

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAR 28 2018

Sherri R. Carter, Executive Officer/Clerk  
By: Glorietta Robinson, Deputy

Jonathan M. Genish, Esq. (SBN 259031)  
*jgenish@blackstonepc.com*  
BLACKSTONE LAW, APC  
1801 Century Park East, Suite 2400  
Los Angeles, California 90067  
Telephone: (310) 622-4278  
Facsimile: (855) 786-6356  
www.blackstonepc.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

RENAISSANCE VENTURES, LLC, a  
Connecticut limited liability company dba  
Prestige Entertainment; BROADWAY  
HOSPITALITY GROUP, INC., a New York  
corporation; VENUE KINGS TICKET  
BROKERS, INC., a Canadian corporation;  
RT&H, Inc., a California corporation dba  
714Tickets,

Plaintiffs,

v.

LOS ANGELES DODGERS LLC, a Delaware  
limited liability company; LOS ANGELES  
DODGERS HOLDING COMPANY LLC, a  
Delaware limited liability company; DODGER  
TICKETS MANAGER CORP, a Delaware  
corporation; DODGER TICKETS LLC, a  
Delaware limited liability company;  
GUGGENHEIM BASEBALL  
MANAGEMENT, L.P., a Delaware limited  
partnership; GUGGENHEIM BASEBALL  
MANAGEMENT GP, LLC, a Delaware limited  
liability company; and DOES 1 through 100,

Defendants.

Case No.

**BC 6 997 21**

**COMPLAINT FOR:**

- 1. BREACH OF ORAL CONTRACT;**
- 2. BREACH OF IMPLIED-IN-FACT CONTRACT;**
- 3. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- 4. SPECIFIC PERFORMANCE;**
- 5. PROMISSORY ESTOPPEL;**
- 6. PROMISSORY FRAUD;**
- 7. CONSTRUCTIVE TRUST;**
- 8. VIOLATIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200; AND**
- 9. ACCOUNTING**

1 INTRODUCTION

2 No good deed goes unpunished. Over the past nearly 15 years, secondary season ticket  
3 brokers, like Plaintiffs, have remained steadfastly loyal to the Los Angeles Dodgers despite scant  
4 ticket sales caused by playoff droughts, postseason failures, messy divorces and nasty lawsuits.  
5 Now that the Dodgers have *finally* put together a team that is expected to make deep playoff runs for  
6 years to come, the Dodgers rewarded Plaintiffs' loyalty by abruptly and unceremoniously spurning  
7 the very brokers who helped keep the franchise financially afloat for years.

8 In the secondary ticket sales market, brokers like Plaintiffs typically lose money or scarcely  
9 profit on the resale of Dodgers' regular season tickets yet are forced to expend significant time and  
10 resources to do so. Still, year after year, Plaintiffs continued to purchase bulk season seats because  
11 they knew that in the postseason, the value of those seats would increase exponentially. Should the  
12 Dodgers reach the playoffs, or, hopefully the World Series, for a few consecutive years, Plaintiffs  
13 would recoup their losses and profit on their investment.

14 Armed with that knowledge, the Dodgers seduced and encouraged Plaintiffs to keep  
15 purchasing Dodgers tickets with the illusion that the promised land was just over the horizon.  
16 Relying on the Dodgers' representations, Plaintiffs kept purchasing more tickets with the expectation  
17 that they would have a right to those tickets when the Dodgers finally turned things around.

18 Now, finally, the Dodgers are favorites to reach the World Series in 2018, and Plaintiffs,  
19 after years of muddling in the trenches, are ready to reap the reward for their patience. The Dodgers,  
20 however, had a different plan, one that would rob Plaintiffs of their due. Breaching their agreements  
21 with Plaintiffs, the Dodgers have elected to cut out hundreds of secondary ticket brokers, including  
22 Plaintiffs, and replaced them with one single broker instead. To add insult to injury, the Dodgers  
23 provided notice of their breach so late that Plaintiffs could not shift their resources into any other  
24 team's market for the 2018 season.

25 The Dodgers' reason? Profits. When hundreds of brokers sell tickets to the same event,  
26 market competition drives ticket prices down. When all tickets are sold by a single broker - the  
27 Dodgers' new "partner" - the Dodgers control the market. This leads to outrageously inflated ticket  
28 prices for fans and more profits for the Dodgers and their new mistress, Eventellect.

