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Attorney Services

No. P026786

FIRM: Yeroushalmi & Associates

DATE: 12/28/12  
 COURT: LASC-MOSK  
 CASE NO.:  
 CASE TITLE: CAG v. Cequent  
 DOCUMENTS: Complaint

TELEPHONE: 310-623-1926  
 FAX NO.: 310-623-1930  
 ATTENTION: William  
 CLAIM/FILE #:

EXTRA CHARGES MAY APPLY

STATUE DATE

DO TODAY

COURT FILING       FILE       ISSUE       CONFORM  
 CERTIFY       RECORD       OTHER

SPECIAL INSTRUCTIONS OR DOCUMENTS ATTACHED:

PROCESS SERVING      WITNESS FEES AMOUNT \$:  
 ATTACHED       PLEASE ADVANCE

PLEASE INDICATE NAME EXACTLY AS IT SHOULD APPEAR ON PROOF OF SERVICE

RESIDENCE ADDRESS SERVE:      BUSINESS ADDRESS SERVE:

*Filed CA*

HEARINGS SET FOR:      AT:      DEPT:  
 LAST DAY TO SERVE

PROCESS SERVER:      HAIR COLOR:      WEIGHT:  
 AGE:      EYE COLOR:      HEIGHT:  
 SEX:      RACE:      OTHER:

PERSONAL SERVE      PERSON SERVED:  
 SUBSTITUTE SERVICE      TITLE:  
 NOT SERVED      DATE:      TIME:

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CALWEST PHOTOCOPY

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Los Angeles Superior Court

DEC 28 2012

John A. Clarke, Executive Officer/Clerk  
By *Dawn Alexander* Deputy  
DAWN ALEXANDER

1 Reuben Yeroushalmi (SBN 193981)  
2 Daniel D. Cho (SBN 105409)  
3 Ben Yeroushalmi (SBN 232540)  
4 **YEROUSHALMI & ASSOCIATES**  
5 9100 Wilshire Boulevard, Suite 610E  
6 Beverly Hills, California 90212  
7 Telephone: 310.623.1926  
8 Facsimile: 310.623.1930

9 Attorneys for Plaintiff,  
10 Consumer Advocacy Group, Inc.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

13 CONSUMER ADVOCACY GROUP, INC.,  
14 in the public interest,

15 Plaintiff,

16 v.

17 CEQUENT CONSUMER PRODUCTS,  
18 INC., a Delaware Corporation; CEQUENT  
19 PERFORMANCE PRODUCTS, INC., a  
20 Delaware Corporation; TRIMAS  
21 COMPANY, LLC., a Delaware Limited  
22 Liability Corporation; TRIMAS  
23 CORPORATION, a Delaware Corporation;  
24 BIG LOTS STORES, INC., an Ohio  
25 Corporation; and DOES 1-20;

26 Defendants.

27 CASE NO. **BC498207**

28 COMPLAINT FOR PENALTY AND  
INJUNCTION

Violation of Proposition 65, the Safe  
Drinking Water and Toxic Enforcement  
Act of 1986 (*Health & Safety Code*, §  
25249.5, *et seq.*)

ACTION IS AN UNLIMITED CIVIL  
CASE (exceeds \$25,000)

29 Plaintiff CONSUMER ADVOCACY GROUP, INC. alleges a cause of action against  
30 defendants CEQUENT CONSUMER PRODUCTS, INC., TRIMAS COMPANY, LLC.,  
31 TRIMAS CORPORATION, BIG LOTS STORES., and DOES 1-20 as follows:

