

ORIGINAL

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90401
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Complex

FILED
Los Angeles Superior Court

FEB 14 2012

John A. ...
DOROTHY SWAIN Deputy

BY FAX

Case assigned 0323
to Judge: *Elaine M. Berle*

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

BC478699

15 TOMASA RODRIGUEZ; individually, and
16 on behalf of members of the general public
17 similarly situated;

18 Plaintiff,

19 vs.

20 DOUGLAS EMMETT, INC., a Maryland
21 corporation; DOUGLAS EMMETT
22 MANAGEMENT, INC., a Delaware
23 corporation; DOUGLAS EMMETT
24 MANAGEMENT, LLC, a Delaware
25 corporation; and DOES 1 through 100,
26 inclusive,

27 Defendants

Case No.

CLASS ACTION

COMPLAINT FOR
DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

CHARGE CARD: 550.00
CHECK: 550.00
CASH:
RECEIVED:
CIT/CASE: BC478699 LEA/DEF#:
RECEIPT #: CCH18782809
DATE PAID: 02/14/12 09:42:08 AM
PAYMENT: \$550.00 0310
RECEIVED:
CHECK: 395.00
CASH:
CHANGE:
CARD:
RECEIPT #: CCH18782809
DATE PAID: 02/14/12 09:41:59 AM
PAYMENT: \$395.00 0310
CIT/CASE: BC478699 LEA/DEF#:

1 COMES NOW, Plaintiff Tomasa Rodriguez ("Plaintiff"), individually and on
2 behalf of members of the general public similarly situated, and alleges as follows:

3 THE PARTIES

4 1. At all times relevant herein, Plaintiff was and is an individual residing
5 within the State of California.

6 2. Defendants DOUGLAS EMMETT, INC., DOUGLAS EMMETT
7 MANAGEMENT, INC., and DOUGLAS EMMETT, LLC (hereinafter referred to as
8 "DOUGLAS EMMETT"), at all times herein mentioned, were and are, upon
9 information and belief, a Maryland corporation, a Delaware corporation, and a
10 Delaware corporation, respectively, and at all times hereinafter mentioned, employers
11 whose employees are engaged throughout the State of California, including the County
12 of Los Angeles.

13 3. At all relevant times, DOUGLASS EMMETT was the "employer" of
14 Plaintiff within the meaning of all applicable state laws and statutes.

15 4. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who
17 sues said defendants by such fictitious names. Plaintiff is informed and believes, and
18 based on that information and belief alleges, that each of the defendants designated as a
19 DOE is legally responsible for the events and happenings referred to in this Complaint,
20 and unlawfully caused the injuries and damages to Plaintiff and the other class members
21 alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to
22 show the true names and capacities when the same have been ascertained.

23 5. At all times herein relevant, DOUGLASS EMMETT and
24 DOES 1 through 100, and each of them, were the agents, partners, joint venturers,
25 representatives, servants, employees, successors-in-interest, co-conspirators and
26 assigns, each of the other, and at all times relevant hereto were acting within the course
27 and scope of their authority as such agents, partners, joint venturers, representatives,
28 servants, employees, successors, co-conspirators and assigns, and that all acts or

1 omissions alleged herein were duly committed with the ratification, knowledge,
2 permission, encouragement, authorization and consent of each defendant designated
3 herein.

4 6. Defendants DOUGLASS EMMETT and DOES 1 through 100 will
5 hereinafter be collectively referred to as "Defendants."

6 **THE FACTS**

7 7. Defendants employed Plaintiff from approximately January 2002 to
8 approximately December 2009 within the State of California.

9 8. On or about July 28, 2011, Antoinette Lindsay, a former employee of
10 DOUGLASS EMMETT filed a putative wage-and-hour class action against Defendants.
11 The wage-and-hour class action was filed in Los Angeles Superior Court for the Central
12 District and is titled *ANTOINETTE LINDSAY et al. vs. DOUGLAS EMMETT, INC. et*
13 *al.*, Case No. BC466315 (hereinafter referred to "LINDSAY vs. DOUGLAS EMMETT,
14 INC."). LINDSAY vs. DOUGLAS EMMETT, INC. is actively pending before the
15 Honorable Michael Johnson of Department 56 of the Los Angeles Superior Court for
16 the Central District.