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

**PARTIES AND JURISDICTION**

1. Plaintiff Renaissance Ventures, LLC dba Prestige Entertainment (“Prestige”) is, and at all times herein mentioned was, a Connecticut limited liability company with its principal place of business in Greenwich, Connecticut.

2. Plaintiff Broadway Hospitality Group, Inc. (“Broadway”) is, and at all times herein mentioned was, a New York corporation with its principal place of business in New York, New York.

3. Plaintiff Venue Kings Ticket Brokers, Inc. (“Venue Kings”) is, and at all times herein mentioned was, a Canadian corporation with its principal place of business in British Columbia, Canada.

4. Plaintiff RT&H, Inc. (“714”) is, and at all times herein mentioned was, a California corporation doing business as 714Tickets, with its principal place of business in Anaheim, California.

5. Prestige, Broadway, Venue Kings and 714 may be collectively referred to herein as “Plaintiffs.”

6. Plaintiffs are informed and believe and thereupon allege that defendant Los Angeles Dodgers LLC (“Dodgers LLC”) is a Delaware limited liability company doing business in Los Angeles, California.

7. Plaintiffs are informed and believe and thereupon allege that defendant Los Angeles Dodgers Holding Company LLC (“Holding”) is a Delaware limited liability company doing business in Los Angeles, California.

8. Plaintiffs are informed and believe and thereupon allege that defendant Dodger Tickets Manager Corp (“Ticket Manager”) is a Delaware corporation doing business in Los Angeles, California.

9. Plaintiffs are informed and believe and thereupon allege that defendant Dodger Tickets LLC (“Tickets LLC”) is a Delaware limited liability company doing business in Los Angeles, California.

///



1 websites and through ticket marketplaces such as StubHub.com.

2 18. Plaintiffs are informed and believe that in the early to mid-2000s, the Dodgers began  
3 to recruit and groom ticket brokers, including Plaintiffs, to mine profits using the secondary ticket  
4 sales market. These secondary market ticket sales were intended to, and, in fact did, prop up the  
5 Dodgers' sagging attendance numbers. To induce Plaintiffs to maximize their purchases of season  
6 tickets, the Dodgers orally, in writing, and by conduct over many years of business dealings,  
7 promised Plaintiffs recurring rights to purchase season tickets. Since hope springs eternal, especially  
8 in the spring, Plaintiffs relied on the Dodgers' representations and maximized their purchases of  
9 season tickets year after year.

10 19. In the secondary season tickets market, Plaintiffs generally lose money or scarcely  
11 profit during the Dodgers' regular season. However, if and when the Dodgers advance past the  
12 regular season, postseason tickets become profitable, with each round becoming more profitable than  
13 the last. For the opportunity to achieve a large return on their many years of investment in the  
14 Dodgers, Plaintiffs were willing to suffer losses or small gains on regular season tickets knowing  
15 that they could recoup those losses or substantially profit should the Dodgers make it to the playoffs  
16 and, hopefully, the World Series, in future seasons.

17 20. Over the years, the secondary ticket market has meaningfully altered the way in  
18 which fans access the Dodgers. For example, seating capacity in Dodger Stadium is approximately  
19 56,000. Upon information and belief, of those 56,000 seats, season ticket holders account for  
20 approximately 35,000 seats, over half of which are ticket brokers like Plaintiffs.

21 21. Because of their importance to overall ticket sales and to the Dodgers' bottom line,  
22 the Dodgers had always treated brokers, including Plaintiffs, very differently from ordinary season  
23 ticket holders. The relationship between the Dodgers and Plaintiffs was much more symbiotic and  
24 enhanced than the relationship between the Dodgers and a typical private season ticket holder.

25 22. Unlike the typical season ticket holder, Plaintiffs enjoyed a mutually beneficial  
26 business relationship with the Dodgers that the team actively cultivated. This explains why the  
27 Dodgers regularly referred to Plaintiffs as the Dodgers' "valued partners."

