

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Jun-26-2015 3:36 pm

Case Number: CGC-15-546575

Filing Date: Jun-26-2015 3:30

Filed by: ROSSALY DELAVEGA

Juke Box: 001 Image: 04970387

COMPLAINT

**DISCOVERY HOME NETWORK, INC. DBA LOVELY, A DELAWARE VS. 3TAPS,
INC. A DELAWARE CORPORATION ET AL**

001C04970387

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

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

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

3TAPS, INC., Robert G. Kidd and Does 1 through 25, inclusive
AN INDIVIDUAL C/S.

A DELAWARE CORPORATION

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

Discover Home Network, Inc. d/b/a Lovely *- A DELAWARE CORPORATION*

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): San Francisco County Superior Court
400 McAllister Street, Civic Center, San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-15-546575

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):
Timothy T. Scott, King & Spalding, 601 S. California Ave, Ste 100, Palo Alto, CA 94304, 650-422-6700

DATE: JUN 26 2015
(Fecha)

CLERK OF THE COURT

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010).)

DE LA VEGA-NAVARRO, Rossaly



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. 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):

- 4. by personal delivery on (date):

FAKED

FILED
Superior Court of California
County of San Francisco

JUN 26 2015

CLERK OF THE COURT
BY: [Signature]
Deputy Clerk

1 TIMOTHY T. SCOTT (State Bar No. 126971)
tscott@kslaw.com
2 GEORGE R. MORRIS (State Bar No. 249930)
gmorris@kslaw.com
3 JULIE A. STOCKTON (State Bar No. 286944)
jstockton@kslaw.com
4 KING & SPALDING LLP
5 601 South California Avenue
6 Palo Alto, CA 94304
7 Telephone: +1 650 422 6700
Facsimile: +1 650 422 6800

8 Attorneys for Plaintiff
9 DISCOVER HOME NETWORK, INC. d/b/a Lovely

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN FRANCISCO

12 DISCOVER HOME NETWORK, INC. d/b/a
13 Lovely, a Delaware corporation,

14 Plaintiff,

15 v.

16 3TAPS, INC., a Delaware corporation;
17 ROBERT G. KIDD, an individual; and Does 1
through 25, inclusive,

18 Defendants.

Case No.

CGC-15-546575

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) EQUITABLE INDEMNITY; and
- (3) PROMISSORY ESTOPPEL

JURY TRIAL DEMANDED

19
20 Comes now Plaintiff DISCOVER HOME NETWORK, INC., d/b/a Lovely ("Lovely")
21 and alleges as follows:

22 **INTRODUCTION**

23
24 1. Plaintiff Lovely is a digital search company that assists consumers searching for
25 an apartment. Lovely operates the website livelovely.com, which provides searchable apartment
26 listings, and also distributes its content through an iPhone application.

27 2. Among other data services, Defendant 3Taps, Inc. ("3Taps") distributes online
28 content, including content relating to available apartments, to third parties, such as Lovely.

COMPLAINT

FAXED

ORIGINAL

1 3Taps was founded and is run by Robert G. Kidd.

2 3. On October 30, 2012, Lovely and 3Taps entered into a Content License
3 Agreement (the "Agreement") providing for the distribution of apartment listing content by
4 3Taps to Lovely, which Lovely would display on its site. Section 10 of the Agreement contained
5 an undertaking by 3Taps to indemnify Lovely for any liability arising out of 3Taps' gross
6 negligence, willful misconduct, or provision of content pursuant to the contract (the
7 "Indemnity").

8 4. The Indemnity was triggered when Lovely was named as a defendant by
9 Craigslist, Inc. ("Craigslist") in its First Amended Complaint of case no. 3:12-cv-03816-CRB
10 before the U.S. District Court, Northern District of California (the "Federal Litigation"). The
11 Federal Litigation alleged, among other things, that Lovely is liable for its use of content from
12 3Taps that was procured and distributed by 3Taps in acts constituting willful misconduct, breach
13 of contractual terms of use, and violation of copyright and trademark laws.

14 5. 3Taps initially agreed that it was required to indemnify Lovely pursuant to the
15 Indemnity, and promised both verbally and in writing to honor its indemnification obligation.
16 3Taps initially paid the legal fees of counsel it retained to defend both itself and Lovely.

