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4/2012

J. Scott Souders, Esq., State Bar # 069425  
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Newport Beach, CA 92660  
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**FILED**  
LOS ANGELES SUPERIOR COURT

NOV 14 2012

Attorneys for Plaintiffs Jeff Lewis, Jeff Lewis Productions, Inc., and Jeff Lewis Design, LLC,  
JOHN A. CLARKE, CLERK  
AMBER HAYES, DEPUTY

*042 Holly Kennedy*

LOS ANGELES COUNTY SUPERIOR COURT  
CENTRAL JUSTICE CENTER

JEFF LEWIS; JEFF LEWIS PRODUCTIONS, INC.; and JEFF LEWIS DESIGN, LLC,

Case No. 86495671

Assigned for All Purposes to:

Plaintiffs,

v.

COMPLAINT FOR:

JENNI PULOS; and DOES 1 through 10, inclusive,

- (1) SPECIFIC PERFORMANCE;
- (2) DECLARATORY RELIEF; and
- (3) PRELIMINARY AND PERMANENT INJUNCTION

Defendants.

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COMES NOW complainants JEFF LEWIS, JEFF LEWIS PRODUCTIONS, INC., and JEFF LEWIS DESIGN, LLC, who complain and allege as follows:

1. JEFF LEWIS ["JEFF"] is an individual residing in the State of California.
2. JEFF LEWIS PRODUCTIONS, INC., is a California corporation doing business in the State of California.
3. JEFF LEWIS DESIGN, LLC, is a California limited liability company doing business in the State of California.
4. JENNI PULOS ["JENNI"] is an individual which plaintiffs are informed and believe and herein allege resides in the State of California, County of Los Angeles.

COMPLAINT

RECEIPT #: CCH00057064  
 DATE PAID: 11/14/12 03:55 PM  
 PAYMENT: \$435.00  
 RECEIVED:  
 CHECK: \$435.00  
 CASH: \$0.00  
 CHANGE: \$0.00  
 CARD: \$0.00

CIT/CASE: BC495671  
LEA/DEF#:

1           5.       Plaintiffs are unaware of the true names and capacities of defendants sued herein  
2 as DOES 1 through 10 (hereinafter "Doe Defendants" or collectively "Defendants"), inclusive,  
3 and, therefore, sue these defendants by such fictitious names. Plaintiffs are informed, believe and  
4 thereon allege that each of the fictitiously named Doe Defendants is responsible in some manner  
5 for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were  
6 proximately caused by their conduct.

7           6.       Plaintiffs are informed, believe and thereon allege that at all times herein  
8 mentioned, Defendant JENNI and the Doe Defendants (collectively "Defendants"), and each of  
9 them, was the agent and/or employee of the other defendants, and in doing the things herein  
10 alleged was acting within the course and scope of such agency and with the permission and  
11 consent of his/her co-defendants.

12                               **FACTS COMMON TO ALL CAUSES OF ACTION**

13           7.       Plaintiff JEFF is a principal officer and/or managing member of plaintiff entities  
14 JEFF LEWIS PRODUCTIONS, INC.; and JEFF LEWIS DESIGN, LLC. JEFF is also a  
15 television personality.

16           8.       For more than 10 years JENNI has been employed by JEFF and/or the entity  
17 plaintiffs as the personal and executive assistant to JEFF relating to his operation of the plaintiff  
18 entities as well as in his personal affairs. In her employment with JEFF for these many years,  
19 JENNI has become privy to both trade secrets and other confidential information relating to the  
20 operation of the plaintiff businesses as well as highly confidential personal and private  
21 information relating to JEFF's personal life and business dealings.

