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FILED
Superior Court of California
County of Los Angeles

SEP 02 2014

Sherri R. Carter, Executive Officer/Clerk
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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10

11 THE LOS ANGELES LAKERS, INC., a California
12 corporation,

13 Plaintiff,

14 v.

15 FEDERAL INSURANCE COMPANY, an Indiana
16 corporation,

17 Defendant.

CASE NO. **BC 55 6 4 8 5**

**COMPLAINT FOR BREACH OF
CONTRACT AND TORTIOUS BREACH
OF THE IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**

DEMAND FOR JURY TRIAL

18 Plaintiff The Los Angeles Lakers, Inc. ("LAL") complains of Defendants and alleges as
19 follows:

20 **NATURE OF THIS ACTION**

21 1. LAL is insured under an insurance policy issued by defendant Federal Insurance
22 Company that promised a broad range of protection, including defense and indemnity for claims
23 alleging a wide range of "wrongful acts." While the policy was in effect, LAL was named
24 defendant in a class action lawsuit alleging that LAL sent text messages in violation of the
25 Telephone Consumer Protection Act ("TCPA") to the class members, thereby caused them to incur
26 economic damages. LAL notified Federal of the lawsuit. In response, Federal denied coverage
27 even though its policy did not contain an exclusion for TCPA claims. Even though LAL repeatedly
28 asked Federal to withdraw its denial of coverage and repeatedly explained why the denial was

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RECEIPT # : CCH19570188
DATE PAID : 9/02/14
PAYMENT : \$35.00
RECEIVED BY :
CHECK # :
CASH : \$0.00
CREDIT : \$0.00
DEBIT : \$0.00

CIT/CASE : BC556485
LEH/DEF# :

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1 wrong, Federal shuffled responsibility for the claim among multiple claims handlers, each of whom
2 repeated Federal's wrongful denial of coverage. In so acting, Federal breached the terms of the
3 insurance policy and favored its interests over those of LAL, thus acting in bad faith. As a result,
4 LAL has been forced to bring this lawsuit to obtain the benefits promised under the policy, including
5 reimbursement of the amounts incurred in the defense and settlement of the class action lawsuit.

6 **THE PARTIES**

7 2. LAL is a California corporation with its principal place of business in the County of
8 Los Angeles and the State of California.

9 3. Federal is an Indiana corporation with its principal place of business in Warren, New
10 Jersey, and is authorized to transact, and is transacting, business in the State of California and the
11 County of Los Angeles. Federal is, on information and belief, a subsidiary of the Chubb Group of
12 Insurance Companies. LAL is informed and believes, and on that basis alleges that Federal holds
13 itself out as a sophisticated insurance company with significant experience in providing coverage of
14 the type provided by its policy. Indeed, the Chubb Group of Insurance Companies publicly
15 proclaims that "[f]or more than 30 years, Chubb has delivered focused entertainment insurance
16 products with exceptional underwriting, loss control and claim service." See
17 <http://www.chubb.com/businesses/cci/chubb1694.html>. The Chubb Group of Insurance Companies
18 also represents that "[i]f you are looking for world class service, look no further. Chubb is well-
19 known for its customer-first approach to claims handling." See
20 <http://www.chubb.com/businesses/claims/chubb1709.html>.

21 **THE INSURANCE POLICY**

22 4. LAL purchased ForeFront Portfolio Insurance Policy Number 8170-7206 from
23 Federal. The Policy was in effect from January 1, 2012, to January 1, 2013. A true and correct copy
24 of the Policy is attached hereto as Exhibit A and incorporated by reference. The Policy includes
25 Corporate Liability Coverage. Policy, Declarations, Item 3.

26 5. The Policy provides \$5,000,000 in coverage and obligates Federal to pay for the
27 "Loss on behalf of the Insured Organization resulting from any Insured Organization Claim first
28 made against such Insured Organization during the Policy Period, or any applicable Extended

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1 Reporting Period, for Wrongful Acts.” *Id.*, Declarations, Item 4, *Directors & Officers Liability*
2 *Coverage Section*, § 1(C).

3 6. LAL is an Insured Organization under the Policy. *Id.*, Endorsement No. 7.

4 7. The Policy defines “Insured Organization Claim” to include “a civil proceeding
5 commenced by the service of a complaint or a similar pleading.” *Id.*, *Directors & Officers Liability*
6 *Coverage Section*, § II(I)(1).

7 8. The Policy defines “Wrongful Acts” as “any error, misstatement, misleading
8 statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or
9 attempted by: . . . any Insured Organization[.]” *Id.*, *Directors & Officers Liability Coverage Section*,
10 § 2(U)(1)(b).

