

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 09 2018

Sherri R. Carter, Executive Officer/Clerk
By: M. Soto, Deputy
Moses Soto

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

LG CHEM MICHIGAN INC., a Michigan Corporation, AMAZON TECHNOLOGIES, INC., a Nevada Corporation, and DOES 1-40, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

STATE FARM GENERAL INSURANCE COMPANY

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):

Los Angeles Superior Court
111 North Hill Street
Los Angeles CA 90012

CASE NUMBER
(Número del Caso):

BC 7 1 2 9 4 9

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

David B. Pillemer Esq. 97808 PILLEMER & PILLEMER
17835 Ventura Blvd., Suite 204 (818) 994-4321
Encino, CA 91316

DATE:
(Fecha)

JUL 09 2018

SHERRI R. CARTER

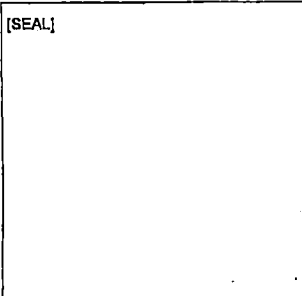
Clerk, by
(Secretario)

M. Soto

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

- 3. on behalf of (specify):

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):

- 4. by personal delivery on (date):

Amazon Technologies, Inc., a Nevada Corporation

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and address): David B. Pillemer Esq. 97808 PILLEMER & PILLEMER 17835 Ventura Blvd., Suite 204 Encino, CA 91316 TELEPHONE NO.: (818) 994-4321 FAX NO.: (818) 994-3484 ATTORNEY FOR (Name): State Farm General Insurance Company	FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles JUL 09 2018 Sherri R. Carter, Executive Officer/Clerk By: <u>M. Soto</u> , Deputy Moses Soto
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles CA 90012 BRANCH NAME: Central District	CASE NUMBER: BC 7 12 949 JUDGE: DEPT.:
CASE NAME: STATE FARM V LG CHEM MICHIGAN INC. & MAZON TECHNOLOGIES, INC.	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

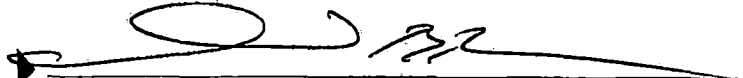
1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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 type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Four
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: 7/5/18

David B. Pillemer
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: STATE FARM V LG CHEM MICHIGAN INC. ET AL	CASE NUMBER: BC 7 1 2 9 4 9
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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)

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 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 checked="" type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: STATE FARM V LG CHEM MICHIGAN INC. ET AL	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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 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: STATE FARM V LG CHEM MICHIGAN INC. ET AL	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 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
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	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
Miscellaneous Civil Complaints	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	
Miscellaneous Civil Petitions	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: STATE FARM V. LG CHEM MICHIGAN INC. 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).

REASON: <input 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.	ADDRESS: 13503 Brazo Road			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY: La Mirada</td> <td style="width:33%; padding: 2px;">STATE: CA</td> <td style="width:33%; padding: 2px;">ZIP CODE: 90638</td> </tr> </table>	CITY: La Mirada	STATE: CA	ZIP CODE: 90638	
CITY: La Mirada	STATE: CA	ZIP CODE: 90638		

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: 7/5/18


 (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.

1 David B. Pillemer, State Bar No. 97808
2 PILLEMER & PILLEMER
3 17835 Ventura Blvd., Suite 204
4 Encino, California 91316-3673
5 Phone (818) 994-4321
6 Fax (818) 994-3484
7 Email dpillemer@pillemerlaw.com

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

JUL 09 2018

8 Attorneys for State Farm General Insurance Company

Sherri R. Carter, Executive Officer/Clerk
By: M. Soto, Deputy
Moses Soto

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

11 STATE FARM GENERAL INSURANCE
12 COMPANY,

Case No. **BC 7 1 2 9 4 9**

13 Plaintiff(s),

COMPLAINT FOR SUBROGATION,
NEGLIGENCE, INDEMNITY AND
BREACH OF WARRANTY

14 vs.

TRIAL DATE: NONE SET

15 LG CHEM MICHIGAN INC., a Michigan
16 Corporation, AMAZON TECHNOLOGIES,
17 INC., a Nevada Corporation, and DOES
1-40, inclusive,

18 Defendant(s).

19 Plaintiff alleges:

20 GENERAL ALLEGATIONS

- 21 1. That at all times mentioned herein, plaintiff was and now is a corporation duly
- 22 organized and existing under and by virtue of the laws of the State of Illinois,
- 23 and authorized to conduct fire and casualty insurance business in the State of
- 24 California.
- 25 2. That at all times mentioned herein, LG Chem Michigan Inc (hereinafter "LG")
- 26 was and now is a Michigan corporation authorized to and doing business in the
- 27 County of Los Angeles, State of California.
- 28 3. That at all times mentioned herein, Amazon Technologies, Inc. (hereinafter

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"Amazon") was and now is a Nevada corporation authorized to and doing business in the County of Los Angeles, State of California.