17 6. This case arises from 3Taps' sudden decision to refuse to continue to indemnify
18 Lovely for losses it has sustained as the result of claims made by Craigslist in the Federal
19 Litigation. 3Taps' sudden refusal to honor its indemnification obligations contravenes the
20 express terms of Section 10 of the Agreement, its repeated promises to indemnify Lovely, and its
21 course of conduct over the past two and a half years.

22 **PARTIES**

23 7. Plaintiff Lovely is a Delaware corporation with its principal place of business
24 located at 514 Bryant Street, San Francisco, California 94107.

25 8. Defendant 3Taps is a Delaware corporation with its principal place of business
26 located at 474 Liberty Street, San Francisco, California 94114.

27 9. Robert G. Kidd is an individual who resides in Muir Beach, California. At all
28 relevant times, Defendant Kidd was and is the founder, sole shareholder, and Chief Executive

1 Officer of Defendant 3Taps.

2 10. Defendant 3Taps is an alter ego of Defendant Kidd with a unity of interest and
3 ownership such that the separate personalities of Mr. Kidd, as sole shareholder, and the corporate
4 entity no longer exist. As a result, the failure to disregard the separate identities would result in
5 fraud or injustice.

- 6 a. On information and belief, Mr. Kidd designed and operates 3Taps to shield
7 himself from any personal liability.
- 8 b. On information and belief, 3Taps is intentionally undercapitalized to the
9 extent that it cannot fund its basic operating expenses, much less its liabilities.
- 10 c. On information and belief, Mr. Kidd is the sole shareholder and source of
11 funding for the corporation. On information and belief, he severely
12 underfunded 3Taps by investing approximately \$60,700, which is less than
13 3Taps' basic operating expenses and far less than its potential liabilities. On
14 information and belief, Mr. Kidd deliberately undercapitalized the corporation
15 to render 3Taps "judgment proof."
- 16 d. On information and belief, at least one 3Taps officer expressed concern that
17 3Taps is severely underfunded while Mr. Kidd remains the sole financier.
- 18 e. On information and belief, 3Taps has not obtained any additional investments
19 beyond the initial \$60,700 in equity that Mr. Kidd invested four years ago,
20 even though 3Taps' expenses total millions of dollars.
- 21 f. Mr. Kidd asserted that he would place 3Taps into bankruptcy proceedings to
22 avoid paying damages or otherwise satisfying 3Taps' liabilities.
- 23 g. On information and belief, Mr. Kidd does not segregate his personal funds
24 from 3Taps' funds, which are extensively comingled. On information and
25 belief, Mr. Kidd pays 3Taps' employees and vendors, as well as 3Taps' legal
26 bills from his personal accounts. Moreover, on information and belief, Mr.
27 Kidd continues to pay for 3Taps' corporate expenses from his personal
28 accounts.

- 1 h. Because Mr. Kidd's finances are so intertwined with 3Taps, on information
2 and belief, there have been instances when 3Taps could not commit to new
3 work or pay its bills due to the unavailability of Mr. Kidd's personal funds.
- 4 i. On information and belief, Mr. Kidd dominates and controls 3Taps'
5 operations and is the sole shareholder of 3Taps' voting stock.
- 6 j. On information and belief, Mr. Kidd unilaterally determines 3Taps' corporate
7 strategy and has fired employees who disagree with his decisions. On
8 information and belief, the legal formalities required by 3Taps' status as a
9 corporation have been disregarded.
- 10 k. Because Mr. Kidd and 3Taps share a unity of interest, adhering to the fiction
11 that 3Taps constitutes an entity distinct from Mr. Kidd would permit an abuse
12 of the corporate privilege and promote an inequitable result.
- 13 l. Mr. Kidd, by and through 3Taps, induced Lovely to rely on representations
14 that it would be indemnified pursuant to Section 10 of the Agreement.
15 However, based on 3Taps' sudden refusal to continue indemnifying Lovely, it
16 is believed that Mr. Kidd had no intention of 3Taps fulfilling the Indemnity or
17 adhering to its promises of indemnity.
- 18 m. Mr. Kidd cannot use 3Taps to shield himself from the ramifications of his
19 actions. To do so would allow Mr. Kidd to abuse the corporate form.