17 9. The named plaintiff in LINDSAY vs. DOUGLAS EMMETT, INC. is
18 seeking to represent a class of current and former non-exempt employees who
19 work/worked on-site at properties "managed" by DOUGLAS EMMETT. The named
20 plaintiff in LINDSAY vs. DOUGLAS EMMETT, INC., among other violations, alleges
21 that DOUGLAS EMMETT violated the Labor Code sections 201, 202, 203, 204,
22 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802,
23 California Labor Code Private Attorneys General Act of 2004 and Business &
24 Professions Code section 17200, et seq.

25 10. On or about December 8, 2011, Manny Vinluan, a former employee of
26 DOUGLASS EMMETT, filed a putative wage-and-hour class action against
27 Defendants. The wage-and-hour class action was filed in Los Angeles Superior Court
28 for the Central District and is titled *MANNY VINLUAN vs. DOUGLAS EMMETT, INC.*

1 *et al.*, Case No. BC474960 (hereinafter referred to "VINLUAN vs. DOUGLAS
2 EMMETT, INC."). VINLUAN vs. DOUGLAS EMMETT, INC. is actively pending
3 before the Honorable Kevin C. Brazile of Department 20 of the Los Angeles Superior
4 Court for the Central District.

5 11. The named plaintiff in VINLUAN vs. DOUGLAS EMMETT, INC. is
6 seeking to represent a class of current and former non-exempt California-based
7 employees who work/worked at the corporate and/or regional offices of DOUGLAS
8 EMMETT in California at any time during the period of December 8, 2007 to final
9 judgment. The named plaintiff in VINLUAN vs. DOUGLAS EMMETT, INC., among
10 other violations, alleges that DOUGLAS EMMETT violated the Labor Code sections
11 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
12 2800, and 2802, California Labor Code Private Attorneys General Act of 2004 and
13 Business & Professions Code section 17200, et seq.

14 12. On or about December 7, 2011, Jeremy Wiss, a former employee of
15 DOUGLAS EMMETT, filed a putative wage-and-hour class action against Defendants.
16 The wage-and-hour class action was filed in Los Angeles Superior Court for the Central
17 District and is titled *JEREMY WISS vs. DOUGLAS EMMETT, INC. et al.*, Case No.
18 BC474789 (hereinafter referred to "WISS vs. DOUGLAS EMMETT, INC."). WISS
19 vs. DOUGLAS EMMETT, INC. is actively pending before the Honorable Elizabeth
20 Allen White of Department 48 of the Los Angeles Superior Court for the Central
21 District.

22 13. The named plaintiff in WISS vs. DOUGLAS EMMETT, INC. is seeking
23 to represent a class of current and former salaried "exempt" California-based employees
24 who work/worked at properties "managed" by DOUGLAS EMMETT in California at
25 any time during the period of December 7, 2007 to final judgment. The named plaintiff
26 in WISS vs. DOUGLAS EMMETT, INC., among other violations, alleges that
27 DOUGLAS EMMETT violated the Labor Code sections 201, 202, 203, 204, 226(a),
28 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Business &

1 Professions Code section 17200, et seq.

2 14. Plaintiff is informed and believes, and based thereon alleges that she is a
3 member of the putative class in LINDSAY vs. DOUGLAS EMMETT, INC.

4 15. Plaintiff is informed and believes, and based thereon alleges, on or about
5 July 28, 2011, after the complaint in LINDSAY vs. DOUGLAS EMMETT, INC., was
6 filed with the Court, Defendants solicited and presented its current and former
7 employees with uniform, boilerplate "Settlement Agreement And Release"
8 ("RELEASE" OR "RELEASES").

9 16. The RELEASES state in Recital Paragraph B that "I want to fully and
10 finally resolve the legal claims asserted by Plaintiff in the lawsuit to avoid the delay and
11 uncertainty of litigation."

12 17. The RELEASES state in Agreement Paragraph 1 that "In exchange for me
13 signing this Agreement, Douglas Emmett Management, LLC will pay me \$250 (less
14 any deductions of withholding required by law)."

15 18. The RELEASES also state in Agreement Paragraph 3 that "In exchange
16 for the payment described above, I voluntarily and knowingly waive and release
17 Douglas Emmett from all claims and causes of action asserted in the lawsuit and/or
18 arising out of facts alleged in the lawsuit, without regard to the legal theories or laws on
19 which any such claim(s) or cause(s) of action are based, that I have or may have against
20 up to and including the date of this Agreement. This waiver and release is intended to
21 and does broadly include all causes of action which have been or could be asserted
22 based on the factual allegation in that lawsuit. . . ."