- 4. That plaintiff is ignorant of the true names or capacities, be they corporate, associate, individual, or otherwise of defendants sued herein by the fictitious names of Does 1 through 40, and each of them, and plaintiff will ask leave of this Court to amend this Complaint to reflect the true names and capacities of said fictitiously named defendants when the same have been ascertained.
- 5. That at all times mentioned herein, William Foley, (hereinafter "Foley") under policy number 71-R7-5406-0. Said policy was in full force and effect at all times relevant hereto and provided coverage for damage to and destruction of the property of Foley located at 13503 Brazo Rd. La Mirada CA. (hereinafter "Foley property").
- 6. That by the terms of said policy of insurance, plaintiff was to reimburse said insureds for damages to or destruction of the aforementioned property.
- 7. That prior to September 11, 2016, LG designed, manufactured and sold LG batteries for use in vaping devices (hereinafter "Batteries"). Said Batteries were sold by LG to Amazon and distributed by Amazon under the name of LG Batteries
- 8. That on or about September 11, 2016, the Batteries exploded and started a fire while located at the Foley property, causing severe damage to the Foley property.

FIRST CAUSE OF ACTION - SUBROGATION

- 9. That plaintiff refers to and realleges Paragraphs 1 through 8 of the General Allegations as though set forth in full herein.
- 10. That at all times mentioned herein, defendants LG and Does 1-20 were engaged in the business of designing, manufacturing and assembling Batteries for sale to and use by members of the general public, and as part of its business, defendants Amazon and Does 1-20 designed, manufactured, and

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assembled the specific Batteries hereinafter referred to.

11. That at all times mentioned herein, defendant Amazon and Does 21-40 were engaged in the business of selling at retail to members of the general public in the City of La Mirada, County of Los Angeles, State of California, the hereinabove described Batteries.

12. That at all times mentioned herein, defendants, and each of them, knew and intended that the Batteries would be purchased by members of the general public and used by said purchasers and others without inspection for defects.

13. That shortly prior to 9/11/2016, William Foley purchased the aforementioned Batteries from LG at its regular place of business hereinafter alleged.

14. That the Batteries was, at the time that William Foley purchased it, defective and unsafe for its intended purpose in that said Batteries exploded and caught fire, causing destruction to the Foley property.

15. That on or about September 11, 2016, Foley had used the Batteries at the Foley Property for purposes of vaping. That on or about September 11, 2016 the Batteries exploded and caught fire, causing destruction to the Foley property.

16. That as a direct and proximate result of the defect in the Batteries, the Batteries exploded and caught fire as herein alleged and plaintiff's insured Foley sustained damage to his home, his personal property, and incurred additional living expenses in an amount of at least \$401,718.80.

17. That plaintiff paid to its insured the sum of \$401,718.80 to date, and will amend the complaint if any additional sums are paid to its insureds. That pursuant to the terms of the aforementioned policy of insurance, plaintiff thereby became subrogated to all of the rights of, entitled to enforce all of the remedies of said insureds against defendants, and each of them.

18. That prior to the commencement of this action, said insureds assigned to plaintiff all of their rights against defendants, and each of them.

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SECOND CAUSE OF ACTION - NEGLIGENCE

19. That plaintiff refers to and realleges Paragraphs 1 through 8 of the General Allegations and Paragraphs 10 through 18 of the First Cause of Action as though set forth in full herein.

20. That plaintiff is informed and believes, and based thereon alleges that, defendants, and each of them, were the manufacturers, designers, assemblers, distributors, sellers and advertisers of the Batteries and all its component parts, and knew, or should have known, that said Batteries was to be used by the general public.

21. That plaintiff is informed and believes, and based thereon alleges, that the defendants, and each of them, negligently, carelessly, tortiously and wrongfully failed to use reasonable care in the design, manufacture, assembly, distribution, sale and advertising of said Batteries.

22. That plaintiff is informed and believes, and based thereon alleges, that the defendants, and each of them, knew or should have known that the Batteries and its component parts were not adequately designed, manufactured, assembled, distributed and sold to the general public and that the users would be substantially damaged thereby.