32 ///

**THE PARTIES**

1. Plaintiff CONSUMER ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") is an organization qualified to do business in the State of California. CAG is a person within the meaning of Health and Safety Code section 25249.11, subdivision (a). CAG, acting as a private attorney general, brings this action in the public interest as defined under Health and Safety Code section 25249.7, subdivision (d).
2. Defendant CEQUENT CONSUMER PRODUCTS, INC. ("CEQUENT CONSUMER") is a Delaware corporation, doing business in the State of California at all relevant times herein.
3. Defendant CEQUENT PERFORMANCE PRODUCTS, INC. ("CEQUENT PERFORMANCE") is a Delaware corporation, doing business in the State of California at all relevant times herein.
4. Defendant TRIMAS COMPANY, LLC. ("TRIMAS COMPANY") is a Delaware limited liability corporation, doing business in the State of California at all relevant times herein.
5. Defendant TRIMAS CORPORATION ("TRIMAS CORP") is a Delaware corporation, doing business in the State of California at all relevant times herein.
6. Defendant BIG LOTS STORES, INC. ("BIG LOTS") is an Ohio corporation, qualified to do business and doing business in the State of California at all relevant times herein.
7. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-20, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed, believes, and thereon alleges that each fictitiously named defendant is responsible in some manner for the occurrences herein alleged and the damages caused thereby.
8. At all times mentioned herein, the term "Defendants" includes CEQUENT CONSUMER, CEQUENT PERFORMANCE, TRIMAS COMPANY, TRIMAS CORP, BIG LOTS and DOES 1-20.

- 1 9. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all  
2 times mentioned herein have conducted business within the State of California.
- 3 10. Upon information and belief, at all times relevant to this action, each of the Defendants,  
4 including DOES 1-20, was an agent, servant, or employee of each of the other  
5 Defendants. In conducting the activities alleged in this Complaint, each of the  
6 Defendants was acting within the course and scope of this agency, service, or  
7 employment, and was acting with the consent, permission, and authorization of each of  
8 the other Defendants. All actions of each of the Defendants alleged in this Complaint  
9 were ratified and approved by every other Defendant or their officers or managing agents.  
10 Alternatively, each of the Defendants aided, conspired with and/or facilitated the alleged  
11 wrongful conduct of each of the other Defendants.
- 12 11. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the  
13 Defendants was a person doing business within the meaning of Health and Safety Code  
14 section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more  
15 employees at all relevant times.

16 **JURISDICTION**

- 17 12. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article  
18 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except  
19 those given by statute to other trial courts. This Court has jurisdiction over this action  
20 pursuant to Health and Safety Code section 25249.7, which allows enforcement of  
21 violations of Proposition 65 in any Court of competent jurisdiction.
- 22 13. This Court has jurisdiction over Defendants named herein because Defendants either  
23 reside or are located in this State or are foreign corporations authorized to do business in  
24 California, are registered with the California Secretary of State, or who do sufficient  
25 business in California, have sufficient minimum contacts with California, or otherwise  
26 intentionally avail themselves of the markets within California through their manufacture,  
27 distribution, promotion, marketing, or sale of their products within California to render  
28

1 the exercise of jurisdiction by the California courts permissible under traditional notions  
2 of fair play and substantial justice.

3 14. Venue is proper in the County of Los Angeles because one or more of the instances of  
4 wrongful conduct occurred, and continues to occur, in the County of Los Angeles and/or  
5 because Defendants conducted, and continue to conduct, business in the County of Los  
6 Angeles with respect to the consumer product that is the subject of this action.

7 **BACKGROUND AND PRELIMINARY FACTS**

8 15. In 1986, California voters approved an initiative to address growing concerns about  
9 exposure to toxic chemicals and declared their right “[t]o be informed about exposures to  
10 chemicals that cause cancer, birth defects, or other reproductive harm.” Ballot Pamp.,  
11 Proposed Law, Gen. Elec. (Nov. 4, 1986) at p. 3. The initiative, The Safe Drinking  
12 Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code sections  
13 25249.5, *et seq.* (“Proposition 65”), helps to protect California’s drinking water sources  
14 from contamination, to allow consumers to make informed choices about the products  
15 they buy, and to enable persons to protect themselves from toxic chemicals as they see  
16 fit.

17 16. Proposition 65 requires the Governor of California to publish a list of chemicals known to  
18 the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety Code*  
19 § 25249.8. The list, which the Governor updates at least once a year, contains over 700  
20 chemicals and chemical families. Proposition 65 imposes warning requirements and  
21 other controls that apply to Proposition 65-listed chemicals.