23 19. Furthermore, in Agreement Paragraph 4, the RELEASES purport to have
24 Defendants' employees release all known and unknown claims, by noting "I
25 understand, acknowledge and agree that the waiver and release in paragraph 3 includes
26 claims of which I am or may be unaware. I waive my rights under California Civil code
27 section 1542, which provides as follows: A general release does not extend to claims
28 which the creditor does not know or suspect to exist in his or her favor at the time of

1 executing the release, which if known by him or her, must have materially affected his
2 or her settlement with the debtor.”

3 20. Plaintiff signed a RELEASE.

4 21. Despite requesting that Plaintiff and the other class members sign one of
5 the RELEASES, Defendants never inquired as to how much overtime hours Plaintiff or
6 the other employees worked for Defendants, how many meal or rest breaks they
7 “missed,” how much in necessary business-related expenses remained unpaid by
8 Defendants, and/or whether they received minimum wages for all hours worked.

9 22. Despite requesting that Plaintiff and other employees to sign a RELEASE,
10 Defendants never inquired into the job duties that Plaintiff or the other class members
11 performed or the amount of time each day that they performed those job duties.

12 23. Defendants did not provide any basis for the amount of compensation
13 Plaintiff or the other class members would receive nor did they make any efforts to
14 determine what was owed to Plaintiff or the other class members.

15 **CLASS ACTION ALLEGATIONS**

16 24. Plaintiff brings this action on her own behalf and on behalf of all other
17 members of the general public similarly situated, and thus, seek class certification under
18 Code of Civil Procedure section 382.

19 25. The proposed class consists of the following defined class:

20 All current and former employees who worked for Defendants and who
21 signed a RELEASE in California during the period of July 28, 2011 to
22 final judgment.

23 26. Plaintiff reserves the right to establish subclasses as appropriate.

24 27. There is a well-defined community of interest in the litigation and the
25 class is easily ascertainable:

26 a. Numerosity:

27 The class members are so numerous that joinder of all class
28 members would be unfeasible and impracticable. The exact

1 membership of the entire class is unknown to Plaintiff at this time;
2 however, the class is estimated to be greater than five-hundred
3 (500) individuals and the identity of such membership is readily
4 ascertainable by inspection of Defendants' employment records.

5 b. Typicality:

6 Plaintiff is qualified to, and will, fairly and adequately protect the
7 interests of the class members with whom she has a well-defined
8 community of interest, and Plaintiff's claims are typical of all other
9 class members' as demonstrated herein.

10 c. Adequacy:

11 Plaintiff is qualified to, and will, fairly and adequately protect the
12 interests of each class member, with whom she has a well-defined
13 community of interest and typicality of claims, as demonstrated
14 herein. Plaintiff acknowledges that she has an obligation to make
15 known to the Court any relationship, conflicts or differences with
16 any class member. Plaintiff's attorneys, the proposed class
17 counsel, are versed in the rules governing class action discovery,
18 certification, and settlement. Plaintiff has incurred, and during the
19 pendency of this action will continue to incur, costs and attorney's
20 fees, that have been, are, and will be necessarily expended for the
21 prosecution of this action for the substantial benefit of each class
22 member.

23 d. Superiority:

24 This is a declaratory relief action that seeks a determination of the
25 validity of purported agreements that are identical and were
26 uniformly presented to Plaintiff and the potential class.

27 Defendants' had a uniform, corporate policy of not paying its
28 hourly paid or non-exempt employees in conformity with

1 California wage-and-hour laws. After it recognized its violation of,
2 *inter alia*, the California Labor Code, Defendants knowingly
3 obtained purported releases of its employees' claims for far less
4 than their actual value. Accordingly, a determination of the
5 validity of one purported agreement will apply to all other
6 purported agreements, and this case is appropriate for class
7 treatment.