23. That the defendants herein were under a duty to exercise ordinary care as the manufacturer, designer, distributor, marketer, wholesaler, retailer and advertiser of the Batteries to avoid reasonably foreseeable injury to users, purchasers and others of the Batteries.

24. That the defendants, and each of them, knew or should have foreseen with reasonable certainty that purchasers, users and others would suffer monetary and other damages if the defendants, and each of them, failed to perform their duties to cause the Batteries to be completed in a proper and workmanlike manner and fashion.

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- 25. That as a direct and proximate result of the foregoing negligence, carelessness and unworkmanlike conduct, action and/or omission by defendants, and each of them, plaintiff has now paid to its insureds, Foley the sum of \$401,718.80 for the damages that they suffered and which were covered under the policy issued by State Farm General Insurance Company (hereinafter "State Farm").
- 26. That as a direct and proximate result of the payment by State Farm to Foley, State Farm became subrogated to their rights against defendants, and each of them, and that Foley assigned their rights of subrogation to State Farm.

THIRD CAUSE OF ACTION -- INDEMNITY

- 27. That plaintiff refers to and realleges Paragraphs 1 through 8 of the General Allegations, Paragraphs 10 through 18 of the First Cause of Action, Paragraphs 20 through 26 of the Second Cause of Action, as though set forth in full herein.
- 28. That as a result of paying to plaintiff's insureds all sums upon which plaintiff's insureds made claim, plaintiff became entitled to seek indemnity from defendants, and each of them, for the damages that they caused.
- 29. That plaintiff has paid to its insureds the sum of \$401,718.80. As a direct and proximate result of said payment by State Farm to Foley, State Farm became subrogated to the rights of its insureds and its insureds have now assigned their rights against defendants, and each of them, to State Farm.

FOURTH CAUSE OF ACTION - BREACH OF WARRANTY

- 30. That plaintiff refers to and realleges Paragraphs 1 through 8 of the General Allegations, Paragraphs 10 through 18 of the First Cause of Action, Paragraphs 20 through 26 of the Second Cause of Action, as though set forth in full herein.
- 31. That in connection with the manufacture, sale, supply, delivery, handling and use of the products previously referred to, Defendants expressly and/or impliedly warranted that said products and merchandise were merchantable and of good quality. Said representations were, in fact, untrue, in that said products and merchandise failed to operate properly, failed to operate as

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promised both expressly and by implication, and failed to operate in a manner that would reasonably be expected by a reasonable consumer, and said failures caused damage to State Farm's insured. Defendants were, or should have been, fully knowledgeable as to the dangers and defects surrounding the sale, supply, delivery and use of said products and merchandise, and their suitability for the purposes and uses for which they were intended.

32. That in connection with the manufacture, sale, supply, delivery, testing, handling and use of the products and merchandise previously described, Defendants expressly and/or impliedly warranted, through advertising claims and/or product labels that said products and merchandise were suitable for the uses and purposes for which they were intended. State Farm's insured relied upon said representations, which were in fact false and untrue, in that, exposure to and use of the products and merchandise previously referred to did, in fact, cause serious property damage to State Farm's insured.

33. Plaintiff seeks pre-judgment interest as prescribed by California law upon any and all damages sustained by State Farm's insured as herein above alleged.

WHEREFORE, plaintiff prays for judgment against defendants, and each of them, jointly and severally, as follows:

1. For damages in the sum of \$401,718.80;
2. For pre-judgment interest in all sums awarded at the legal rate;
3. For costs of suit herein incurred; and
4. For such other and further relief as this court deems just and proper.

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DATED: June 29, 2018

PILLEMER & PILLEMER

By:



DAVID B. PILLEMER
Attorneys for Plaintiff State Farm General
Insurance Company

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
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 Superior Court of California
 County of Los Angeles

CASE ASSIGNMENT - UNLIMITED CIVIL - PERSONAL INJURY
312 N. SPRING STREET COURTHOUSE

JUL 09 2018

Case Number _____

BC 712949

Sherril R. Carter, Executive Officer/Clerk

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

By: M. Ato, Deputy

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

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Georgina Torres Rizk	2	247			
Hon. Marc D. Gross	3	238			
Hon. Dennis Landin	4	237			
Hon. Elaine Lu	5	212			
Hon. Yolanda Orozco	7	222			
FSC: 12 / 23 / 2019 TRIAL: 01 / 09 / 2020 OSC: 07 / 09 / 2021					

Given to the Plaintiff/Cross-Complainant/Attorney of Record on JUL 09 2018 (Date)

SHERRI R. CARTER, Executive Officer/Clerk of Court

By M. Ato, 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.