22 17. All businesses with ten (10) or more employees that operate or sell products in California  
23 must comply with Proposition 65. Under Proposition 65, businesses are: (1) prohibited  
24 from knowingly discharging Proposition 65-listed chemicals into sources of drinking  
25 water (*Health & Safety Code* § 25249.5), and (2) required to provide “clear and  
26 reasonable” warnings before exposing a person, knowingly and intentionally, to a  
27 Proposition 65-listed chemical (*Health & Safety Code* § 25249.6).

- 1 18. Proposition 65 provides that any person "violating or threatening to violate" the statute  
2 may be enjoined in any court of competent jurisdiction. *Health & Safety Code* § 25249.7.  
3 "Threaten to violate" means "to create a condition in which there is a substantial  
4 probability that a violation will occur." *Health & Safety Code* § 25249.11(e).  
5 Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation,  
6 recoverable in a civil action. *Health & Safety Code* § 25249.7(b).
- 7 19. Plaintiff identified certain practices of manufacturers and distributors of DEHP-bearing  
8 products of exposing, knowingly and intentionally, persons in California to the  
9 Proposition 65-listed chemicals of such products without first providing clear and  
10 reasonable warnings of such to the exposed persons prior to the time of exposure.  
11 Plaintiff later discerned that Defendants engaged in such practice.
- 12 20. On January 1, 1988, the Governor of California added DEHP to the list of chemicals  
13 known to the State to cause cancer, and on October 24, 2003, the Governor added DEHP  
14 to the list of chemicals known to the State to cause developmental male reproductive  
15 toxicity. Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20)  
16 months after addition of DEHP to the list of chemicals known to the State to cause  
17 reproductive toxicity, DEHP became fully subject to Proposition 65 warning  
18 requirements and discharge prohibitions.

19 **SATISFACTION OF PRIOR NOTICE**

- 20 21. On or about July 19, 2011, Plaintiff gave notice of alleged violations of Health and Safety  
21 Code section 25249.6, concerning consumer products exposures and occupational  
22 exposures, subject to a private action to CEQUENT CONSUMER, CEQUENT  
23 PERFORMANCE, TRIMAS COMPANY, TRIMAS CORP, BIG LOTS, and to the  
24 California Attorney General, County District Attorneys, and City Attorneys for each city  
25 containing a population of at least 750,000 people in whose jurisdictions the violations  
26 allegedly occurred, concerning the product Ratchet Tie Downs.

- 1 22. Before sending the notices of alleged violation, Plaintiff investigated the consumer  
2 products involved, the likelihood that such products would cause users to suffer  
3 significant exposures to DEHP, and the corporate structure of each of the Defendants.
- 4 23. Plaintiff's notice of alleged violation included a Certificate of Merit executed by the  
5 attorney for the noticing party, CAG. The Certificate of Merit stated that the attorney for  
6 Plaintiff who executed the certificate had consulted with at least one person with relevant  
7 and appropriate expertise who reviewed data regarding the exposures to DEHP, the  
8 subject Proposition 65-listed chemical of this action. Based on that information, the  
9 attorney for Plaintiff who executed the Certificate of Merit believed there was a  
10 reasonable and meritorious case for this private action. The attorney for Plaintiff attached  
11 to the Certificate of Merit served on the Attorney General the confidential factual  
12 information sufficient to establish the basis of the Certificate of Merit.
- 13 24. Plaintiff's notices of alleged violations also included a Certificate of Service and a  
14 document entitled "The Safe Drinking Water & Toxic Enforcement Act of 1986  
15 (Proposition 65) A Summary." *Health & Safety Code* § 25249.7(d).
- 16 25. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff  
17 gave notices of the alleged violations to CEQUENT CONSUMER, CEQUENT  
18 PERFORMANCE, TRIMAS COMPANY, TRIMAS CORP, BIG LOTS, and the public  
19 prosecutors referenced in Paragraph 21.
- 20 26. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor  
21 any applicable district attorney or city attorney has commenced and is diligently  
22 prosecuting an action against the Defendants.

23 **FIRST CAUSE OF ACTION**

24 **(By CONSUMER ADVOCACY GROUP, INC. and against CEQUENT**  
25 **CONSUMER, CEQUENT PERFORMANCE, TRIMAS COMPANY, TRIMAS**  
26 **CORP, BIG LOTS, and DOES 1-20 for Violations of Proposition 65, The Safe**  
27 **Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code*, §§**  
28 **25249.5, et seq.))**

**Ratchet Tie Downs**

1  
2 27. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
3 reference paragraphs 1 through 26 of this complaint as though fully set forth herein.