11 9. The Policy states that Federal “shall have the right and duty to defend any Claim
12 covered by this Policy.” *Id.*, *General Terms and Conditions Section*, § IX(A)(1).

13 10. The Policy has certain deductibles. The deductible for Corporate Liability Coverage
14 is “\$100,000.” *Id.*, *Directors & Officers Liability Coverage Section*, Declarations, Item 4.

15 11. Insurance policies widely available in the insurance marketplace, including policies
16 issued by Federal to its insureds, including LAL, contain express exclusions for claims and causes of
17 action arising under the TCPA. However, the Policy contains no such exclusion.

18 12. The Policy contains an “invasion of privacy” exclusion. Specifically, the Policy
19 states that no coverage will be available for any Claim “based upon, arising from, or in consequence
20 of libel, slander, oral or written publication of defamatory or disparaging material, invasion of
21 privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, malicious
22 use or abuse of process, assault, battery or loss of consortium.” Policy, *Directors & Officers*
23 *Liability Coverage Section*, § 3(C)(5).

24 **THE EMANUEL LAWSUIT**

25 13. On November 20, 2012, David M. Emanuel filed a class action lawsuit against LAL.
26 Mr. Emanuel, on behalf of himself and others similarly situated, alleged damages arising from the
27 receipt of a series of text messages from LAL in violation of the TCPA. A true and correct copy of
28 the first amended complaint filed by Mr. Emanuel is attached hereto as Exhibit B and incorporated

1 19. On January 3, 2013, Federal sent LAL a letter denying coverage for the *Emanuel*
2 lawsuit on the ground that the Policy's invasion of privacy exclusion barred coverage. In the
3 January 3, 2013, letter, Philip Reed, a claims adjustor for Federal, stated that the
4 "invasion of privacy" exclusion applied. Federal took this position even though this exclusion, in
5 essence, was directed at forms of what has been known in the insurance industry since 1966 as
6 "personal injury" and even though the *Emanuel* plaintiffs expressly had stated that they were not
7 seeking "any recovery for personal injury and claims related thereto." Federal also stated that it was
8 not obligated to defend LAL or pay for LAL's defense in the *Emanuel* lawsuit.

9 20. On January 16, 2013, LAL contacted Federal and requested that it reconsider its
10 coverage position, pointing out that the *Emanuel* plaintiffs alleged economic injury, and not damages
11 for invasion of privacy. LAL also noted that the Policy contained no express exclusion for claims
12 made under the TCPA. On February 5, 2013, David Brennan, a second claims adjustor for Federal,
13 reaffirmed Federal's denial of coverage.

14 21. LAL continued to communicate with Federal over the next seven months. In fact,
15 LAL sent letters to Federal on February 28, 2013, April 11, 2013, and May 24, 2013. Federal
16 continued to shuffle its claims handling responsibilities among various claims adjustors. In addition
17 to Messrs. Reed and Brennan, LAL received responses from James Carson on April 8, 2013, and
18 August 9, 2013, and Irene Petillo on April 24, 2013. Each of these claims personnel continued to
19 reaffirm Federal's denial of coverage for the same spurious reason: the presence of a reference in
20 the *Emanuel* Complaint to the term "invasion of privacy."

21 22. Federal denied coverage, notwithstanding the above facts, even though:

22 a. Federal could have included a TCPA exclusion in the Policy, but did not do so
23 and could not properly interpret the Policy, after LAL suffered a loss, as if it contained such an
24 exclusion;

25 b. The crux of the allegations in the *Emanuel* lawsuit focused upon the economic
26 damages from the annoyance and nuisance of incurring cellular telephone charges or consuming
27 cellular telephone time;

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- 1 c. The *Emanuel* plaintiffs expressly did not seek damages for any invasion of
2 privacy and, in fact, said that they were not alleging or seeking recovery for any personal injury;
3 d. The damages sought by the *Emanuel* plaintiffs were unrelated to invasion of
4 privacy;
5 e. In granting LAL's motion for summary judgment, the district court
6 recognized that the claims did not involve invasion of privacy; and
7 f. The TCPA does not reflect only a concern over intrusions into privacy, but
8 also the separate recognition of, and protection against, the economic impact associated with the
9 receipt of unauthorized communications.

10 23. LAL has complied with all terms and conditions contained in the Policy, except to the
11 extent that its performance has been excused.

12 **FIRST CAUSE OF ACTION**

13 **(Breach of Contract against Federal)**

14 24. LAL realleges and incorporates by reference herein each allegation contained in
15 paragraphs 1 through 23 above.

16 25. The *Emanuel* plaintiffs sought damages on account of "Wrongful Acts" as that term
17 is defined in the Policy.