28 ///

1           23.     The Dodgers even created a business environment that encouraged and assisted  
2 Plaintiffs to maximize their profits on the resale of season tickets. For example, the Dodgers  
3 routinely provided Plaintiffs with advanced notice of special promotions or events and then alerted  
4 Plaintiffs that the Dodgers and StubHub would halt ticket sales for several hours to allow Plaintiffs  
5 to increase their ticket prices before the Dodgers announced the promotions or events to the public.

6           24.     Plaintiffs frequently received e-mail correspondence from the Dodgers reinforcing the  
7 Dodgers' commitment to its long-standing and ongoing business relationship with each Plaintiff.  
8 For years, each Plaintiff regularly received e-mails like that dated April 20, 2016, from the Dodgers  
9 Vice President of Ticket Sales, David Siegel ("Siegel"), sent, on this occasion, to Plaintiff Venue  
10 Kings' founder Anthony Beyroui ("Beyroui") stating:

11                   We also wanted to make sure you are aware that the 9/23 game was announced as Vin  
12 Scully Appreciation Day, and trust you were able to capitalize on the change. We  
13 took down StubHub for that particular game for 3 hours with the intent to give you  
14 ample time to make any necessary adjustments. We are treating it as a second  
opening day and are hoping you see that we are always looking to add value where we  
can throughout the season.

15 Each Plaintiff also received e-mails like that dated June 21, 2017, from Seigel to Beyroui stating:

16                   *As a partner* of the Dodgers we wanted to give you a heads up that as of now  
17 StubHub, will be temporarily pulling down sales for the 9/8 game pending an  
18 announcement now by the Dodgers that we will be adding a Cody Bellinger  
19 Bobblehead on that game. Hopefully this gives you enough time to reprice your seats  
and take advantage of this added value opportunity. (emphasis added)

20           25.     Far from being a remote and distant "partner," the Dodgers' representatives,  
21 including Siegel, regularly traveled to the Ticket Summit convention in Las Vegas. For over a  
22 decade, Plaintiffs and various Dodgers' representatives gathered at the convention dedicated to  
23 fostering relationships like that between Plaintiffs and the Dodgers. At these broker-focused events,  
24 as in their regular communications with Plaintiffs, the Dodgers consistently represented to Plaintiffs  
25 that the Dodgers are "broker-friendly." The Dodgers offered Plaintiffs unique proposals for event  
26 pricing and offline arrangements to avoid fees, carefully distinguishing the Dodgers' relationship  
27 with Plaintiffs from that with "the public."

28     ///

1           26.     After years of wooing, the Dodgers' relationship with Plaintiffs became significantly  
2 more involved and complex. Eventually, quid pro quo was expected. Among other things, the  
3 Dodgers pressured Plaintiffs to "donate" the tickets they had already purchased back to the Dodgers  
4 so that the Dodgers could "give" them away to fans. The Dodgers implied that Plaintiffs'  
5 relationships with the team would be damaged if Plaintiffs did not give the Dodgers for free that  
6 which cost Plaintiffs thousands of dollars.

7           27.     The blurred relationship lines extended to Dodgers' representatives using Plaintiffs  
8 for their personal gain. For example, Dodgers' president and chief executive Stan Kasten ("Kasten")  
9 demanded that Plaintiffs give Kasten impossible-to-get-tickets for the Broadway hit show *Hamilton*  
10 for a mere few hundred dollars when they were selling to the public for \$5,000 each.

11          28.     The Dodgers also extorted trade secrets from Plaintiffs then used those trade secrets  
12 to Plaintiffs and the fans' detriment. Dodgers fans have faithfully supported their team through a 30-  
13 year World Series drought, yet when they finally reached the World Series in 2017, the Dodgers  
14 were more concerned with fattening their pockets than rewarding the fans.

15          29.     Upon information and belief, rather than sell thousands of excess 2017 World Series  
16 tickets to the fans at face value through the box office, the Dodgers instead used Plaintiffs'  
17 proprietary pricing information and strategies to surreptitiously sell, albeit ineptly, excess 2017  
18 World Series tickets through StubHub.com at prices significantly higher than face value.

19          30.     Unfortunately for all involved, especially the fans, the Dodgers overpriced the tickets  
20 and lacked the expertise in this niche business to sell thousands of tickets on less than 48 hours'  
21 notice. The world thus witnessed the Dodgers' bungled attempt to sell their own tickets, as, in game  
22 after game, the cameras panned through whole sections and rows of empty seats.

