

NO FEE GOVT CODES SEC. 6183
AMOUNT RECOVERABLE PURSUANT
TO 6103.5 GC \$ 435
PLUS A ONE TIME ADMINISTRATIVE FEE UPON JUDGEMENT
IF THE PARTY BECOMES A JUDGEMENT CREDITOR

A7220
a0012

FILED

Superior Court of California
County of Los Angeles

FEB 18 2016

Sherri R. Carter, Executive Officer/Clerk
By Ishayla Chambers, Deputy

[No Fee - Gov. Sec. 6103]

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Attorneys for Plaintiff CITY OF LOS ANGELES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

THE CITY OF LOS ANGELES,
a municipal corporation,

Plaintiff,

v.

GEOFFREY H. PALMER; GEOFFREY H.
PALMER dba GH PALMER ASSOCIATES;
PALMER TEMPLE STREET PROPERTIES, LLC;
PALMER TEMPLE STREET PROPERTIES and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: BC 6 1 0 3 6 5

COMPLAINT FOR:

- 1) Negligence;
- 2) Trespass;
- 3) Nuisance

DEMAND FOR JURY TRIAL

Plaintiff City of Los Angeles, by way of complaint against the Defendants named herein,
alleges as follows:

GENERAL ALLEGATIONS

1. At all times relevant herein, Plaintiff, the City of Los Angeles (hereinafter "the City"
or "Plaintiff"), has been a municipal corporation and a charter city, incorporated pursuant to the laws
of the State of California, and located in the County of Los Angeles.

2. Plaintiff is informed and believes, and thereon alleges, that Defendant Geoffrey H.
Palmer, at all times relevant herein, was and is a citizen of the State of California residing within Los
Angeles County, operating a dba named "GH Palmer Associates" that has a principal place of
business within Los Angeles County.

02/18/2016

FILED: 08/03/2017 TRIAL: 08/18/2017 OSC: 02/18/2019

1 3. Plaintiff is informed and believes, and thereon alleges, that Defendant Palmer Temple
2 Street Properties, LLC is a California business entity with its principal place of business in Los
3 Angeles County, California.

4 4. Plaintiff is informed and believes, and thereon alleges, that Defendant Palmer Temple
5 Street Properties is a California business entity with its principal place of business in Los Angeles
6 County, California.

7 5. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
8 herein, Defendants, and each of them, were owners, occupiers, lessors, developers, managers,
9 contractors, and/or subcontractors working on the property located approximately at 900 W. Temple
10 Street in Los Angeles, California, otherwise known as "the DaVinci Apartments."

11 6. At all times relevant herein, the City owned, occupied, and leased the high rise office
12 building located at 221 N. Figueroa in Los Angeles, California, as well as other adjacent properties.
13 221 N. Figueroa was and is across the street from the Da Vinci Apartments.

14 7. The true names of those of the Defendants sued as Does 1 through 50, inclusive, are
15 unknown to the City, so the City sues these Defendants using fictitious names. The City will amend
16 this Complaint to allege the true names and capacities of these Doe Defendants when their identities
17 are ascertained. As set forth herein, the City is informed and believes and thereon alleges that each
18 of the Defendants designated herein as a Doe is responsible in some manner for the damages claimed
19 in this action.

20 8. All references in this complaint to "Defendants" includes all Doe Defendants, and
21 any and all such references shall include each Defendant individually as well as all of the Defendants
22 jointly, unless otherwise noted.

23 9. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
24 herein, each Defendant was the principal, agent, master, servant, subsidiary, partner, member,
25 associate, representative, co-conspirator, employer and/or employee of the other Defendants, and in
26 committing the acts and omissions herein mentioned was acting in the course and scope of said
27 relationship. At all times mentioned herein, each Defendant, whether named or unnamed, was
28 chargeable with and bound by the knowledge and information received by and on behalf of each of

1 the other Defendants. Plaintiff is further informed and believes, and thereon alleges, that at all times
2 relevant herein, the acts of the Defendants were done in the course and scope of the principal, agent,
3 master, servant, subsidiary, partner, member, associate, representative, co-conspirator, employer
4 and/or employee relationship which that Defendant had with the other Defendants.