4 28. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
5 distributor, promoter, or retailer of Ratchet Tie Downs, which includes but is not limited  
6 to Titan, 10' Ratchet Tie Down, For loads up to: 600lb, Break Strength: 1800lb, #94257  
7 ("TIE DOWNS").

8 29. TIE DOWNS contain DEHP.

9 30. Defendants knew or should have known that DEHP has been identified by the State of  
10 California as a chemical known to cause cancer and reproductive toxicity and therefore  
11 was subject to Proposition 65 warning requirements. Defendants were also informed of  
12 the presence of DEHP in TIE DOWNS within Plaintiff's notice of alleged violations  
13 further discussed above at Paragraph 21.

14 31. Plaintiff's allegations regarding TIE DOWNS concerns "[c]onsumer products  
15 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
16 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
17 exposure that results from receiving a consumer service." *Cal. Code Regs. tit. 27, §*  
18 *25602(b)*. TIE DOWNS are consumer products, and, as mentioned herein, exposures to  
19 DEHP took place as a result of such normal and foreseeable consumption and use.

20 32. Plaintiff's allegations regarding TIE DOWNS also concern Occupational Exposures,  
21 which "means an exposure to any employee in his or her employer's workplace." *Cal.*  
22 *Code Regs. tit. 27, § 25602(f)*. Exposures of DEHP to Defendants' employees occurred  
23 through the course of their employment in their employers' workplaces.

24 33. Plaintiff is informed, believes, and thereon alleges that between July 19, 2002 and the  
25 present, each of the Defendants knowingly and intentionally exposed their employees and  
26 California consumers and users of TIE DOWNS, which Defendants manufactured,  
27 distributed, or sold as mentioned above, to DEHP, without first providing any type of  
28



1 clear and reasonable warning of such to the exposed persons before the time of exposure.  
2 Defendants have distributed and sold TIE DOWNS in California. Defendants know and  
3 intend that California consumers will use and consume TIE DOWNS, thereby exposing  
4 them to DEHP. Defendants thereby violated Proposition 65.

5 34. The principal routes of exposure are through dermal contact, ingestion and inhalation.

6 Persons sustain exposures by handling TIE DOWNS without wearing gloves or any other  
7 personal protective equipment, or by touching bare skin or mucous membranes with  
8 gloves after handling TIE DOWNS, as well as through direct and indirect hand to mouth  
9 contact, hand to mucous membrane, or breathing in particulate matter dispersed from TIE  
10 DOWNS. And as to Defendants' employees, employees may be exposed to DEHP in the  
11 course of their employment by handling, distributing, and selling TIE DOWNS.

12 35. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
13 Proposition 65 as to TIE DOWNS have been ongoing and continuous to the date of the  
14 signing of this complaint, as Defendants engaged and continue to engage in conduct  
15 which violates Health and Safety Code section 25249.6, including the manufacture,  
16 distribution, promotion, and sale of TIE DOWNS, so that a separate and distinct violation  
17 of Proposition 65 occurred each and every time a person was exposed to DEHP by TIE  
18 DOWNS as mentioned herein.

19 36. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
20 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
21 violations alleged herein will continue to occur into the future.

22 37. Based on the allegations herein, Defendants are liable for civil penalties of up to  
23 \$2,500.00 per day per individual exposure to DEHP from TIE DOWNS, pursuant to  
24 Health and Safety Code section 25249.7(b).

25 38. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
26 filing this Complaint.

27 **PRAYER FOR RELIEF**

1 Plaintiff demands against each of the Defendants as follows:

- 2 1. A permanent injunction mandating Proposition 65-compliant warnings;
- 3 2. Penalties pursuant to Health and Safety Code section 25249.7, subdivision (b);
- 4 3. Costs of suit;
- 5 4. Reasonable attorney fees and costs; and
- 6 5. Any further relief that the court may deem just and equitable.