20 Defendant Kidd is thus jointly and severally liable for the actions of 3Taps.

21 11. Does 1-25 are persons or entities responsible in whole or in part for the
22 wrongdoing alleged herein ("Doe Defendants"). Lovely is informed and believes, and based
23 thereon alleges, that each of the Doe Defendants participated in, ratified, endorsed, or was
24 otherwise involved in the acts complained of, and that they have liability for such acts. Lovely
25 will amend this Complaint if and when the identities of such persons or entities and the scope
26 of their actions become known.

27 //

28

1 protect it in the event Lovely was ever sued by Craigslist in connection with Lovely's use of
2 3Taps' content.

3 22. 3Taps and Mr. Kidd knew of Lovely's concerns regarding Lovely being named in
4 the Federal Litigation and, therefore, consented to the Indemnity and further represented to
5 Lovely, both verbally and in writing after the Agreement was entered into, their understanding
6 that the Indemnity covered Lovely in the event Craigslist sued Lovely in connection with
7 Lovely's use of 3Taps' content.

8 23. Section 10 of the Agreement contains the Indemnity, which requires 3Taps to
9 "defend, indemnify and hold harmless" Lovely against a variety of claims, including those
10 related to:

11 (ii) [3Taps'] gross negligence or willful misconduct; or

12 (iii) any content or materials authored by [3Taps] and made available to [Lovely]
13 as a result of this Agreement [that]...infringes or misappropriates any third
14 party's copyright, trademark, or trade secret or violates any... applicable federal,
state, or local law or regulation.

15 The Indemnity expressly survives any expiration or termination of the Agreement.

16 24. After Lovely entered into the Agreement, Craigslist amended the Federal
17 Litigation to name Lovely as a defendant.

18 25. Lovely steadfastly believed that the Indemnity would fully cover it in the event it
19 incurred any losses arising from 3Taps' provision of content, including, specifically, the claims
20 made by Craigslist in the Federal Litigation. Not only did the express language of the
21 Agreement confirm this to be the case, but 3Taps, Mr. Kidd and his representatives reiterated the
22 parties' understanding on numerous occasions.

23 26. In the Federal Litigation, Craigslist asserted multiple causes of action, including
24 claims for copyright infringement, trademark infringement and dilution, breach of contract, and
25 misappropriation. With regard to 3Taps, Craigslist alleged that some of the content that 3Taps
26 sold to third parties, such as Lovely, had been misappropriated through a series of illegal data-
27 collection methods.

28 27. Shortly after Craigslist amended the Federal Litigation to add Lovely as a

1 defendant, 3Taps conceded in writing that the claims brought by Craigslist fell within the ambit
2 of the indemnification provision of the Agreement. In an email dated December 12, 2012,
3 3Taps' general counsel stated to Lovely's founder and CEO: "3taps does intend to provide
4 LiveLovey's [sic] defense as to claims that fall within the scope of our indemnity obligation. At
5 this juncture I believe that covers all of the allegations that craigslist [sic] has made in its
6 complaint agains [sic] your company."

7 28. 3Taps and Lovely subsequently executed a joint representation agreement with
8 the law firm Locke Lord LLP. The agreement specifically provided that Locke Lord represents
9 Lovely "via an agreement of indemnity that exists between Lovely and 3taps [sic], . . . which . . .
10 will require 3taps to fund Lovely's defense, all as agreed between the parties." 3Taps'
11 commitment to indemnify Lovely was again acknowledged in a section entitled Joint
12 Representation; Agreement of Indemnity, which reiterated "that pursuant to an agreement of
13 indemnity, your defense will be funded by 3taps, Inc. [sic], and 3taps, Inc. [sic] has confirmed
14 this to be true." Moreover, 3Taps' conduct confirmed this understanding: 3Taps initially paid
15 the joint legal fees generated by Locke Lord LLP, and, later, Skadden, Arps, Slate, Meagher &
16 Flom, LLP, without complaint.

17 29. Due to 3Taps' assurances of indemnity, Lovely fully cooperated in the joint
18 defense. 3Taps directed the litigation strategy and the hiring of defense counsel — first, Locke
19 Lord LLP and, later, Skadden, Arps, Slate, Meagher & Flom, LLP.

