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FILED
Superior Court of California
County of Los Angeles

APR 17 2015

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Attorneys for Plaintiff

D-19 BOWICK

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

11 PLAYBOY ENTERPRISES, INC.,

Case No. **BC 579105**

12 Plaintiff,

13 vs.

**COMPLAINT FOR PROFESSIONAL
NEGLIGENCE**

14 SHEPPARD, MULLIN, RICHTER &
15 HAMPTON, LLP and DOES 1-20,

DEMAND FOR JURY TRIAL

16 Defendants.

18
19 Plaintiff, PLAYBOY ENTERPRISES, INC. ("Playboy") alleges for a cause of action
20 against defendants as follows:

21
22 **THE PARTIES**

23 1. Defendant, SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
24 ("Sheppard") is, and at all times relevant hereto was, a multi-national firm with fifteen
25 offices in five different countries and seven offices in California, including two offices in
26 Los Angeles and one in San Francisco.

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28 ///

CIT/CASE: EC379105
LEA/DEF#: _____
RECEIPT: CM524880066
DATE PAID: 04/17/15 02:35 PM
PAYMENT: \$435.00
RECEIVED: 310
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CASH: \$0.00

ORIGINAL

04/17/2015

1 file an action in court.

2 7. On September 25, 2012, Catherine Zulfer filed an action against Playboy in
3 the United States District Court for the Central District of California alleging claims for (1)
4 Violation of Whistleblower Protection under the Sarbanes-Oxley Act; (2) Violation of
5 California Labor Code §1102.5; (3) Age Discrimination in Violation of the California Fair
6 Employment and Housing Act; (4) Wrongful Termination in Violation of Public Policy; and
7 (5) Waiting Time Penalties for Failure to Pay All Wages Due at Time of Termination.

8 8. Playboy had a policy of Employment Practices Liability Insurance with Starr
9 Indemnity and Liability Company ("Starr") effective March 18, 2011 to March 4, 2012. The
10 policy provided coverage for any claim made during the policy period for "loss" arising
11 from any "wrongful act". A "wrongful act" included discrimination, harassment, retaliation,
12 a workplace tort, or a wrongful employment decision. A "loss" encompassed damages
13 (including back pay and future lost earnings), settlements or judgments; pre- and post-
14 judgment interest; costs or fees; and where allowed by law, punitive, exemplary or multiple
15 damages, including those awarded under the Age Discrimination in Employment Act.
16 Sheppard was at all times fully aware of the existence and terms of Playboy's Employment
17 Practices Liability Insurance policy with Starr.

18 9. The policy afforded \$5,000,000 of coverage above a \$500,000 self-insured
19 retention. The \$5,000,000 limit and the \$500,000 self-insured retention encompassed both
20 indemnity and defense costs, i.e., they were reduced by the amount spent in defense costs.
21 If defense costs totaled \$300,000, for example, only \$200,000 of the retention would remain
22 to pay toward any settlement or award. If defense costs totaled \$600,000, the self-insured
23 retention would be exhausted and \$4,900,000 would be available under the policy to pay any
24 settlement or award. This type of policy is known as a policy with "burning" limits, or a
25 "burning" policy, because the longer the insured defends, the less insurance is available to
26 use to settle a case.

27 10. On behalf of Playboy, Sheppard submitted a claim to Starr based on the
28 OSHA claim on February 22, 2012. Starr agreed to defend Playboy, and retained Sheppard

1 for that purpose. On August 22, 2012, Sheppard notified Starr that Zulfer had withdrawn
2 her OSHA complaint and would be filing a lawsuit. On September 26, 2012, Sheppard
3 notified Starr that Zulfer had filed the lawsuit described above. Starr continued to defend
4 the claim by retaining Sheppard to act as counsel for Playboy. Starr defended the claim
5 under a reservation of rights. Starr asserted that the occurrence pre-dated the start date of
6 the policy, and Sheppard knew about that reservation of rights at all times.

7 11. Sheppard defended Playboy in Zulfer's lawsuit up through and including the
8 trial. In its pre-trial report of January 29, 2014, Sheppard predicted a 75% chance of
9 defeating Zulfer's claim. Based on Zulfer's expert's calculation, Sheppard identified the
10 exposure as between \$1,489,766 and \$3,235,104, depending on whether Zulfer's lost wages
11 calculation is carried out to her age 65 or 70. It predicted that its expert on mitigation of
12 damages would reduce that exposure significantly by testifying that Zulfer should have
13 obtained new employment within a year. Sheppard noted that Zulfer had not estimated
14 emotional distress damages and that punitive damages, if any, would be a multiple of other
15 damages. Sheppard also noted that under one statute, Zulfer would be eligible for double
16 recovery on lost wages. The trial began on February 18, 2014, with Zulfer's attorney
17 requesting \$12,000,000 in his opening statement, a figure far in excess of the limits of the
18 Starr policy.

19 12. On February 2, 2014, Sheppard reported to Starr that in a mock jury study,
20 one-third of the jurors found against Playboy, and on average those mock jurors found
21 Zulfer's compensatory damages to be \$2,050,000, her emotional distress damages to be
22 \$378,571, and her punitive damages to be \$541,667.