7  
8 Dated: Dec 28, 2012

YEROUSHALMI & ASSOCIATES

9  
10 BY: 

11 Reuben Yeroushalmi  
12 Attorneys for Plaintiff,  
13 Consumer Advocacy Group, Inc.  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Reuben Yeroushalmi (SBN 193981)  
Yeroushalmi & Associates  
9100 Wilshire Blvd., Suite 610E  
Beverly Hills, CA 90212  
TELEPHONE NO.: 310.623.1926 FAX NO.: 310.623.1930  
ATTORNEY FOR (Name): Consumer Advocacy Group, Inc.

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OF ORIGINAL FILED  
Los Angeles Superior Court**

DEC 28 2012

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 N. Hill Street  
MAILING ADDRESS: 111 N. Hill Street  
CITY AND ZIP CODE: Los Angeles 90012  
BRANCH NAME: Stanley Mosk

John A. Clarke, Executive Officer/Clerk  
By *[Signature]* Deputy  
**DAWN ALEXANDER**

CASE NAME:  
Consumer Advocacy Group, Inc. v. Cequent Consumer Products, et al.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  
 **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 498 207**

JUDGE:  
DEPT:

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

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

**Auto Tort**

- Auto (22)
- Uninsured motorist (46)

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

- Asbestos (04)
- Product liability (24)
- Medical malpractice (45)
- Other PI/PD/WD (23)

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

- Business tort/unfair business practice (07)
- Civil rights (08)
- Defamation (13)
- Fraud (16)
- Intellectual property (19)
- Professional negligence (25)
- Other non-PI/PD/WD tort (35)

**Employment**

- Wrongful termination (36)
- Other employment (15)

**Contract**

- Breach of contract/warranty (06)
- Rule 3.740 collections (09)
- Other collections (09)
- Insurance coverage (18)
- Other contract (37)

**Real Property**

- Eminent domain/Inverse condemnation (14)
- Wrongful eviction (33)
- Other real property (26)

**Unlawful Detainer**

- Commercial (31)
- Residential (32)
- Drugs (38)

**Judicial Review**

- Asset forfeiture (05)
- Petition re: arbitration award (11)
- Writ of mandate (02)
- Other judicial review (39)

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

- Antitrust/Trade regulation (03)
- Construction defect (10)
- Mass tort (40)
- Securities litigation (28)
- Environmental/Toxic tort (30)
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

- Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

- RICO (27)
- Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

- Partnership and corporate governance (21)
- 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
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- 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): 1

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/28/2012  
Reuben Yeroushalmi

(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.