5 10. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
6 herein, Geoffrey Palmer and the other Defendants, and each of them, were and are officers and
7 registered agents of, and the RMOs (responsible managing officers for licensure purposes) and major
8 owners of, GH Palmer Associates, Palmer Temple Street Properties, Palmer Temple Street
9 Properties, LLC, and Does 1-50, herein.

10 11. Plaintiff is informed and believes, and thereon alleges, that Geoffrey Palmer and the
11 other Defendants, and Does 1-50, were at all relevant times the alter-ego of each of the others, and
12 there now exists, and at all relevant times existed, such unity of interest and ownership between and
13 among them that individuality and separateness has ceased; and that GH Palmer Associates, Palmer
14 Temple Street Properties, Palmer Temple Street Properties, LLC, and Does 1-50 are and were at all
15 material times mere shells, instrumentalities and conduits through which Geoffrey Palmer carried on
16 business in the corporate name, exercising such control and dominion that individuality or
17 separateness of the purported business entities did not and does not exist. This has led to an
18 inequitable result, in that otherwise recoverable funds from GH Palmer Associates, Palmer Temple
19 Street Properties, Palmer Temple Street Properties, LLC, and Does 1-50 have been diverted.

20 12. Plaintiff is informed and believes, and thereon alleges, that GH Palmer Associates,
21 Palmer Temple Street Properties, Palmer Temple Street Properties, LLC, and Does 1-50 are and
22 were so undercapitalized that the companies could not and cannot meet their corporate obligations.

23 Plaintiff is informed and believes that whatever assets the Defendant company entities possessed
24 have been diverted to Geoffrey Palmer or others at his direction to the detriment of creditors
25 including the Plaintiff, and that the corporate form has been otherwise disregarded so that it is united
26 with the personal interests of Geoffrey Palmer.

27 13. Plaintiff is informed and believes, and thereon alleges, that GH Palmer Associates,
28 Palmer Temple Street Properties, Palmer Temple Street Properties, LLC, and Does 1-50 are so

1 managed and operated as to comingle their assets to suit each other's convenience, and the
2 convenience of Geoffrey Palmer. These business entities are therefore unable to meet their
3 obligations to the Plaintiff, and Plaintiff therefore alleges that Geoffrey Palmer is personally liable
4 for the damages alleged herein.

5 14. The Superior Court located in the County of Los Angeles has jurisdiction over this
6 matter, as the incidents which give rise to the liability alleged in this complaint occurred in the
7 County of Los Angeles of the State of California.

8 15. On December 8, 2014, a fire broke out at the DaVinci Apartments. At the time, the
9 DaVinci Apartments was under construction: The project site was nearly as long as three football
10 fields, with fully exposed wood framing that was several stories high. When the project caught fire,
11 the exposed wood frame served as a fuel source that generated a giant blaze, large plumes of smoke,
12 a rain of ash and soot, and melting heat. There was so much combustible material at the DaVinci
13 Apartments that, once ignited, the blazing complex radiated enough heat to travel across the street
14 and damage the neighboring properties which were owned, occupied, and leased by the City ("the
15 City Properties"). The damaged properties include 221 N. Figueroa.

16 16. The spread of radiant heat from the fire was the primary cause of damages to the City.
17 But the City Properties also suffered water damage due to fire sprinkler activation. And the City
18 incurred damages due to the firefighting activities necessary to put out the fire and prevent it from
19 spreading to other properties. The City's total damages were approximately \$80,000,000.00. The
20 City's insurance company reimbursed the City for \$61,900,000.00 of these damages.