FILED
Superior Court of California
County of Los Angeles

APR 16 2018

Sherri R. Garter, Executive Officer/Clerk
By Stephanie Chung Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IN RE PERSONAL INJURY
COURT ("PI COURT") PROCEDURES,
CENTRAL DISTRICT
(EFFECTIVE APRIL 16, 2018)

) CASE NO.:
)
) STANDING ORDER RE: PERSONAL
) INJURY PROCEDURES, CENTRAL
) DISTRICT
)
)

DEPARTMENT:	2	3	4	5	7
FINAL STATUS CONFERENCE ("FSC"):					
• DATE:	_____				AT 10:00 A.M.
TRIAL:					
• DATE:	_____				AT 8:30 A.M.
OSC RE DISMISSAL (CODE CIV. PROC., § 583.210):					
• DATE:	_____				AT 8:30 A.M.

TO EACH PARTY AND TO THE ATTORNEY OF RECORD FOR EACH PARTY:

Pursuant to the California Code of Civil Procedure ("C.C.P."), the California Rules of Court ("C.R.C.") and the Los Angeles County Court Rules ("Local Rules"), the Los Angeles Superior Court ("LASC" or "Court") HEREBY AMENDS AND SUPERSEDES THE AUGUST 10, 2017 SEVENTH AMENDED GENERAL ORDER AND, GENERALLY, ORDERS AS FOLLOWS IN THIS AND ALL OTHER GENERAL JURISDICTION PERSONAL INJURY ACTIONS FILED IN THE CENTRAL DISTRICT.

1 1. To ensure proper assignment to a PI Court, Plaintiff(s) must carefully fill out the Civil
2 Case Cover Sheet Addendum (form LACIV 109). The Court defines "personal injury" as:

3 "an unlimited civil case described on the Civil Case Cover Sheet Addendum and
4 Statement of Location (LACIV 109) as Motor Vehicle-Personal Injury/Property
5 Damage/Wrongful Death; Personal Injury/Property Damage/Wrongful Death-
6 Uninsured Motorist; Product Liability (other than asbestos or
7 toxic/environmental); Medical Malpractice-Physicians & Surgeons; Other
8 Professional Health Care Malpractice; Premises Liability; Intentional Bodily
9 Injury/Property Damage/Wrongful Death; or Other Personal Injury/Property
10 Damage/Wrongful Death. An action for intentional infliction of emotional
11 distress, defamation, civil rights/discrimination, or malpractice (other than
12 medical malpractice), is not included in this definition. An action for injury to
13 real property is not included in this definition." (Local Rule 2.3(a)(1)(A).)

14 Consistent with Local Rule 2.3(a)(1)(A), the Court will assign a case to the PI Courts if
15 plaintiff(s) check any of the following boxes in the Civil Case Cover Sheet Addendum:

16 A7100 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death

17 A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured
18 Motorist

19 A7260 Product Liability (not asbestos or toxic/environmental)

20 A7210 Medical Malpractice – Physicians & Surgeons

21 A7240 Medical Malpractice – Other Professional Health Care Malpractice

22 A7250 Premises Liability (e.g., slip and fall)

23 A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g.,
24 assault, vandalism etc.)

25 A7220 Other Personal Injury/Property Damage/Wrongful Death

26 The Court will not assign cases to the PI Courts if plaintiff(s) check any boxes elsewhere
27 in the Civil Case Cover Sheet Addendum (any boxes on pages two and three of that form).

28 ///

1 The Court sets the above dates in this action in the PI Court circled above (Department
2 2, 3, 4, 5, or 7) at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.
3 (C.R.C. Rules 3.714(b)(3), 3.729.)

4 **FILING OF DOCUMENTS**

5 2. Parties may file documents in person at the filing window on the first floor of the Stanley
6 Mosk Courthouse (111 N. Hill Street, Los Angeles, CA 90012) or by U.S. Mail or e-Delivery,
7 which is available online at www.lacourt.org (link on homepage). Please note that filings are no
8 longer accepted via facsimile and must be filed either in person, via U.S. mail or via e-Delivery.
9 Claims involving an attorney-client fee dispute, documents in which the filing party is a minor,
10 legally incompetent person, or person for whom a conservator has been appointed, requests to
11 waive court fees (FW-001) and requests for accommodations by persons with disabilities (MC-
12 410), may not be filed via e-Delivery.