**COPY**

## 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

<p><b>Auto Tort</b></p> <ul style="list-style-type: none"> <li>Auto (22)—Personal Injury/Property Damage/Wrongful Death</li> <li>Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</li> </ul> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <ul style="list-style-type: none"> <li>Asbestos (04) <ul style="list-style-type: none"> <li>Asbestos Property Damage</li> <li>Asbestos Personal Injury/Wrongful Death</li> </ul> </li> <li>Product Liability (<i>not asbestos or toxic/environmental</i>) (24)</li> <li>Medical Malpractice (45) <ul style="list-style-type: none"> <li>Medical Malpractice—Physicians &amp; Surgeons</li> <li>Other Professional Health Care Malpractice</li> </ul> </li> <li>Other PI/PD/WD (23) <ul style="list-style-type: none"> <li>Premises Liability (e.g., slip and fall)</li> <li>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</li> <li>Intentional Infliction of Emotional Distress</li> <li>Negligent Infliction of Emotional Distress</li> <li>Other PI/PD/WD</li> </ul> </li> </ul> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <ul style="list-style-type: none"> <li>Business Tort/Unfair Business Practice (07)</li> <li>Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)</li> <li>Defamation (e.g., slander, libel) (13)</li> <li>Fraud (16)</li> <li>Intellectual Property (19)</li> <li>Professional Negligence (25) <ul style="list-style-type: none"> <li>Legal Malpractice</li> <li>Other Professional Malpractice (<i>not medical or legal</i>)</li> </ul> </li> <li>Other Non-PI/PD/WD Tort (35)</li> </ul> <p><b>Employment</b></p> <ul style="list-style-type: none"> <li>Wrongful Termination (36)</li> <li>Other Employment (15)</li> </ul>	<p><b>Contract</b></p> <ul style="list-style-type: none"> <li>Breach of Contract/Warranty (06) <ul style="list-style-type: none"> <li>Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)</li> </ul> </li> <li>Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)</li> <li>Negligent Breach of Contract/Warranty</li> <li>Other Breach of Contract/Warranty</li> <li>Collections (e.g., money owed, open book accounts) (09) <ul style="list-style-type: none"> <li>Collection Case—Seller Plaintiff</li> <li>Other Promissory Note/Collections Case</li> </ul> </li> <li>Insurance Coverage (<i>not provisionally complex</i>) (18) <ul style="list-style-type: none"> <li>Auto Subrogation</li> <li>Other Coverage</li> </ul> </li> <li>Other Contract (37) <ul style="list-style-type: none"> <li>Contractual Fraud</li> <li>Other Contract Dispute</li> </ul> </li> </ul> <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li>Eminent Domain/Inverse Condemnation (14)</li> <li>Wrongful Eviction (33)</li> <li>Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> <li>Writ of Possession of Real Property</li> <li>Mortgage Foreclosure</li> <li>Quiet Title</li> <li>Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</li> </ul> </li> </ul> <p><b>Unlawful Detainer</b></p> <ul style="list-style-type: none"> <li>Commercial (31)</li> <li>Residential (32)</li> <li>Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</li> </ul> <p><b>Judicial Review</b></p> <ul style="list-style-type: none"> <li>Asset Forfeiture (05)</li> <li>Petition Re: Arbitration Award (11)</li> <li>Writ of Mandate (02) <ul style="list-style-type: none"> <li>Writ—Administrative Mandamus</li> <li>Writ—Mandamus on Limited Court Case Matter</li> <li>Writ—Other Limited Court Case Review</li> </ul> </li> <li>Other Judicial Review (39) <ul style="list-style-type: none"> <li>Review of Health Officer Order</li> <li>Notice of Appeal—Labor Commissioner Appeals</li> </ul> </li> </ul>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b></p> <ul style="list-style-type: none"> <li>Antitrust/Trade Regulation (03)</li> <li>Construction Defect (10)</li> <li>Claims Involving Mass Tort (40)</li> <li>Securities Litigation (28)</li> <li>Environmental/Toxic Tort (30)</li> <li>Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</li> </ul> <p><b>Enforcement of Judgment</b></p> <ul style="list-style-type: none"> <li>Enforcement of Judgment (20) <ul style="list-style-type: none"> <li>Abstract of Judgment (Out of County)</li> <li>Confession of Judgment (<i>non-domestic relations</i>)</li> <li>Sister State Judgment</li> <li>Administrative Agency Award (<i>not unpaid taxes</i>)</li> <li>Petition/Certification of Entry of Judgment on Unpaid Taxes</li> <li>Other Enforcement of Judgment Case</li> </ul> </li> </ul> <p><b>Miscellaneous Civil Complaint</b></p> <ul style="list-style-type: none"> <li>RICO (27)</li> <li>Other Complaint (<i>not specified above</i>) (42) <ul style="list-style-type: none"> <li>Declaratory Relief Only</li> <li>Injunctive Relief Only (<i>non-harassment</i>)</li> <li>Mechanics Lien</li> <li>Other Commercial Complaint Case (<i>non-tort/non-complex</i>)</li> <li>Other Civil Complaint (<i>non-tort/non-complex</i>)</li> </ul> </li> </ul> <p><b>Miscellaneous Civil Petition</b></p> <ul style="list-style-type: none"> <li>Partnership and Corporate Governance (21)</li> <li>Other Petition (<i>not specified above</i>) (43) <ul style="list-style-type: none"> <li>Civil Harassment</li> <li>Workplace Violence</li> <li>Elder/Dependent Adult Abuse</li> <li>Election Contest</li> <li>Petition for Name Change</li> <li>Petition for Relief From Late Claim</li> </ul> </li> <li>Other Civil Petition</li> </ul>
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SHORT TITLE:

Consumer Advocacy Group v. Cequent Consumer Products, et al.