23          31.     At every turn, the Dodgers seduced and encouraged Plaintiffs to purchase ever more  
24 Dodgers season tickets. Relying on the Dodgers' affirmative demonstrations of support and the  
25 Dodgers' oral, written, and implied representations of a continued relationship, Plaintiffs did, in fact,  
26 increasingly purchase more Dodgers season tickets over the years. After the Dodgers' 2017 World  
27 Series appearance, Plaintiffs expected their many years of loyalty to pay off and the Dodgers to  
28 continue their ongoing business relationship in earnest.

1           32.     In reliance on the Dodgers promise of the right for Plaintiffs to purchase season  
2 tickets on an annual basis, Plaintiffs reserved their capital and abstained from other business  
3 opportunities so as to maximize their purchase of Dodgers season tickets. This is especially true for  
4 the 2018 Dodger season, as the interest in and marketability of these tickets has exponentially grown  
5 due to the 2017 World Series appearance.

6           33.     Plaintiffs also hired more employees and enhanced their business infrastructure in  
7 anticipation of the boom in 2018 Dodgers ticket sales flowing through Plaintiffs' respective  
8 businesses.

9           34.     Unfortunately, Plaintiffs relied to their detriment. For months Plaintiffs inquired as to  
10 when they would be allowed to purchase 2018 season tickets. Meanwhile, unbeknownst to  
11 Plaintiffs, the Dodgers had been making plans to exclude their loyal partners and enter into a deal  
12 with a single ticket broker.

13           35.     After several months of the Dodgers stringing Plaintiffs along, on or about January  
14 25, 2018, the Dodgers abruptly informed Plaintiffs that the Dodgers had reneged on and breached  
15 their decades-old customs, practices, and agreements. After 15 years of Plaintiffs' loyalty and a  
16 cultivated business relationship fostered by the Dodgers, the Dodgers suddenly refused to sell  
17 Plaintiffs any tickets for 2018 season and beyond. Even worse, the Dodgers' provided notice so late  
18 that Plaintiffs could not break into any other baseball team's market for the 2018 season.

19           36.     Two weeks later, on or about February 12, 2018, the Dodgers publicly announced  
20 that they had signed a partnership deal with Houston-based ticket broker, Eventellect. The Dodgers  
21 seized thousands of season tickets from hundreds of brokers and funneled them all to their new  
22 broker "partner." The Dodgers' rationale is simple. When hundreds of brokers are competing to sell  
23 tickets to the same event, market competition drives ticket prices down. When all tickets are sold by  
24 a single broker, the Dodgers control the market.

25           37.     This move is consistent with the Dodgers' institution of artificial price floors and  
26 timing restrictions during the 2017 season. The Dodgers prevented StubHub from selling secondary  
27 ticket brokers' Dodgers tickets below a specific dollar amount and after a certain timing cut-off to  
28 the detriment of the fans and the brokers. This again prevented free market competition and forced



1 fans to purchase tickets from the Dodgers at higher prices. These floors have been raised for the  
2 2018 season.

3 38. The Dodgers' conduct is not just unfair to the fans and brokers who buoyed the team  
4 when they were so low for so many years, it renders them liable to the Plaintiffs.

5 **FIRST CAUSE OF ACTION**

6 (Breach of Oral Contract)

7 (By each Plaintiff Against each Defendant, including Does 1-100)

8 39. Plaintiffs incorporate herein by reference paragraphs 1 through 38 of this complaint.

9 40. As alleged above, Plaintiffs each entered into separate agreements with the Dodgers  
10 wherein the Dodgers agreed to grant each Plaintiff the right to purchase season tickets on an annual  
11 basis.

12 41. Plaintiffs have performed all conditions, covenants, and promises required on their  
13 part to be performed in accordance with parties' agreement as alleged herein above.

14 42. On or about January 25, 2018, the Dodgers breached its agreements with Plaintiffs by  
15 failing and refusing to allow Plaintiffs to exercise their right to purchase season tickets for the  
16 Dodgers' 2018 season.

17 43. As a direct and proximate result of the Dodgers' breach, Plaintiffs have suffered  
18 actual damages in an amount to be proven at trial, but in excess of the jurisdictional limit of this  
19 court.