21 17. Defendants did not properly maintain, construct, modify, alter, control, protect,
22 oversee, supervise or otherwise manage the DaVinci Apartments, and by doing so did not comply
23 with those reasonable, accepted and workmanlike construction practices necessary under the
24 circumstances. Defendants allowed the creation of a fire hazard at the DaVinci Apartments and
25 without concern to the life or property of others by their improper and defective construction
26 methods, which include, but are not limited, to the following:

27 (A) Failing to have an appropriate fire protection plan in place;

28 (B) Constructing a building more susceptible than normal to becoming swiftly engulfed in

1 flames without an appropriate fire protection plan in place;

2 (C) Failing to have any appropriate fire prevention measures;

3 (D) Constructing a building more susceptible than normal to becoming swiftly engulfed in
4 flames without appropriate fire prevention measures;

5 (E) Failing to comply with industry standards for fire safety and prevention during
6 construction, including but not limited to those standards discussed in National Fire Prevention
7 Association Code No. 241, also known as NFPA 241;

8 (F) Failing to compartmentalize construction;

9 (G) Failing to properly install fire wrap, fire walls, or fire doors, or to install them at all;

10 (H) Failing to have appropriate and sufficient fire suppression or fire protection equipment;
11 (I) Failing to have appropriate security measures that would curtail, prohibit or prevent
12 incursion into the Da Vinci Apartments by unwanted individuals, despite the foreseeability of such
13 events on a construction site;

14 (J) Failing to comply with Chapter 33 of the Los Angeles City Fire Code, including but not
15 limited to requirements for having an appropriate safety plan in the event of a fire;

16 (K) Failing to employ fire resistant or fire suppression details during the subject stage of
17 construction;

18 (L) Violating the California Fire Code and the Los Angeles City Fire Code, including section
19 3312.1 of Chapter 33 of the LACFC, which requires "[a]n approved water supply for fire protection
20 ... be made available *as soon as* combustible material arrives on the site" (emphasis added);

21 (M) Failing to have an appropriate water supply available to suppress fire arising from the
22 combustible material on site at the Da Vinci Apartments;

23 (N) Allowing the construction of the Da Vinci Apartments to proceed despite the foregoing
24 issues which would, if a fire erupted, expose adjacent people and property to harm by fire; and

25 (O) Ignoring industry-wide recognition of the dangers of construction sites with large fuel
26 loads such as a wood frame construction, and proceeding with insufficient safety features in place to
27 suppress or limit fire damage in the event of a fire.

28 18. Because of the foregoing construction, oversight and maintenance deficiencies at the

1 Da Vinci Apartments, the fire quickly consumed the building, creating so much smoke, soot, ash,
2 fire, and heat that it damaged the City Properties across the street.

3 19. Defendants did not provide an appropriate amount of care or concern for the potential
4 for a fire and its effects. Had they done so, the December 8, 2014 fire at the Da Vinci Apartments
5 either would not have begun, or would have been more contained and would not have spread so
6 quickly and completely throughout the project, and would not have burned so massively, as to
7 generate enough smoke, soot, ash, fire, and heat to damage the City Properties.

8 20. Plaintiff has not been compensated by insurance for several categories of its damages,
9 including the cost of responding to the fire, tenant rents, City departmental expenses for relocation,
10 restacking of 221 N. Figueroa Street, insurance deductibles, uncovered losses, and other disruptions
11 and losses. The City believes these unreimbursed damages total \$20,000,000 or more, according to
12 proof at the time of trial.

13 FIRST CAUSE OF ACTION

14 **(For Negligence Against All Defendants)**

15 21. Plaintiff realleges and incorporates by this reference paragraphs 1 through 20 of this
16 complaint as though fully and completely set forth herein.

17 22. Defendants were under a duty, both directly, indirectly, and in a non-delegable
18 manner, to exercise that reasonable and necessary care as owners, occupiers, developers, and/or
19 contractors, in relation to the Da Vinci Apartments, as called for under the circumstances.
20 Defendants had a duty of care to avoid foreseeable injury to Plaintiff, and knew or should have
21 known that Plaintiff would suffer monetary damages if Defendants failed to perform their duties to
22 supervise, construct, modify, repair, control, maintain, protect and otherwise manage the Da Vinci
23 Apartments in a the workman-like manner dictated by industry standards.