18 26. Federal had duties to defend and indemnify LAL in the *Emanuel* lawsuit. Federal's
19 duties arose at least at the time of notice and continue until LAL has been fully reimbursed for all of
20 its outstanding defense fees and costs.

21 27. Federal breached its duties by (a) refusing to pay any portion of LAL's defense costs
22 or the settlement; and (b) interpreting the Policy in an unreasonable manner to deprive LAL of
23 insurance coverage for which it paid.

24 28. As a direct and proximate result of Federal's acts, LAL has been damaged in an
25 amount in excess of the Court's jurisdictional limits.

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1 33. Federal did the things and committed the acts alleged above for the purpose of
2 consciously withholding from LAL the rights and benefits to which LAL was entitled under the
3 Policy.

4 34. Federal's acts were inconsistent with the reasonable expectations of its insured, were
5 contrary to established claims practices and legal requirements, and therefore constitute bad faith.

6 35. As a direct and proximate result of Federal's acts and omissions, LAL has been
7 damaged in an amount in excess of the Court's jurisdictional limits. These damages include the
8 amount of the loss that Federal is obligated to pay under the Policy, plus interest, in an amount to be
9 proven at trial.

10 36. Pursuant to the holding in *Brandt v. Superior Court*, 37 Cal. 3d 813 (1985), LAL is
11 entitled to recover as damages all attorneys' fees and expenses that it reasonably has incurred, and is
12 incurring, in its efforts to obtain the policy benefits that Federal wrongfully withheld, and is
13 withholding, in bad faith, plus interest, in an amount to be proven at trial.

14 37. Federal's conduct was despicable and was done with a conscious disregard of LAL's
15 rights, constituting oppression, fraud, and/or malice, in that Federal engaged in a series of acts
16 designed to deny the benefits due under the Policy. Specifically, Federal, through the acts and
17 omissions alleged above, and in light of information, facts, and relevant law to the contrary,
18 consciously disregarded LAL's rights and forced LAL to incur substantial financial losses. Federal
19 ignored LAL's interests and concerns, with the requisite intent to injure within the meaning of
20 California Civil Code section 3294. Therefore, LAL is entitled to recover punitive damages from
21 Federal in an amount sufficient to punish and to make an example of Federal and in order to deter
22 similar conduct.

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WHEREFORE, LAL prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION

- 1. For damages, plus interest, according to proof at the time of trial.

ON THE SECOND CAUSE OF ACTION

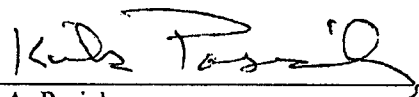
- 2. For damages, including its reasonable attorneys' fees and expenses incurred in obtaining the benefits due under the Policy, plus interest, according to proof at the time of trial.
- 3. For punitive damages in an amount to be determined at the time of trial;

ON BOTH CAUSES OF ACTION

- 4. For costs of suit incurred herein; and
- 5. For such other, further, and/or different relief as may be just and proper.

DATED: September 2, 2014

DICKSTEIN SHAPIRO LLP

By: 
Kirk A. Pasich
Attorneys for Plaintiff

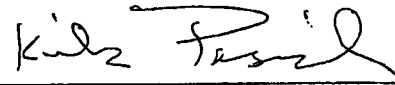
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in this action.

DATED: September 2, 2014

DICKSTEIN SHAPIRO LLP

By: 
Kirk A. Pasich
Attorneys for Plaintiff
THE LOS ANGELES LAKERS, INC.

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kirk A. Pasich (CA Bar No. 94242); Anamay M. Carmel (CA Bar No. 298080) DICKSTEIN SHAPIRO LLP 2049 Century Park East, Suite 700 Los Angeles, CA 90067 TELEPHONE NO.: 310-772-8300 FAX NO.: 310-772-8301 ATTORNEY FOR (Name): Plaintiff LOS ANGELES LAKERS, INC.	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles SEP 02 2014 Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy Cristina Grijalva
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central	
CASE NAME: The Los Angeles Lakers, Inc. v. Federal Insurance Company	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: BC 556485 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) 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) 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) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) 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)	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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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): 2
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: September 2, 2014

Kirk A. Pasich

(TYPE OR PRINT NAME)