22           9.       In 2008, and then again on or about March 4, 2010, JENNI and JEFF and the  
23 plaintiff entities entered into a written Confidentiality and Nondisclosure Agreement [the  
24 "Agreement"], whereby JEFF did pay to JENNI valuable consideration, including her  
25 consideration for further employment, in exchange for JENNI's promise not to disclose and to  
26 actively protect all confidential information learned and/or obtained by JENNI during her  
27 employment as JEFF's personal assistant, both in his personal life and in his capacity as an  
28 officer and/or member of the plaintiff entities - "including but not limited to the television series

1 entitled 'Flipping Out', whether such Confidential Information is acquired from Company or  
2 from any other source." By the express provisions of the Agreement and for just compensation,  
3 the Agreement was to be applied both prospectively and retroactively to include all information  
4 learned by JENNI during her entire tenure of employment with plaintiffs. Attached hereto as  
5 Exhibit "A" is a true and correct copy of the Agreement.

6 10. Paragraph 9 of the Agreement provides that "violation or threatened violation  
7 shall cause irreparable injury" to JEFF and the entity defendants, and that "in addition to any  
8 other remedies that may be available, in law, in equity or otherwise" that plaintiffs "shall be  
9 entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the  
10 continuation of any such breach" by JENNI, as well as indemnification from JENNI for any loss  
11 or harm, including but not limited to attorney fees arising out of or in connection with the breach  
12 or enforcement of the Agreement.

13 11. On or about October 8, 2012, JEFF became aware that JENNI was writing a book  
14 apparently about "her life." Shortly thereafter, plaintiffs reminded JENNI of the Agreement and  
15 requested that she ensure that no confidential information relating to JEFF's personal or  
16 professional life be included in the book and that JENNI adhere to the written promises made  
17 relating to all plaintiffs in the Agreement.

18 12. Shortly thereafter, JEFF learned that JENNI had apparently signed a contract with  
19 a publisher to publish this book, but was again assured by JENNI that she was not breaking her  
20 written agreement and was not writing about JEFF or her work experiences while employed by  
21 JEFF and/or the entity plaintiffs. JEFF was informed by JENNI that the book strictly related to  
22 JENNI's own family and/or personal life, not her work life - and that the book is not yet finished  
23 but is in the process of being written.

24 12. However, JEFF soon learned through an internet search that the title of JENNI's  
25 new book was "Hang in There, Baby - What One of the World's Most Difficult Bosses Taught  
26 Me About Life, Work and Love," and plaintiff is informed and believes and thereon alleges that  
27 this book is apparently already written, already assigned International Standard Book Nos.  
28 [ISBNs] 1250028191 and 9781250028198, is represented to be "288 pages," and is scheduled to

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1 be released in 2013.

2 13. JEFF then sent written demands to JENNI and her agents, demanding that they  
3 cease and desist in publishing the book, the title of which appeared to be based - not on her  
4 personal life as represented - but on her experiences while working for plaintiffs and specifically  
5 her experiences as the personal assistant of JEFF for these past 10+ years. Plaintiffs provided  
6 JENNI and her agents with a copy of the Agreement, and again demanded JENNI's specific  
7 performance under the Agreement relating to her written agreement to keep all information  
8 relating to her working relationship with plaintiffs confidential, preventing the disclosure of any  
9 confidential, personal and/or private information to anyone - which would clearly prohibit her  
10 from writing a book sharing her confidential and private experiences working for plaintiffs for a  
11 profit and selling it to the general public. In response, JENNI and her agents represented that the  
12 book had not yet been written [despite having already published the number of pages in the  
13 advertised book, and the ISBN's already assigned to the completed work] and represented to  
14 JEFF that it did not contain any confidential and/or private or proprietary information relating to  
15 plaintiffs. Plaintiffs are informed and believe and thereon allege that in response to this cease  
16 and desist letter, JENNI and her publishers merely removed the language "What One of the  
17 World's Most Difficult Bosses Taught Me About Life, Work and Love" but did not otherwise  
18 materially alter the actual contents of the book.

19 14. Finally, in November of 2012, when asked again by JEFF for a copy of  
20 the book to confirm JENNI and her agent's representations that the book does not contain any  
21 confidential, private or proprietary information relating to JENNI's employment with plaintiffs,  
22 JENNI advised JEFF that her agents instructed her not to show JEFF any of the book copy.