20 **SECOND CAUSE OF ACTION**

21 (Breach of Implied-in-Fact Contract)

22 (By each Plaintiff Against each Defendant, including Does 1-100)

23 44. Plaintiffs incorporate herein by reference paragraphs 1 through 38 of this complaint.

24 45. As alleged above, each of the Plaintiffs and the Dodgers entered into separate  
25 agreements, through their conduct and relationship, wherein the Dodgers agreed to grant each  
26 Plaintiff the right to purchase season tickets on an annual basis. Each party knew, or had reason to  
27 know, that the other party would interpret the conduct as an agreement to enter into a contract.

28 46. Plaintiffs have performed all conditions, covenants, and promises required on their

1 part to be performed in accordance with parties' agreement as alleged herein above.

2 47. On or about January 25, 2018, the Dodgers breached its agreements with Plaintiffs by  
3 failing and refusing to allow Plaintiffs to exercise their right to purchase season tickets for the  
4 Dodgers' 2018 season.

5 48. As a direct and proximate result of the Dodgers' breach, Plaintiffs have suffered  
6 actual damages in an amount to be proven at trial, but in excess of the jurisdictional limit of this  
7 court.

8 **THIRD CAUSE OF ACTION**

9 (Breach of the Implied Covenant of Good Faith and Fair Dealing)

10 (By each Plaintiff Against each Defendant, including Does 1-100)

11 49. Plaintiffs incorporate herein by reference paragraphs 1 through 48 of this complaint.

12 50. The separate agreements alleged above between Plaintiffs, on the one hand, and the  
13 Dodgers, on the other, were valid and enforceable contracts.

14 51. Plaintiffs have performed all conditions, covenants, and promises required of it under  
15 these agreements, except for those that were excused from performance.

16 52. By engaging in the acts and misconduct described above, the Dodgers unfairly  
17 interfered with Plaintiffs' right to receive the benefits of these agreements.

18 53. As a proximate result of the Dodgers' acts and misconduct described above and their  
19 violation of the agreements' implied covenant of good faith and fair dealing, Plaintiffs have suffered,  
20 and will continue to suffer, damages in an amount to be determined at trial.

21 **FOURTH CAUSE OF ACTION**

22 (Specific Performance)

23 (By each Plaintiff Against each Defendant, including Does 1-100)

24 54. Plaintiffs incorporate herein by reference paragraphs 1 through 53 of this complaint.

25 55. Plaintiffs have performed all conditions, covenants, and promises required on their  
26 part to be performed in accordance with the terms and conditions of their agreements with the  
27 Dodgers as alleged above.

28 ///





1 **EIGHTH CAUSE OF ACTION**

2 (Violations of Business and Professions Code Section 17200)

3 (By each Plaintiff Against each Defendant, including Does 1-100)

4 73. Plaintiffs incorporate herein by reference paragraphs 1 through 72 of this complaint.

5 74. Defendants engaged in unlawful and/or unfair business practices in violation of  
6 California Business and Professions Code Sections 17200, *et seq.* by, among other things: secretly  
7 listing their own World Series tickets directly through StubHub and other online ticket marketplaces  
8 using the proprietary knowledge they extracted from Plaintiffs; refusing to sell Plaintiffs the tickets  
9 they promised; and signing an exclusive deal with one ticket broker eliminating competition and  
10 diverting the profits from Plaintiffs to themselves.

11 75. Therefore, Plaintiffs are entitled to recover restitution from the Defendants, and each  
12 of them, in amounts according to proof.

13 **NINTH CAUSE OF ACTION**

14 (Accounting)

15 (By each Plaintiff Against each Defendant, including Does 1-100)

16 76. Plaintiffs incorporate herein by reference paragraphs 1 through 75 of this complaint.

17 77. The exact amount of funds due to Plaintiffs by Defendants is presently unknown and  
18 the exact amount can only be determined by an accounting. As such, Plaintiffs request that the  
19 Court enter an order for an accounting requiring Defendants to provide all financial information of  
20 every kind related to the income attributable to the season tickets promised to Plaintiffs.