13 **SERVICE OF SUMMONS AND COMPLAINT**

14 3. Plaintiff(s) shall serve the summons and complaint in this action upon defendant(s) as
15 soon as possible but no later than three years from the date when the complaint is filed.
16 (C.C.P. § 583.210, subd.(a).) On the OSC re Dismissal date noted above, the PI Court will
17 dismiss the action and/or all unserved parties unless the plaintiff(s) show cause why the action
18 or the unserved parties should not be dismissed. (C.C.P. §§ 583.250; 581, subd. (b)(4).)

19 4. The Court sets the above trial and FSC dates on condition that plaintiff(s) effectuate
20 service on defendant(s) of the summons and complaint within six months of filing the complaint.

21 5. The PI Court will dismiss the case without prejudice pursuant to C.C.P. § 581 when no
22 party appears for trial.

23 **STIPULATIONS TO CONTINUE TRIAL**

24 6. Provided that all parties agree (and there is no violation of the "five-year rule," C.C.P.
25 § 583.310), the parties may advance or continue any trial date in the PI Courts without showing
26 good cause or articulating any reason or justification for the change. To continue or advance a
27 trial date, the parties (or their counsel of record) should jointly execute and submit (at the filing
28 window on the first floor of the Stanley Mosk Courthouse, via U.S. mail or via e-Delivery; fee

1 required) a Stipulation to Continue Trial, FSC and Related Motion/Discovery Dates (form
2 LACIV CTRL-242, available on the court's website, Personal Injury Court link). The PI Courts
3 schedule FSCs for 10:00 a.m., eight (8) court days before the trial date. Parties seeking to
4 continue the trial and FSC dates shall file the Stipulation at least eight court days before the FSC
5 date. Parties seeking to advance the trial and FSC dates shall file the Stipulation at least eight
6 court days before the proposed advanced FSC date. (C.C.P. § 595.2; Govt. Code § 70617, subd.
7 (c)(2).) In selecting a new trial date, parties should avoid setting on any Monday, or the Tuesday
8 following a court holiday. Parties may submit a maximum of two stipulations to continue trial,
9 for a total continuance of six months. Subsequent requests to continue trial will be granted upon
10 a showing of good cause by noticed motion. This rule is retroactive so that any previously
11 granted stipulation to continue trial will count toward the maximum number of allowed
12 continuances.

13 **NO CASE MANAGEMENT CONFERENCES**

14 7. The PI Courts do not conduct Case Management Conferences. The parties need not file
15 a Case Management Statement.

16 **LAW AND MOTION**

17 8. Any documents with declarations and/or exhibits must be tabbed. (C.R.C. Rule
18 3.1110(f).) All depositions excerpts referenced in briefs must be marked on the transcripts
19 attached as exhibits. (C.R.C. Rule 3.1116(c).)

20 **CHAMBERS COPIES REQUIRED**

21 9. In addition to filing original motion papers at the filing window on the first floor of the
22 Stanley Mosk Courthouse, via U.S. mail or via e-Delivery, the parties must deliver, directly to
23 the PI Court courtrooms at the Spring Street Courthouse, an extra copy (marked "Chambers
24 Copy") of reply briefs and all other motion papers filed less than seven (7) court days before a
25 hearing calendared in the PI Courts. The PI Courts also strongly encourage the parties filing and
26 opposing lengthy motions, such as motions for summary judgment/adjudication, to submit one
27 or more three-ring binders organizing the chambers copy behind tabs.

28 ///

RESERVATION HEARING DATE

10. Parties are directed to reserve hearing dates for motions in the PI Courts using the Court Reservation System (CRS) available online at www.lacourt.org (link on homepage). After reserving a motion hearing date, the reservation requestor must submit the papers for filing with the reservation receipt (CRS) number printed on the face page of the document under the caption and attach the reservation receipt as the last page. Parties or counsel who are unable to utilize the online CRS may reserve a motion hearing date by calling the PI Court courtroom, Monday through Friday, between 3:00 p.m. and 4:00 p.m.

WITHDRAWAL OF MOTIONS

11. California Rules of Court, Rule 3.1304(b) requires a moving party to notify the court immediately if a matter will not be heard on the scheduled date. In keeping with that rule, the PI Courts urge parties who amend pleadings in response to demurrers to file amended pleadings before the date when opposition to the demurrer is due so that the PI Courts do not needlessly prepare tentative rulings on demurrers.

DISCOVERY MOTIONS

12. The purpose of an Informal Discovery Conference ("IDC") is to assist the parties to resolve and/or narrow the scope of discovery disputes. Lead trial counsel on each side, or another attorney with full authority to make binding agreements, must attend in person. The PI judges have found that, in nearly every case, the parties amicably resolve disputes with the assistance of the Court.