23 **FIRST CAUSE OF ACTION**

24 **(Specific Performance as against JENNI and Does 1 through 10)**

25 15. Plaintiffs incorporate paragraphs 1 through 14 herein above as though fully set  
26 forth hereat.

27 16. Plaintiffs have performed all conditions, covenants, and promises required by  
28 their part to be performed in accordance with the terms and conditions of the Agreement.

1 17. JENNI has failed and refused and continues to fail and refuse to perform the  
2 conditions of the contract on her part in that plaintiffs are informed and believe and thereon  
3 allege that JENNI has written and/or is in the process of writing and had provided to third party  
4 publishers and agents a book and/or manuscript which plaintiffs are informed and believe and  
5 thereon allege violates the terms of the Agreement in that it provides and discloses confidential,  
6 private and/or proprietary information JENNI obtained while employed by plaintiffs and in their  
7 confidence as their employee which JENNI promised not to disclose to any persons other than  
8 those expressly enumerated in the Agreement and only relating to information specifically  
9 permitted to be disclosed and only for those reasons expressly enumerated - none of which  
10 provide her disclosure of such information to the general public for JENNI's profit.

11 18. The information upon being disclosed to these third parties and intended to be  
12 disclosed to the general public - is personal, private, confidential and proprietary information,  
13 which no remedy at law can adequately compensate plaintiffs for and which no amount of  
14 monetary damages can satisfy the damage to personal reputation and business good will which  
15 will result should the Agreement not be enforced to its fullest extent prohibiting the publishing of  
16 the book in violation of the express terms of the Agreement.

17 19. Plaintiffs therefore seek specific performance of the Agreement, including but not  
18 limited to any and all injunctive relief available at law to prohibit JENNI, and or her agents,  
19 from publishing the book or any other document, expose or information relating to the personal,  
20 private, proprietary and confidential information obtained by JENNI while employed by plaintiffs  
21 in any capacity and at any time.

22 **SECOND CAUSE OF ACTION**

23 **(Declaratory Relief as against JENNI and Does 1 through 10)**

24 20. Plaintiffs incorporate paragraph 1 through 19 herein above as though fully set  
25 forth hereat.

26 21. An actual controversy has arisen and now exists between plaintiffs and defendants  
27 concerning their respective rights and duties under the Agreement, in that plaintiffs allege that  
28 JENNI is prohibited by the express terms of the Agreement from writing a book or publishing in

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1 any manner for any purpose any and all personal, private, proprietary and confidential  
2 information JENNI learned while employed by plaintiffs relating to JEFF's personal life and  
3 professional conduct and the business and conduct of the plaintiff entities, and plaintiffs are  
4 informed and believe and thereon allege that the book written and/or being written by JENNI  
5 contains such personal, private, proprietary and confidential information and the publishing of  
6 the book with such information shall constitute a breach of the Agreement.

7 22 Defendants, and each of them, contend that the Agreement does not prohibit  
8 JENNI from publishing and/or disclosing to third parties and/or the public the information  
9 contained in the book referenced above, and that JENNI's disclosure of those facts to third  
10 parties and the publishing of the book to the general public will not constitute a breach of the  
11 Agreement.

12 23. Plaintiffs desire a judicial determination of their rights and defendants' duties,  
13 under the Agreement, and a Declaration of whether the information contained in the proposed  
14 book, if published, would violate JENNI's duties owed to plaintiffs under the Agreement. Such  
15 judicial determination would inform the parties prior to the publishing of the book, whether such  
16 action by JENNI would constitute a violation of the Agreement so as to enable the parties to  
17 know how to proceed in relation to whether or not the book may be published without breaching  
18 the express terms of the Agreement and whether or not it would be proper and/or necessary for  
19 this Court to issue a permanent injunction to prevent the publishing of the book and information  
20 contained therein in breach of the Agreement.