▶ Kirk Pasich
(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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <p>Auto (22)—Personal Injury/Property Damage/Wrongful Death</p> <p>Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></p> <p>Other P/DPD/WWD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p>Asbestos (04)</p> <p>Asbestos Property Damage</p> <p>Asbestos Personal Injury/Wrongful Death</p> <p>Product Liability <i>(not asbestos or toxic/environmental)</i> (24)</p> <p>Medical Malpractice (45)</p> <p>Medical Malpractice—Physicians & Surgeons</p> <p>Other Professional Health Care Malpractice</p> <p>Other P/DPD/WWD (23)</p> <p>Premises Liability (e.g., slip and fall)</p> <p>Intentional Bodily Injury/PD/WDD (e.g., assault, vandalism)</p> <p>Intentional Infliction of Emotional Distress</p> <p>Negligent Infliction of Emotional Distress</p> <p>Other P/DPD/WWD</p> <p>Non-P/DPD/WWD (Other) Tort</p> <p>Business Tort/Unfair Business Practice (07)</p> <p>Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)</p> <p>Defamation (e.g., slander, libel) (13)</p> <p>Fraud (16)</p> <p>Intellectual Property (19)</p> <p>Professional Negligence (25)</p> <p>Legal Malpractice</p> <p>Other Professional Malpractice <i>(not medical or legal)</i></p> <p>Other Non-P/DPD/WWD Tort (35)</p> <p>Employment</p> <p>Wrongful Termination (36) Other Employment (15)</p>	<p>Contract</p> <p>Breach of Contract/Warranty (06)</p> <p>Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i></p> <p>Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i></p> <p>Negligent Breach of Contract/Warranty</p> <p>Other Breach of Contract/Warranty</p> <p>Collections (e.g., money owed, open book accounts) (09)</p> <p>Collection Case—Seller Plaintiff</p> <p>Other Promissory Note/Collections Case</p> <p>Insurance Coverage <i>(not provisionally complex)</i> (18)</p> <p>Auto Subrogation</p> <p>Other Coverage</p> <p>Other Contract (37)</p> <p>Contractual Fraud</p> <p>Other Contract Dispute</p> <p>Real Property</p> <p>Eminent Domain/Inverse Condemnation (14)</p> <p>Wrongful Eviction (33)</p> <p>Other Real Property (e.g., quiet title) (26)</p> <p>Writ of Possession of Real Property</p> <p>Mortgage Foreclosure</p> <p>Quiet Title</p> <p>Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i></p> <p>Unlawful Detainer</p> <p>Commercial (31)</p> <p>Residential (32)</p> <p>Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i></p> <p>Judicial Review</p> <p>Asset Forfeiture (05)</p> <p>Petition Re: Arbitration Award (11)</p> <p>Writ of Mandate (02)</p> <p>Writ—Administrative Mandamus</p> <p>Writ—Mandamus on Limited Court Case Matter</p> <p>Writ—Other Limited Court Case Review</p> <p>Other Judicial Review (39)</p> <p>Review of Health Officer Order</p> <p>Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <p>Antitrust/Trade Regulation (03)</p> <p>Construction Defect (10)</p> <p>Claims Involving Mass Tort (40)</p> <p>Securities Litigation (28)</p> <p>Environmental/Toxic Tort (30)</p> <p>Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)</p> <p>Enforcement of Judgment</p> <p>Enforcement of Judgment (20)</p> <p>Abstract of Judgment (Out of County)</p> <p>Confession of Judgment <i>(non-domestic relations)</i></p> <p>Sister State Judgment</p> <p>Administrative Agency Award <i>(not unpaid taxes)</i></p> <p>Petition/Certification of Entry of Judgment on Unpaid Taxes</p> <p>Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint</p> <p>RICO (27)</p> <p>Other Complaint <i>(not specified above)</i> (42)</p> <p>Declaratory Relief Only</p> <p>Injunctive Relief Only <i>(non-harassment)</i></p> <p>Mechanics Lien</p> <p>Other Commercial Complaint Case <i>(non-tort/non-complex)</i></p> <p>Other Civil Complaint <i>(non-tort/non-complex)</i></p> <p>Miscellaneous Civil Petition</p> <p>Partnership and Corporate Governance (21)</p> <p>Other Petition <i>(not specified above)</i> (43)</p> <p>Civil Harassment</p> <p>Workplace Violence</p> <p>Elder/Dependent Adult Abuse</p> <p>Election Contest</p> <p>Petition for Name Change</p> <p>Petition for Relief From Late Claim</p> <p>Other Civil Petition</p>
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SHORT TITLE:
The Los Angeles Lakers v. Federal Insurance Company

CASE NUMBER **BC 55 6 4 85**

**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/ 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.

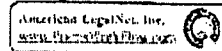
Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	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.
Other Personal Injury/Property Damage/Wrongful Death Tort	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)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	



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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	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	× A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.



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The Los Angeles Lakers v. Federal Insurance Company

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"/> 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.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 2049 CENTURY PARK EAST Ste 700
CITY: Los Angeles	STATE: CA	ZIP CODE: 90067

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: September 2, 2014

Kirk A. Pasich

 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Kirk A. Pasich

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.

03/11