20 30. As the Federal Litigation continued, 3Taps continued to reiterate its
21 understanding of the Indemnity, and its commitment to indemnify Lovely for liabilities
22 generated by the Federal Litigation. In an email dated March 23, 2014, Mr. Kidd declared to the
23 CEO of Lovely that "3Taps intends to continue to defend the claims by Craigslist against itself
24 and Lovely." Additionally, during a telephone conference held on March 10, 2014, 3Taps'
25 general counsel assured Lovely's general counsel that 3Taps' would honor its indemnification
26 obligation.

27 31. However, now — after nearly three years of litigation — 3Taps abruptly refuses
28 to continue indemnifying Lovely, claiming that the Indemnity does not apply to the claims

1 asserted by Craigslist.

2 32. As a consequence of 3Taps' sudden refusal to indemnify Lovely, Lovely has
3 incurred in excess of \$500,000 in documented attorneys' fees defending the action brought by
4 Craigslist.

5 33. After 3Taps refused to defend or indemnify Lovely, Lovely felt it was important
6 to mitigate any further damages and entered into a conditional settlement agreement with
7 Craigslist, resolving the claims brought against it by Craigslist and obligating Lovely to pay
8 Craigslist \$2.1 million and to comply with specific conditions over a period of time. On April 3,
9 2015, the court before which the Federal Litigation is pending entered a final judgment
10 approving the conditional settlement and issuing a permanent injunction against Lovely (the
11 "Federal Litigation Order").

12 34. To date, despite repeated requests from Lovely, 3Taps has refused to indemnify
13 Lovely for the final judgment of \$2.1 million under the Federal Litigation Order and related
14 attorneys' fees totaling approximately \$500,000.

15 **FIRST CAUSE OF ACTION**

16 **(Breach of Contract as to all Defendants)**

17 35. Lovely incorporates by reference each of the allegations contained in paragraphs
18 1 through 34 as if fully set forth herein.

19 36. Lovely and 3Taps entered into the Agreement. The Agreement is valid and
20 enforceable, and supported by adequate, mutual consideration.

21 37. Lovely performed each and every one of its material obligations under the
22 Agreement.

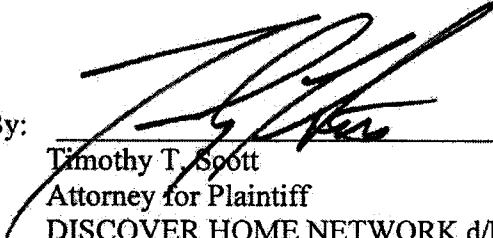
23 38. Under Section 10 of the Agreement, 3Taps agreed to "defend, indemnify and hold
24 harmless" Lovely against "any third party claim...arising from or related to: (ii) [3Taps] gross
25 negligence or willful misconduct; or (iii) any content or materials authored by [3Taps] and made
26 available to [Lovely] as a result of this Agreement infringes misappropriates any third party's
27 copyright, trademark, or trade secret, or violates any right of privacy or publicity or any
28 applicable federal, state, or local law or regulation."

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- 3. For attorneys' fees incurred herein pursuant to Section 11(c) of the Agreement;
- and
- 4. For any such other and further relief the Court deems just and proper.

DATED: June 26, 2015

KING & SPALDING LLP

By: 
Timothy T. Scott
Attorney for Plaintiff
DISCOVER HOME NETWORK d/b/a
Lovely.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Timothy T. Scott (State Bar No. 126971); George R. Morris (State Bar No. 249930)
Julie A. Stockton (State Bar No. 286944)
King & Spalding, LLP
601 South California Avenue, Ste 100, Palo Alto, CA 94304
TELEPHONE NO.: (650) 422-6700 FAX NO.: (650) 422-6800
ATTORNEY FOR (Name): Discover Home Network, Inc. d/b/a Lovely

FOR COURT USE ONLY
FILED
Superior Court of California
County of San Francisco
JUN 26 2015
CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center

CASE NAME:
Discover Home Network, Inc. v. 3Taps, Inc., Robert G. Kidd, 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:
CGC-15-546575
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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): (1) Breach of Contract; (2) Equitable Indemnity; (3) Promissory Estoppel
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: June 26, 2015
Timothy T. Scott
(TYPE OR PRINT NAME)

[Signature]
(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.

ORIGINAL

FILED

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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