21 **THIRD CAUSE OF ACTION**

22 **(Preliminary and Permanent Injunction as Against JENNI and Does 1 through 10)**

23 24. Plaintiffs incorporate paragraph 1 through 23 herein above as though fully set  
24 forth hereat.

25 25. In or about October of 2012, plaintiffs learned that JENNI had written and/or was  
26 writing a book and/or manuscript containing disclosures of personal, private, proprietary and  
27 confidential information about plaintiffs which JENNI learned while employed by plaintiffs, and  
28 that plaintiffs are informed and believe and thereon allege that JENNI intends to and is in the

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1 process of publishing this personal, private, proprietary and confidential information to the  
2 general public in violation of the Agreement.

3 26. Plaintiffs will suffer great and irreparable injury unless JENNI and the Doe  
4 Defendants are enjoined and restrained by order of this Court from publishing the  
5 aforementioned book in that plaintiffs' highly personal, confidential and proprietary information  
6 shall be disclosed to the general public, which information plaintiffs have taken purposeful  
7 measures and paid just compensation to JENNI to ensure that she maintain such information in  
8 confidence.

9 27. Plaintiffs have no adequate remedy at law for the injuries which are threatened to  
10 be suffered should JENNI and/or her agents be permitted to publish this confidential and  
11 proprietary information of plaintiffs, as the damages to plaintiffs' reputation, both personal and  
12 professional, as well as the loss of confidential proprietary trade secret information, cannot be  
13 calculated with reasonable particularity rendering a monetary award of damages should JENNI  
14 not be enjoined and such breach be permitted to occur wholly and legally inadequate.

15 **WHEREFORE**, plaintiffs pray:

16 1. For a declaration that the Agreement is enforceable as against defendants,  
17 prohibiting defendants from disclosing any and all personal and confidential information  
18 obtained by JENNI during her term of employment by plaintiffs to any third persons and/or the  
19 general public, including but not limited to personal and professional facts and information  
20 relating to JEFF LEWIS individually as well as in his capacity as an officer and/or member of the  
21 plaintiff entities and/or all entities so named in the Agreement;

22 2. For an order of specific performance of the Agreement requiring JENNI to  
23 maintain the confidences she is required to maintain pursuant to the Agreement, and to refrain  
24 from disclosing any and all such experiences and confidences she became aware of and/or  
25 participated in any way relating to her employment with plaintiffs which are required to be  
26 maintained by JENNI in confidence under the Agreement;

27 3. For a preliminary and permanent injunction enjoining JENNI, and Does 1 through  
28 10, including their agents, representatives, attorneys, assigns, successors, employees and

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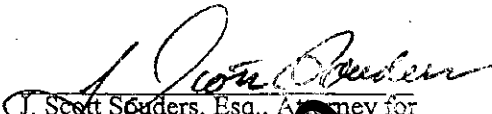
principals from disclosing and/or publishing any and all facts and/or references to events and/or occurrences related in any manner to personal, private, proprietary and confidential information of plaintiffs which JENNI became aware of, perceived, participated in, or had knowledge of relating to and during her employment with plaintiffs.

4. For costs of suit herein incurred, including but not limited to attorney fees pursuant to contract; and

5. For such other and further relief as the Court may deem just and proper.

Dated: November 14, 2012

J. SCOTT SOUDERS, P.C.

  
J. Scott Souder, Esq., Attorney for  
Plaintiffs Jeff Lewis, Jeff Lewis Productions, Inc.,  
and Jeff Lewis Design, LLC

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11/14/2012



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11/14/2012

**EXHIBIT "A"**

This Confidentiality and Nondisclosure Agreement (this "Agreement") is made effective as of the 4<sup>th</sup> day of march 2010, by and between Jenni Puios ("you"), an individual, on the one hand, Jeff Lewis, Jeff Lewis Productions Inc., Jeff Lewis Design LLC, and Bling Bling Properties, L.P. ("Company"), on the other hand (you and Company are referred to at times collectively herein as the "Parties", and individually as a "Party").