13. Parties **must** participate in an IDC **before** a Motion to Compel Further Responses to Discovery will be heard unless the moving party submits evidence, by way of declaration, that the opposing party has failed or refused to participate in an IDC. Scheduling or participating in an IDC does not automatically extend any deadlines imposed by the Code of Civil Procedure for noticing and filing discovery motions. Ideally, the parties should participate in an IDC before a motion is filed because the IDC may avoid the necessity of a motion or reduce its scope. Because of that possibility, attorneys are encouraged to stipulate to extend the 45 (or 60) day deadline for filing a motion to compel further discovery responses in order to allow time to participate in an

1 IDC.

2 If parties do not stipulate to extend the deadlines, the moving party may file the motion
3 to avoid it being deemed untimely. However, the IDC must take place before the motion is
4 heard so it is suggested that the moving party reserve a date for the motion hearing that is at least
5 60 days after the date when the IDC reservation is made. Motions to Compel Further Discovery
6 Responses are heard at 10:00 a.m. If the IDC is not productive, the moving party may advance
7 the hearing on a Motion to Compel Further Discovery Responses on any available hearing date
8 that complies with the notice requirements of the Code of Civil Procedure.

9 14. Parties are directed to reserve IDC dates in the PI Courts using CRS available online at
10 www.lacourt.org (link on homepage). Parties are to meet and confer regarding the available
11 dates in CRS prior to accessing the system. After reserving the IDC date, the reservation
12 requestor must file in the appropriate department and serve an Informal Discovery Conference
13 Form for Personal Injury Courts, from LACIV 239 (revised 12/14 or later), at least 15 court days
14 prior to the conference and attach the CRS reservation receipt as the last page. The opposing
15 party may file and serve a responsive IDC form, briefly setting forth that party's response, at
16 least 10 court days prior to the IDC.

17 15. Time permitting, the PI Hub judges may be available to participate in IDCs to try to
18 resolve other types of discovery disputes.

19 **EX PARTE APPLICATIONS**

20 16. Under the California Rules of Court, courts may only grant *ex parte* relief upon a
21 showing, by admissible evidence, that the moving party will suffer "irreparable harm,"
22 "immediate danger," or where the moving party identifies "a statutory basis for granting relief
23 *ex parte*." (C.R.C. Rule 3.1202(c).) The PI Courts have no capacity to hear multiple *ex parte*
24 applications or to shorten time to add hearings to their fully booked motion calendars. The PI
25 Courts do not regard the Court's unavailability for timely motion hearings as an "immediate
26 danger" or threat of "irreparable harm" justifying *ex parte* relief. Instead of seeking *ex parte*
27 relief, the moving party should reserve the earliest available motion hearing date (even if it is
28 after the scheduled trial date) and should file a motion to continue trial. Parties should also check

1 the Court Reservation System from time to time because earlier hearing dates may become
2 available as cases settle or hearings are taken off calendar.

3 **REQUEST FOR TRANSFER TO INDEPENDENT CALENDAR DEPARTMENT**

4 17. Parties seeking to transfer a case from a PI Court to an Independent Calendar (“I/C”)
5 Court shall file (at the filing window on the first floor of the Stanley Mosk Courthouse, via U.S.
6 mail or via e-Delivery) and serve the Court’s “Motion to Transfer Complicated Personal Injury
7 Case to Independent Calendar Court” (form LACIV 238, available on the Court’s website under
8 the PI Courts link). The PI Courts will transfer a matter to an I/C Court if the case is not a
9 “Personal Injury” case as defined in this Order, or if it is “complicated.” In determining whether
10 a personal injury case is “complicated” the PI Courts will consider, among other things, the
11 number of pretrial hearings or the complexity of issues presented.

12 18. Parties opposing a motion to transfer have five court days to file (at the filing window
13 on the first floor of the Stanley Mosk Courthouse, via U.S. mail or via e-Delivery) an Opposition
14 (using the same LACIV 238 Motion to Transfer form).

15 19. The PI Courts will not conduct a hearing on any Motion to Transfer to I/C Court.
16 Although the parties may stipulate to transfer a case to an Independent Calendar Department, the
17 PI Courts will make an independent determination whether to transfer the case or not.

18 **FINAL STATUS CONFERENCE**

19 20. Parties shall comply with the requirements of the PI Courts’ “First Amended Standing
20 Order Re Final Status Conference,” which shall be served with the summons and complaint.

21 **JURY FEES**

22 21. Parties must pay jury fees no later than 365 calendar days after the filing of the initial
23 complaint. (C. C. P. § 631, subds. (b) and (c).)