8 28. There are common questions of law and fact as to the class members that
9 predominate over questions affecting only individual members, including, but not
10 limited to:

- 11 a. Whether Plaintiff and the other class members could waive the
12 wage-and-hour laws designed for their benefit under California law
13 and whether such waivers were voluntary, knowing and valid;
- 14 b. Whether Defendants' RELEASES bar Plaintiff and the other class
15 members from recovering the wages due and owing to them by
16 Defendants;
- 17 c. Whether Defendants' RELEASES bar Plaintiff and the other class
18 members from recovering the damages and civil penalties sought in
19 LINDSAY vs. DOUGLAS EMMETT, INC.;
- 20 d. Whether Defendants' RELEASES bar Plaintiff and the other class
21 members from recovering unreimbursed business-related expenses
22 in LINDSAY vs. DOUGLAS EMMETT, INC.;
- 23 e. Whether Defendants' RELEASES bar Plaintiff and the other class
24 members from recovering the damages and civil penalties sought in
25 WISS vs. DOUGLAS EMMETT, INC.;
- 26 f. Whether Defendants' RELEASES bar Plaintiff and the other class
27 members from recovering unreimbursed business-related expenses
28 in WISS vs. DOUGLAS EMMETT, INC.;

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- g. Whether Defendants' RELEASES bar Plaintiff and the other class members from recovering the damages and civil penalties sought in VINLUAN vs. DOUGLAS EMMETT, INC.;
- h. Whether Defendants' RELEASES bar Plaintiff and the other class members from recovering unreimbursed business-related expenses in VINLUAN vs. DOUGLAS EMMETT, INC.;
- i. Whether Defendants' RELEASES are valid and enforceable agreements;
- j. Whether Defendants' RELEASES are contrary to law or public policy;
- k. Whether Defendants' RELEASES prevent Plaintiff and the other class members from participating, in any way, in LINDSAY vs. DOUGLAS EMMETT, INC.;
- l. Whether Defendants' RELEASES prevent Plaintiff and the other class members from participating, in any way, in VINLUAN vs. DOUGLAS EMMETT, INC.;
- m. Whether Defendants' RELEASES prevent Plaintiff and the other class members from participating, in any way, in WISS vs. DOUGLAS EMMETT, INC.;
- n. Whether there was a bona fide dispute as to whether Defendants owed Plaintiff and the other class members back pay for wages and penalties when Defendants implemented and exercised its plan to obtain release and waiver of their claims;
- o. Whether there was a good faith dispute as to whether Defendants owed Plaintiff and the other class members back pay for wages and penalties when Defendants implemented and exercised its plan to obtain release and waiver of their claims; and
- p. What are Plaintiff and the other class members' and Defendants'

1 rights and duties under the RELEASES.

2 **CAUSE OF ACTION FOR DECLARATORY RELIEF**

3 29. Plaintiff incorporates by reference the allegations contained in paragraphs
4 1 through 28, and each and every part thereof with the same force and effect as though
5 fully set forth herein.

6 30. Because Defendants had knowingly not paid its employees in conformity
7 with California wage-and-hour laws and made no effort to determine the amount of
8 back wages it truly owed to Plaintiff and the other class members before obtaining
9 settlements for pennies on the dollar, there was no possible bona fide or good faith
10 dispute.

11 31. As part of a its scheme to obtain the RELEASES without providing just
12 compensation, among other things, Defendants engaged in a pattern and practice with
13 regard to the class members, which included one or more of the following: 1)
14 intentionally and knowing communicating false, incorrect, misleading, confusing and/or
15 incomplete information regarding LINDSAY vs. DOUGLAS EMMETT, INC.,
16 VINLUAN vs. DOUGLAS EMMETT, INC., and/or WISS vs. DOUGLAS EMMETT,
17 INC. including but not limited to the claims, causes of action, allegations, procedural
18 process, potential recovery, settlement discussions, the parties, and the counsel of
19 record for the parties; 2) falsely explaining that the RELEASES were required for
20 "insurance" purposes; 3) knowingly presenting the RELEASES in English, to
21 individuals that did not speak English fluently; 4) failing to provide a reasonable
22 amount of time to consider the terms of the RELEASES by requiring that the
23 RELEASES be signed immediately or during an unreasonable period of time;
24 5) refusing to provide a signed copy of the RELEASES to individuals who signed the
25 release; 6) refusing to discuss the terms of the RELEASES with counsel for the class
26 members; 7) falsely informing the class members that the settlements sums would not
27 be taxed; 8) refusing to negotiate any terms or conditions of the RELEASES;
28 9) refusing to negotiate the offered settlement sum; 10) threatening to retaliate and/or

1 retaliating against class members who expressed concern regarding the RELEASES
2 and/or refused to sign one of the RELEASES; 11) failing to provide the class members
3 with the opportunity to consult with an attorney; 12) fraudulently, unlawfully,
4 unconscionably inducing, coercing, and manipulating the class members to sign the
5 RELEASES; and/or 13) failing to provide the class members adequate consideration in
6 exchange for signing the RELEASES.