24 23. Defendants failed and neglected to perform their work, labor and services properly
25 and adequately, and each of said Defendants negligently, carelessly, and in an unworkmanlike
26 manner performed the work, labor and services. Specifically, the Defendants failed to have
27 appropriate fire protection, fire suppression, fire precaution or security, as necessary under the
28 circumstances, in place to avoid fire spreading and combusting local fuel, and then causing smoke,

1 soot, ash, and radiant heat to damage Plaintiff's property. Such action and inaction was both
2 negligent and negligent per se.

3 24. Defendants negligently owned, operated, controlled, supervised, oversaw and
4 otherwise managed the Da Vinci Apartments and its construction in such a negligent manner that a
5 fire of the type that occurred on December 8, 2014 could occur, damaging Plaintiff as set forth
6 herein.

7 25. As a direct and proximate result of Defendants' negligent conduct, the Da Vinci
8 Apartments burned, causing damages to Plaintiff's neighboring properties which have not been
9 reimbursed by insurance, and other damages as set forth above, according to proof at trial.

10 SECOND CAUSE OF ACTION

11 **(For Trespass Against All Defendants)**

12 26. Plaintiff hereby incorporates by this reference paragraphs 1 through 25 of this
13 complaint as though fully and completely set forth herein.

14 27. Plaintiff had a right to possess the City Properties and the contents therein.

15 28. Defendants intentionally, recklessly, and/or negligently interfered with Plaintiff's use
16 or possession of the City Properties and their contents, and Defendants damaged the City Properties
17 and their contents.

18 29. Plaintiff did not consent to the interference or damaging of the City Properties or their
19 contents.

20 30. Defendants' actions were a substantial factor in causing harm to the City Properties
21 and their contents.

22 31. Plaintiff was damaged by the actions of Defendants in an amount to be proven at trial.

23 THIRD CAUSE OF ACTION

24 **(For Nuisance Against All Defendants)**

25 32. Plaintiff hereby incorporates by this reference paragraphs 1 through 31 of this
26 complaint as though fully and completely set forth herein.

27 33. By their actions and inactions, Defendants created a condition that was harmful to
28 health and violated the law.

DEMAND FOR JURY TRIAL

Plaintiff, the City of Los Angeles, hereby demands a trial by jury.

DATED: February 18, 2016

MICHAEL N. FEUER, CITY ATTORNEY
JAMES P. CLARK, CHIEF DEPUTY CITY ATTORNEY
THOMAS H. PETERS, CHIEF ASST. CITY ATTORNEY
RONALD S. WHITAKER, MNG. ASST. CITY ATTORNEY
ERIC BROWN, DEPUTY CITY ATTORNEY
PATRICIA URSEA, DEPUTY CITY ATTORNEY

By: 

THOMAS H. PETERS

Attorneys for Plaintiff CITY OF LOS ANGELES

02/18/2016

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

FOR COURT USE ONLY

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ATTORNEY FOR (Name): PLAINTIFF, THE CITY OF LOS ANGELES

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 No. Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: THE CITY OF LOS ANGELES v. GEOFFREY H. PALMER, et al

FILED
 Superior Court of California
 County of Los Angeles

FEB 18 2016

Sherri K. Carter, Executive Officer/Clerk

By [Signature], Deputy
Ishayla Chambers**CIVIL CASE COVER SHEET**

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

Complex Case Designation

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

CASE NUMBER:

BC 610365

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

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 18, 2016

Thomas H. Peters, Chief Assistant City Attorney

(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

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business
☒ Practice (07)
☒ Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
☒ Defamation (e.g., slander, libel) (13)
☒ Fraud (16)
☒ Intellectual Property (19)
☒ Professional Negligence (25)
☒ Legal Malpractice
☒ Other Professional Malpractice (*not medical or legal*)
☒ Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: THE CITY OF LOS ANGELES v. GEOFFREY H. PALMER.,
et al

CASE NUMBER

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

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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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	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 <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
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 <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	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.

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"/> 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 <input type="checkbox"/> A6160 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., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <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., 9.

SHORT TITLE: THE CITY OF LOS ANGELES v. GEOFFREY H. PALMER.,
et al

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: 900 W Temple Street

CITY:

Los Angeles

STATE:

CA

ZIP CODE:

90012

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 18, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

Thomas H. Peters, Chief Asst. City Attorney

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.