24 **JURY TRIALS**

25 22. The PI Courts do not conduct jury trials. On the trial date, a PI Court will contact the
26 Master Calendar Court, Department One, in the Stanley Mosk Courthouse. Department One
27 will assign cases out for trial to dedicated Civil Trial Courtrooms and designated Criminal
28 Courtrooms.

1 **SANCTIONS**

2 23. The Court has discretion to impose sanctions for any violation of this general order.
3 (C.C.P. §§ 128.7, 187 and Gov. Code, § 68608, subd. (b).)

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6 Dated: April 16, 2018

Debre K. Weintraub
Debre K. Weintraub
Supervising Judge of Civil Courts
Los Angeles Superior Court

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2018-SJ-006-00

FILED
Superior Court of California
County of Los Angeles

APR 16 2018

Sherri R. Carter, Executive Officer/Clerk
By Stephanie Chung Deputy
Stephanie Chung

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

In re Personal Injury Cases Assigned
To the Personal Injury Courts
(Departments 2, 3, 4, 5 and 7 of the Spring
Street Courthouse)

FIRST AMENDED STANDING ORDER –
RE: FINAL STATUS CONFERENCE,
PERSONAL INJURY (“PI”) COURTS
(Effective as of April 16, 2018)

The dates for Trial and Final Status Conference (“FSC”) having been set in this matter, the Court **HEREBY AMENDS AND SUPERSEDES ITS JANUARY 2, 2018 STANDING ORDER—RE: FINAL STATUS CONFERENCE, PERSONAL INJURY (“PI”) COURTS AND, GENERALLY, ORDERS AS FOLLOWS IN THIS AND ALL OTHER GENERAL JURISDICTION PERSONAL INJURY ACTIONS:**

1. PURPOSE OF THE FSC

The purpose of the FSC is to verify that the parties/counsel are completely ready to proceed with trial continuously and efficiently, from day to day, until verdict. The PI Courts will verify at the FSC that all parties/counsel have (1) prepared the Exhibit binders and Trial Document binders and (2) met and conferred in an effort to stipulate to ultimate facts, legal issues, motions in limine, and the authentication and admissibility of exhibits.

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1 **2. TRIAL DOCUMENTS TO BE FILED**

2 At least five calendar days prior to the Final Status Conference, the parties/counsel
3 shall serve and file (in Room 102 of the Stanley Mosk Courthouse or by e-Delivery) the
4 following Trial Readiness Documents:

5 **A. TRIAL BRIEFS (OPTIONAL)**

6 Each party/counsel may file, but is not required to file, a trial brief succinctly
7 identifying:

- 8 (1) the claims and defenses subject to litigation;
9 (2) the major legal issues (with supporting points and authorities);
10 (3) the relief claimed and calculation of damages sought; and
11 (4) any other information that may assist the court at trial.

12 **B. MOTIONS IN LIMINE**

13 Before filing motions in limine, the parties/counsel shall comply with the
14 statutory notice provisions of Code of Civil Procedure ("C.C.P.") Section 1005 and the
15 requirements of Los Angeles County Court Rule ("Local Rule") 3.57(a). The caption of each
16 motion in limine shall concisely identify the evidence that the moving party seeks to
17 preclude. Parties filing more than one motion in limine shall number them consecutively.
18 Parties filing opposition and reply papers shall identify the corresponding motion number in
19 the caption of their papers.

20 **C. JOINT STATEMENT TO BE READ TO THE JURY**

21 For jury trials, the parties/counsel shall work together to prepare and file a joint
22 written statement of the case for the court to read to the jury. Local Rule 3.25(g)(4).

23 **D. JOINT WITNESS LIST**

24 The parties/counsel shall work together to prepare and file a joint list of all
25 witnesses in alphabetical order by last name that each party intends to call (excluding
26 impeachment and rebuttal witnesses). Local Rule 3.25(g)(5). The joint witness list shall
27 identify each witness by name, specify which witnesses are experts, and estimate the length
28 of the direct, cross examination and re-direct examination (if any) of each witness. The

1 parties/counsel shall identify all potential witness scheduling issues and special
2 requirements. Any party/counsel who seeks to elicit testimony from a witness not identified
3 on the witness list must first make a showing of good cause to the trial court.

4 **E. LIST OF PROPOSED JURY INSTRUCTIONS**
5 **(JOINT AND CONTESTED)**

6 The parties/counsel shall jointly prepare and file a list of proposed jury
7 instructions, organized in numerical order, specifying the instructions upon which all sides
8 agree and the contested instructions, if any. The List of Proposed Jury Instructions must
9 include a space by each instruction for the judge to indicate whether the instruction was
10 given.