7 32. Accordingly, an actual controversy has arisen, and a dispute now exists,
8 between Plaintiff and the members of the potential class, and Defendants, and each of
9 them, concerning the respective rights, duties, obligations and liabilities of the
10 respective parties, both as to the past and as to the future, in that Plaintiff and the
11 potential class members contend that the above-mentioned pattern, practice and uniform
12 administration of corporate policy of Defendants of obtaining the RELEASES and
13 waivers of statutory claims and minimum working conditions in exchange for a nominal
14 sum less than all the wages earned by them and less than what they would be owed
15 under the law is in violation of the laws of the State of California.

16 33. Accordingly, by their very nature, the RELEASES are unenforceable.
17 Plaintiff is informed and believes that Defendants, and each of them, deny said
18 contentions and in turn contend that agreements which circumvent statutory wage
19 requirements are enforceable and thus the class members who have signed said
20 agreements are not entitled to any further compensation whatsoever for said work.

21 34. Plaintiff and the other members of the class, desire a declaration of their
22 rights, and the duties and obligations of the Defendants, and each of them, in regard to
23 this ongoing controversy and dispute, which continues to this day. Such a declaration is
24 necessary and appropriate in order that Plaintiff and the other members of the class may
25 ascertain their rights in reference to said work to be performed in the future, so that they
26 may not be deprived of their just compensation for work to be performed in the future.

27 ///

28 ///

1 PRAYER

2 WHEEFORE, Plaintiff on her own behalf and on behalf of the other members of
3 the class, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 Class Certification

- 6 1. That this action be certified as a class action;
7 2. That Plaintiff be appointed as the representative of the class;
8 3. That counsel for Plaintiff be appointed as class counsel; and
9 4. That Defendants provide to class counsel the names and most current
10 contact information (property address, telephone numbers, email addresses) of all class
11 members.

12 As to the Cause of Action for Declaratory Relief

- 13 1. An order determining that this action may proceed and be maintained as a
14 class action;
15 2. A declaratory judgment that the RELEASES are invalid and
16 unenforceable;
17 3. A declaratory judgment that the RELEASES are contrary to law and
18 public policy;
19 4. A declaratory judgment that Plaintiff and the other class members are
20 entitled to recover the statutory wages, civil penalties, interest, and other damages
21 sought in LINDSAY vs. DOUGLAS EMMETT, INC.;
22 5. Awarding Plaintiff and the other class members their attorneys' fees and
23 costs of suit to the extent permitted by law; and
24 6. All other relief as this Court may deem just and proper.

25 Dated: February 10, 2012

LAWYERS FOR JUSTICE, PC

26
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28 By: 

Edwin Aiwarzian
Attorneys for Plaintiff

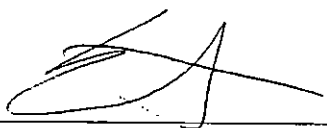
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JURY DEMAND

Plaintiff, on her own behalf and on behalf of the other members of the class,
hereby requests a trial by a jury.

Dated: February 10, 2012

LAWYERS FOR JUSTICE, PC

By: 

Edwin Aiwazian
Attorneys for Plaintiff

ORIGINAL FILED

CM-010

FOR COURT USE ONLY

FEB 14 2012
John A. Platte, Executive Officer/Clerk
By DOROTHY SWAIN, Deputy

BC478699

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203

TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021

ATTORNEY FOR (Name): Plaintiff Tomasa Rodriguez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

Tomasa Rodriguez vs. Douglas Emmett, Inc., et al

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

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): One

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: February 10, 2012

Edwin Aiwarzian

(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

BY FAX

ORIGINAL

SHORT TITLE: Tomasa Rodriguez vs. Douglas Emmett, Inc., et al.	CASE NUMBER: BC 478699
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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 2.0 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 10 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)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

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

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

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (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.
Asbestos (04) Product Liability (24) Medical Malpractice (45) Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
<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.	

BY FAX

SHORT TITLE:

Tomasa Rodriguez vs. Douglas Emmett, Inc., et al.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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 type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
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.
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.
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-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:

Tomasa.Rodriguez vs. Douglas Emmett, Inc., et al.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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 (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.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input checked="" 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.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	<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: Tomasa Rodriguez vs. Douglas Emmett, Inc., 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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 808 Wilshire Boulevard, Suite 200
CITY: Santa Monica	STATE: CA	ZIP CODE: 90401	

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, subds. (b), (c) and (d)].

Dated: February 10, 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.