1. **Purpose.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement for Company's employment of your services, the Parties enter into this Agreement to protect Company's Confidential Information (defined below) (including Confidential Information previously disclosed to you) against its unauthorized use or disclosure.

2. **Definition of Confidential Information.** "Confidential Information" shall be defined hereunder as any and all information relating to Company, its principals and affiliates, and any and all information relating to the business of Company, including but not limited to the television series entitled "Flipping Out", whether such Confidential Information is acquired from Company or from any other source.

3. **Nondisclosure of Confidential Information.** You acknowledge that, as a result of your employment with Company ("Your Employment"), and Company's reliance on this Agreement, you will learn or have access to, or have learned or have had access to, the Confidential Information. You agree that you shall not, at any time either during Your Employment or after Your Employment, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available to any person or entity other than those persons or entities authorized by Company in writing and in advance, the Confidential Information for your own use or for any purpose other than to carry out the duties and obligations of Your Employment. You further agree that you shall not disclose or permit disclosure of any Confidential Information to third parties, except (a) to your own attorney, accountant, advisor or consultant; (b) to comply with a governmental agency; (c) in the enforcement of this Agreement; and/or (d) as ordered by a court or other tribunal with competent jurisdiction, provided that in the event of any of the foregoing described in (a) - (d), you provide Company with prior written notice thereof. You also agree that you shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons or entities authorized by Company in writing and in advance to have any such information. Such measures shall include, but are not limited to, the highest degree of care that you will use to protect your own Confidential Information of a similar nature, which shall be no less than reasonable care. You further agree to notify Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Confidential Information which may come to your attention.

4. **No Ownership Rights Granted.** You acknowledge and agree that the Confidential Information belongs to Company and that nothing in this Agreement shall be construed as granting you any ownership or other rights of any kind or nature in or to the Confidential Information.

5. **No Duplication; Return of Materials.** You agree, except as otherwise expressly authorized by Company in writing and in advance, not to make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished to you in connection with Your Employment shall be promptly returned by you, accompanied by all copies of such documentation, upon (a) the conclusion or termination of Your Employment or (b) the written request of Company.

6. **Term.** The covenants and agreements made by you in this Agreement shall continue in perpetuity.

11/14/2012

7. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, then (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

8. **Governing Law; Jurisdiction; Attorney's Fees.** This Agreement and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. The Parties designate the California state and United States Federal courts located in Los Angeles County as the sole and exclusive jurisdiction for the resolution of any disputes that might arise hereunder and agree to accept service and be subject to the jurisdiction of such courts. If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce, or recover damages for any breach of this Agreement or the unauthorized use or disclosure of the Confidential Information, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to costs of suit.

9. **Remedies; Indemnification.** You agree that the obligations hereunder are necessary and reasonable in order to protect the Confidential Information. You expressly agree that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate Company for any breach by you of your covenants and agreements set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Company shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by you, without the necessity of proving actual damages, and (b) to be indemnified by you from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of this Agreement or the unauthorized use or disclosure of the Confidential Information.

10. **Counterparts; Facsimile.** This Agreement may be executed in two or more counterparts, and by facsimile, each of which shall be deemed an original and all of which together shall constitute one instrument.

11. **Entire Agreement.** This Agreement is the product of the Parties hereto, and constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the matters contemplated herein. Any and all other written or oral agreements existing among the Parties hereto regarding such matters are expressly canceled.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

Jenni Pulos ("you")

By: 

Jeff Lewis ("Company")

By: 

Its: Authorized Signatory

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 J. SCOTT SOUDERS, ESQ.  
 J. SCOTT SOUDERS, P.C.  
 140 Newport Center Drive  
 Suite 250  
 Newport Beach, CA 92660  
 TELEPHONE NO.: (949) 718-3574 FAX NO.:  
 ATTORNEY FOR (Name): Plaintiffs

FOR COURT USE ONLY

**FILED**  
 LOS ANGELES SUPERIOR COURT

NOV 14 2012

JOHN A. CLARKE, CLERK  
 BY AMBER HAYES, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 STREET ADDRESS: 111 N. Hill Street  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Los Angeles, CA 900012-3117  
 BRANCH NAME: CENTRAL JUDICIAL DISTRICT

CASE NAME: LEWIS v. PULOE

**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: **BC495677**

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

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): 3: Specific Perf., Dec Relief, and Injunction
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 CV-015.)