CASE NUMBER

BC 498207

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL <sup>3</sup>  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <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> </ol> |
|---|---|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<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>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

**COPY**

SHORT TITLE:

Consumer Advocacy Group v. Cequent Consumer Products, 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., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	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	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
<input type="checkbox"/> A6032 Quiet Title		2., 6.	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Consumer Advocacy Group v. Cequent Consumer Products, 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., 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	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	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., 9.
		<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	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

SHORT TITLE: Consumer Advocacy Group v. Cequent Consumer Products, et al.	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" 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.	ADDRESS: 3600 Wilshire Blvd., Ste. 1407	
	CITY: Los Angeles	STATE: CA

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: 12/28/2012

(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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.



**SUMMONS**  
**(CITACION JUDICIAL)**

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

CEQUENT CONSUMER PRODUCTS, INC., a Delaware Corporation,  
(ADDITIONAL PARTIES ATTACHMENT attached)

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

CONSUMER ADVOCACY GROUP, INC., in the public interest.

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

**CONFORMED COPY**  
**OF ORIGINAL FILED**  
**Los Angeles Superior Court**

**DEC 28 2012**

John A. Clarke, Executive Officer/Clerk  
By *[Signature]* Deputy  
**DAWN ALEXANDER**

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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**  
**Stanley Mosk Courthouse**  
**111 N. Hill St., Los Angeles, CA 90012**

CASE NUMBER:  
(Número del Caso): **BC 498 807**

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):  
**Yeroushalmi & Assoc., 9100 Wilshire Blvd, Suite 610E, Beverly Hills, CA 90212, 310.623.1926**

**JOHN A. CLARKE** Clerk, by **DAWN ALEXANDER**, Deputy  
(Secretario) (Adjunto)

DATE:  
(Fecha)

(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)).

**COPY**

[SEAL]

**DEC 28 2012**

- NOTICE TO THE PERSON SERVED: You are served**
- as an individual defendant.
  - as the person sued under the fictitious name of (specify):
  - 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):
  - by personal delivery on (date):

SHORT TITLE: Consumer Advocacy Group, Inc. v. Cequent Consumer Products, et al	CASE NUMBER:
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
  Defendant
  Cross-Complainant
  Cross-Defendant

CEQUENT PERFORMANCE PRODUCTS, INC., a Delaware Corporation; TRIMAS COMPANY, LLC., a Delaware Limited Liability Corporation; TRIMAS CORPORATION, a Delaware Corporation; BIG LOTS STORES, INC., an Ohio Corporation; and DOES 1-20

Page \_\_\_\_\_ of \_\_\_\_\_

Page 1 of 1

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)**

Case Number \_\_\_\_\_

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

**BC 498207**

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Debre Katz Weintraub	47	507
Hon. Michael P. Linfield	10	631	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. John L. Segal	50	508
Hon. Richard Fruin	15	307	Hon. Abraham Khan	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleifield	53	513
Hon. Kevin C. Brazile	20	310	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Charles F. Palmer	33	409	Hon. Ramona See	69	621
Hon. Amy D. Hogue	34	408	Hon. Soussan G. Bruguera	71	729
Hon. Daniel Buckley	35	411	Hon. Ruth Ann Kwan	72	731
Hon. Gregory Alarcon	36	410	Hon. Teresa Sanchez-Gordon	74	735
Hon. Joanne O'Donnell	37	413	Hon. William F. Fahey	78	730
Hon. Maurcen Duffy-Lewis	38	412	<b>Hon. Emilie H. Elias</b>	<b>324</b>	<b>CCW</b>
Hon. Michelle R. Rosenblatt	40	414	<b>Hon. Elihu M. Berle</b>	<b>323</b>	<b>CCW</b>
Hon. Ronald M. Sohigian	41	417	other		
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Fredrick C. Shaller	46	601			

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ **JOHN A. CLARKE**, Executive Officer/Clerk

By \_\_\_\_\_, Deputy Clerk

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

For additional ADR information and forms visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (**Civil only**).

### What Is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation, and settlement conference are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

### 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 less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

#### Cases for Which Arbitration May Be Appropriate

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.

#### Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

### Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

#### Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

#### Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if 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.

### Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

#### Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

#### Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

### Settlement Conference:

A settlement conference may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer 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. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS**

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

ALTERNATIVE DISPUTE RESOLUTION (ADR) DEPARTMENT

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act (DRPA) to provide information about the availability of local dispute resolution programs funded under DRPA. For more information regarding these programs, contact the Los Angeles County Department of Community and Senior Services Contracts Administration Office at 213-738-2621. The following is a list of the local dispute resolution programs funded in Los Angeles County.

Superior Court of California, County of Los Angeles, ADR Office 213-974-5425  
[www.lasuperiorcourt.org/ADR](http://www.lasuperiorcourt.org/ADR)

**STAFF AND VOLUNTEERS OF THE FOLLOWING AGENCIES ARE NOT EMPLOYEES OF THE  
SUPERIOR COURT:**

Asian-Pacific American Dispute Resolution Center 213-250-8190 [www.apadrc.org](http://www.apadrc.org)

California Academy of Mediation Professionals 818-377-7250 [www.campmediation.org](http://www.campmediation.org)

California Lawyers for the Arts, Arbitration, and Mediation Service 310-998-5590  
[www.calawyersforthearts.org](http://www.calawyersforthearts.org)

Center for Civic Mediation 877-473-7658 213-896-6533 [www.centerforcivicmediation.org](http://www.centerforcivicmediation.org)

Center for Conflict Resolution 818-705-1090 [www.ccr4peace.org](http://www.ccr4peace.org)

Centinela Youth Services, City of Hawthorne 310-970-7702 [www.cys.la.org](http://www.cys.la.org)

Inland Valleys Justice Center 877-832-9325 [www.ivjc.org](http://www.ivjc.org)

Korean American Coalition 4.29 Dispute Resolution Center 213-365-5999 [www.kacla.org](http://www.kacla.org)

Los Angeles County Department of Consumer Affairs, Dispute Settlement Services 213-974-0825  
[www.dca.lacounty.gov](http://www.dca.lacounty.gov)

Loyola Law School, The Center for Conflict Resolution 213-736-1145 [www.lls.edu/ccr](http://www.lls.edu/ccr)

Norwalk Dispute Resolution Program 562-929-5603 [www.ci.norwalk.ca.us/socialservices2.asp](http://www.ci.norwalk.ca.us/socialservices2.asp)

Office of the Los Angeles City Attorney, Dispute Resolution Program 213-485-8324  
[www.atty.lacity.org/mediate](http://www.atty.lacity.org/mediate)

**THE PROGRAMS LISTED ABOVE DO NOT OFFER LEGAL ADVICE OR HELP YOU  
RESPOND TO A SUMMONS; HOWEVER, THEY MAY ASSIST IN RESOLVING YOUR  
PROBLEM THROUGH MEDIATION.**

NAME, ADDRESS, TELEPHONE, FAX, and E-MAIL:	STATE BAR NUMBER:	<i>Reserved for Clerk's File Stamp</i>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
<b>STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER:

The undersigned parties in the above-titled action stipulate to participate in the Alternative Dispute Resolution (ADR) process checked below:

- |  |  |
|--|--|
| <input type="checkbox"/> Mediation<br><input type="checkbox"/> Arbitration (non-binding)<br><input type="checkbox"/> Arbitration (binding) | <input type="checkbox"/> Neutral Evaluation<br><input type="checkbox"/> Settlement Conferen<br><input type="checkbox"/> Other ADR Process ( <i>describe</i> ): _____ |
|--|--|

Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney

Number of additional pages attached to this document: \_\_\_\_\_

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

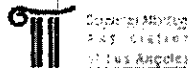


Superior Court of California  
County of Los Angeles

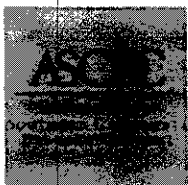


Los Angeles County  
Bar Association  
Litigation Section

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 – EARLY ORGANIZATIONAL MEETING</b>			CASE NUMBER:

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

**The parties agree that:**

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



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

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.  

(INSERT DATE)
(INSERT DATE)
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		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:

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

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

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

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

Date:

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



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

Date:

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



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

Date:

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



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

Date:

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



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

Date:

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



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

Date:

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



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

Date:

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



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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		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:

- 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.

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

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

**THE COURT SO ORDERS.**

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

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