21 **WHEREFORE**, Plaintiffs, and each of them, prays judgment against Defendants,  
22 and each of them, including Does 1-100, as follows:

- 23 1. For damages according to proof and as allowed by law;
- 24 2. For pre- and post-judgment interest as allowed by law;
- 25 3. For punitive damages on Plaintiffs' promissory fraud causes of action;
- 26 4. For a constructive trust over revenues wrongfully realized by Defendants pursuant to  
27 the sale of Plaintiffs' season tickets to third parties;
- 28 5. For a preliminary and permanent injunction enjoining and restraining Defendants

1 from selling, transferring or distributing the season tickets for the 2018 Dodgers' season and any  
2 associated right to purchase postseason tickets that were promised to Plaintiffs.

3 6. For a preliminary and permanent injunction ordering Defendants to permit Plaintiffs  
4 to purchase season tickets and any associated right to purchase postseason tickets for the 2018.

5 7. For Plaintiffs' reasonable costs, including attorneys' fees where available in an  
6 amount to be determined at trial; and

7 8. For such further relief as the Court deems just and proper.

8

9 Dated: March 28, 2018

BLACKSTONE LAW, APC

10

11

By: 

Jonathan M. Genish, Esq.  
Attorneys for Plaintiffs

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Genish, Esq. (SBN 259031) BLACKSTONE LAW, APC 1801 Century Park East, Suite 2400 Los Angeles, California 90067 TELEPHONE NO.: (310) 622-4278 FAX NO.: (855)786-6956 ATTORNEY FOR (Name): Plaintiffs		FOR COURT USE ONLY  <b>CONFIRMED COPY ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>MAR 28 2018</b>  Sherri R. Carter, Executive Officer/Clerk By: Glorietta Robinson, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: <b>BC 699721</b> JUDGE: DEPT:
CASE NAME: Renaissance Ventures, LLC, et al. v. Los Angeles Dodgers, LLC, et al.		
<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).

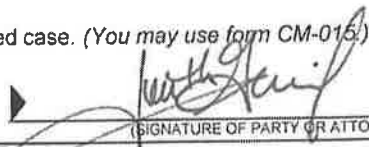
1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<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>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<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>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)
<b>Non-PI/PD/WD (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-PI/PD/WD tort (35)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<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>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a.  Large number of separately represented parties     d.  Large number of witnesses  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve     e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c.  Substantial amount of documentary evidence     f.  Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a.  monetary     b.  nonmonetary; declaratory or injunctive relief     c.  punitive
4. Number of causes of action (specify):
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 28, 2018  
Jonathan M. Genish, Esq.

(TYPE OR PRINT NAME)

  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto Tort

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

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

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

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

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

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

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

## Real Property

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

## Unlawful Detainer

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

## Judicial Review

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

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

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

## Enforcement of Judgment

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

## Miscellaneous Civil Complaint

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

## Miscellaneous Civil Petition

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



SHORT TITLE: Renaissance Ventures, LLC v. Los Angeles Dodgers LLC, et al.

CASE NUMBER BC 6 9 9 7 2 1

**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> |
|--|---|

Auto Tort  
  
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	<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 Tort	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE:

Renaissance Ventures, LLC v. Los Angeles Dodgers LLC, 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
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	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
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	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:

Renaissance Ventures, LLC v. Los Angeles Dodgers LLC, 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, 8
	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)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9

SHORT TITLE:

Renaissance Ventures, LLC v. Los Angeles Dodgers LLC, et al.


CASE NUMBER

**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 type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b> 1000 Vin Scully Ave., Los Angeles, CA 90012		
<b>CITY:</b> Los Angeles		<b>STATE:</b> CA	<b>ZIP CODE:</b> 90012		

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central 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: March 28, 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.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE - IC**

Case Number BC 6 9 9 7 2 1

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

**Your case is assigned for all purposes to the judicial officer indicated below.**

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Debre K. Weintraub	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
Hon. Richard Fruin	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Howard L. Halm	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Holly J. Fujie	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. John P. Doyle	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Keosian	61	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Daniel S. Murphy	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Monica Bachner	71	729
Hon. David S. Cunningham	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon. Michelle Williams Court	74	735
Hon. David Sotelo	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Frederick C. Shaller	46	500			
Hon. Randolph Hammock	47	507			

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ (Date)

SHERRI R. CARTER, Executive Officer/Clerk of Court

By \_\_\_\_\_, 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.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<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:
--------------	--------------

**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.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<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

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

# 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.

- **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).