11 **F. JURY INSTRUCTIONS**
12 **(JOINT AND CONTESTED)**

13 The parties/counsel shall prepare a complete set of full-text proposed jury
14 instructions, editing all proposed California Civil Jury Instructions ("CACI") and insert party
15 name(s) and eliminate blanks and irrelevant material. The parties/counsel shall prepare
16 special instructions in a format ready for submission to the jury with the instruction number,
17 title, and text only (i.e., there should be no boxes or other indication on the printed
18 instruction itself as to the requesting party).

19 **G. JOINT VERDICT FORM(S)**

20 The parties/counsel shall prepare and jointly file a proposed general verdict
21 form or special verdict form (with interrogatories) acceptable to all sides. Local Rule
22 3.25(g)(8). If the parties/counsel cannot agree on a joint verdict form, each party must
23 separately file a proposed verdict form.

24 **H. JOINT EXHIBIT LIST**

25 The parties/counsel shall prepare and file a joint exhibit list organized with
26 columns identifying each exhibit and specifying each party's evidentiary objections, if any, to
27 admission of each exhibit. The parties/counsel shall meet and confer in an effort to resolve
28 objections to the admissibility of each exhibit.

1 **I. PAGE AND LINE DESIGNATION FOR**
2 **DEPOSITION AND FORMER TESTIMONY**

3 If the parties/counsel intend to use deposition testimony or former trial
4 testimony in lieu of any witness's live testimony, the parties/counsel shall meet and confer
5 and jointly prepare and file a chart with columns for each of the following: 1) the line and
6 page designations of the deposition or former testimony requested for use, 2) objections,
7 3) counter-designations, 4) any responses thereto, and 5) the Court's ruling.

8 **3. EVIDENTIARY EXHIBITS**

9 The parties/counsel shall jointly prepare (and be ready to temporarily lodge for
10 inspection at the FSC) three sets of tabbed, internally paginated by document, and properly-
11 marked exhibits, organized numerically in three-ring binders (a set for the Court, the Judicial
12 Assistant and the witnesses). The parties/counsel shall mark all non-documentary exhibits
13 and insert a simple written description of the exhibit behind the corresponding numerical tab
14 in the exhibit binder. If the parties have a joint signed exhibit list and electronic copies of
15 their respective exhibits, then the parties/counsel will not be required to produce exhibit
16 binders at the FSC. However, the exhibit binders may be required by the assigned trial
17 judge when the trial commences. In the absence of either a joint signed exhibit list or
18 electronic copies, exhibit binders will be required by all parties/counsel at the FSC.

19 **4. TRIAL BINDERS REQUIRED IN THE PI COURTS**

20 The parties/counsel shall jointly prepare (and be ready to temporarily lodge and
21 include the following for inspection at the FSC) the Trial Documents consisting of conformed
22 copies, tabbed and organized into three-ring binders with a table of contents that includes
23 the following:

- 24 Tab A: Trial Briefs (Optional)
25 Tab B: Motions in Limine
26 Tab C: Joint Statement to Be Read to the Jury
27 Tab D: Joint Witness List

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- 1 Tab E: Joint List of Jury Instructions (identifying the agreed upon and
- 2 contested instructions)
- 3 Tab F: Joint and Contested Jury Instructions
- 4 Tab G: Joint and/or Contested Verdict Form(s)
- 5 Tab H: Joint Exhibit List
- 6 Tab I: Joint Chart of Page and Line Designation(s) for Deposition and Former
- 7 Testimony
- 8 Tab J: Copies of the Current Operative Pleadings (including the operative
- 9 complaint, answer, cross-complaint, if any, and answer to any cross-complaint).

10 The parties/counsel shall organize motions in limine (tabbed in numerical order)

11 behind Tab B with the opposition papers and reply papers for each motion placed directly

12 behind the moving papers. The parties shall organize proposed jury instructions behind

13 Tab F, with the agreed upon instructions first in order followed by the contested instructions

14 (including special instructions) submitted by each side.

15 **5. FAILURE TO COMPLY WITH FSC OBLIGATIONS**

16 The court has discretion to require any party/counsel who fails or refuses to comply

17 with this Amended Standing Order to show cause why the Court should not impose

18 monetary, evidentiary and/or issue sanctions (including the entry of a default or the striking

19 of an answer).

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Dated April 16, 2018

Debra K. Weintraub
 Debra K. Weintraub
 Supervising Judge, Civil
 Los Angeles Superior Court

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.

Additional Information

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

- Contact the California Department of Consumer Affairs (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