Date: November 14, 2012

J. SCOTT SOUDERS, ESQ. (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**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) (25)
- 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 or 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 (37)
- Other Complaint (not specified above) (42)
- Declaratory Relief Only
- Injunctive Relief Only (non-business tort)
- Medical Lien
- Other Commercial Complaint Case (not PI/PD/WD/non-complex)
- Other Civil Complaint (not PI/PD/WD/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (not specified above) (43)
- Civil Harassment
- Wardship/Guardianship
- Class/Independent Adult
- Writ
- Electronically
- Petition for Name Change
- Petition for Relief from Late Claim
- Other Civil Petition

SHORT TITLE: LEWIS V. PULOS

CASE NUMBER

BC495671

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 4 [ ] HOURS/ [x] 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.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 1 in Item III, complete item IV, sign the Declaration.

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

Table with 3 columns: Civil Case Cover Sheet Category/No., Type of Action (Check only/one), and Applicable Reasons (See Step 3 Above). Rows include Auto (22), Uninsured Motorist (4), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury/Property Damage/Wrongful Death (23).

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SHORT TITLE: LEWIS v. PULOS

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)	
Non-Personal Injury/Property Damage/Wrongful Death Tort	<input type="checkbox"/> Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 3.
	<input type="checkbox"/> Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3.
	<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3.
	<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3.
	<input type="checkbox"/> 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.
<input type="checkbox"/> Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage Tort	2, 3.	
Employment	<input type="checkbox"/> Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	2, 3.
	<input type="checkbox"/> Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	2, 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	<input type="checkbox"/> Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not wrongful 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 checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5.
	<input type="checkbox"/> Collections (09)	<input type="checkbox"/> A9002 Collections - Plaintiff	2, 5, 5.
		<input type="checkbox"/> A6012 Other Processes/Notes/Collections/Or.	2, 5.
<input type="checkbox"/> Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8.	
<input type="checkbox"/> Other Contract (37)	<input type="checkbox"/> A6006 Contractual Fraud	1, 2, 3, 5.	
	<input type="checkbox"/> A6011 Tortious Interference	1, 2, 3, 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8.	
Real Property	<input type="checkbox"/> Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation. Number of parcels _____	2.
	<input type="checkbox"/> Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 3.
	<input type="checkbox"/> Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 5.
		<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	<input type="checkbox"/> Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6.
	<input type="checkbox"/> Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2, 6.
	<input type="checkbox"/> Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6.
	<input type="checkbox"/> Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drug	2, 6.

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SHORT TITLE: LEWIS v. PULOS

CASE NUMBER:

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 <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.
Construction Defect (10)	<input type="checkbox"/> A6037 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 <input type="checkbox"/> A6180 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 9. 2, 6. 2, 6. 2, 8. 2, 8. 2, 6, 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8.
Miscellaneous Civil Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-forc/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-forc/non-complex)	1, 2, 8. 2, 5. 1, 2, 8. 1, 2, 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Cases	2, 6.
Miscellaneous Civil Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9. 2, 3, 9. 2, 3, 9. 2. 2, 7. 2, 3, 4, 8. 2, 6.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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SHORT TITLE: LEWIS V. PULOS

CASE NUMBER

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.

1.  2.  3.  4.  5.  6.  7.  8.  9.  10.

ADDRESS: 5866 Spring Oak Drive

CITY:

Los Angeles

STATE:

CA

ZIP CODE:

90068

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: Nov. 14, 2012

(SIGNATURE OF ATTORNEY/FILING PARTY)

J. Stuart Scuders, Esq.

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, as 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.

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