23 13. Sheppard lost the case at trial in spectacular fashion. On March 5, 2014, the
24 jury returned a verdict of \$6,000,000 in compensatory damages and a finding of malice,
25 oppression or fraud after deliberating only 1 hour and 45 minutes. The trial had been
26 bifurcated for later determination of the amount of punitive damages. Zulfer's counsel was
27 entitled to recover attorney fees under one or more of the statutes Zulfer sued upon, and the
28 amount later determined for those attorney fees added significantly to a verdict that already

1 exceeded the policy limit. On March 5-7, 2014, Playboy engaged in intensive settlement
2 discussions with Zulfer and ultimately reached a settlement that reduced the attorney fees
3 substantially, but still left a liability well in excess of the policy limit.

4 **FIRST CAUSE OF ACTION**

5 **(For Professional Negligence Against All Defendants)**

6 14. Plaintiff refers to paragraphs 1-13, inclusive, and incorporates each of those
7 paragraphs as if set forth in full at this point.

8 15. At all times that defendants provided their professional services to Playboy,
9 defendants owed Playboy a duty to use such skill, prudence and diligence as attorneys of
10 ordinary skill and capacity commonly possess and exercise in the performance of the tasks
11 they undertake.

12 16. Defendants knew, or should have foreseen with reasonable certainty, that
13 Playboy would suffer injury, including monetary damages, if defendants failed to perform
14 their duty to use ordinary skill, prudence and diligence in connection with the handling of
15 the Zulfer litigation, and particularly in connection with the evaluation of the potential
16 exposure and the communication of that exposure and the imperative to settle to both
17 clients, Starr and Playboy.

18 17. In August, 2013, Zulfer made a settlement demand substantially below policy
19 limits, and Playboy received an indication that settlement at a lower figure was feasible. At
20 all times from August, 2013 until trial, Zulfer's case against Playboy could have been settled
21 for well within the limits of the \$5,000,000 insurance policy Playboy had.

22 18. Sheppard failed to use such ordinary skill, prudence and diligence as is
23 commonly possessed by attorneys of ordinary skill and capacity, and fell below the standard
24 of care, by committing, or omitting to perform, the following acts:

25 A. Sheppard failed to advise Playboy at any time--and particularly in
26 August, 2013 when settlement discussions occurred--of the risk of a jury verdict in excess of
27 policy limits, and failed to advise Playboy that under well-established law, it could shift that
28 risk to Starr by demanding that Starr settle within policy limits. Beginning at least as early

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1 as August, 2013, when Zulfer offered to settle for a figure substantially below policy limits,
2 the opportunity to settle within policy limits existed, but Sheppard never recommended to
3 Playboy that it demand Starr do so, nor did Sheppard inform Playboy that such a demand, if
4 not satisfied by Starr, would shift the risk of a recovery in excess of the policy to Starr.
5 Playboy never knew the case presented an exposure in excess of the policy limits.

6 B. Sheppard, in fact, relied on Playboy in August, 2013 to determine the
7 appropriate settlement range for the case to communicate to the carrier instead of
8 recommending an appropriate range to be communicated. Sheppard knew or should have
9 known that Playboy's determination at that time grossly underestimated the exposure
10 presented by the Zulfer case and knew that Starr was providing no settlement authority,
11 leaving only the portion of Playboy's \$500,000 self-insured retention that remained after
12 payment of attorney fees available to fund a settlement. Sheppard nevertheless did not
13 inform Playboy that the Zulfer case posed an exposure in excess of the policy limits, nor did
14 it seek or recommend Playboy seek authority from Starr to settle within policy limits, using
15 insurance money as needed above the self-insured retention, nor did it demand that Starr
16 settle the case on Playboy's behalf within policy limits when Starr had the chance to do so.

17 C. Sheppard again failed to put pressure on Starr to settle in November,
18 2013, when Zulfer's attorney, following some depositions that were damaging to Playboy,
19 reiterated the initial demand from the August, 2013 negotiations with a willingness to
20 negotiate downward. That initial demand was within policy limits, but Sheppard again
21 neither informed Playboy of the increased exposure in excess of policy limits, advised
22 Playboy to insist that Starr accept a demand within policy limits, nor made a demand on
23 Playboy's behalf that Starr settle the case in light of the ability to do so within policy limits.

24 D. Sheppard did not properly evaluate, or inform Playboy of, the true
25 damage exposure. In its January 29, 2014 pre-trial report, Sheppard evaluated the worst
26 case wage loss scenario as presenting an exposure below policy limits, but failed to evaluate
27 the exposure to emotional distress and punitive damages in reaching that conclusion. Had
28 Sheppard done so, its analysis would have disclosed an exposure in a worst case scenario

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1 significantly in excess of the \$5,000,000 burning policy limits, including an exposure to
2 punitive damages which would not be covered by insurance if California law applied to the
3 issue of coverage of punitive damages. That analysis, in turn, would have caused an
4 attorney of ordinary skill and capacity to advise Playboy to settle before trial on the best
5 available terms and to demand that Starr settle within policy limits to protect its insured
6 from both an excess and a potentially uncovered compensatory and punitive damage
7 exposure.

8 E. Sheppard acknowledged in its January 29, 2014 pre-trial report that an
9 opportunity existed to settle the case for a figure that was a fraction of the policy limit and
10 was well below the exposure if Zulfer prevailed for even the low end of just her own
11 expert's evaluation of her past and future wage loss. Despite the potential for exposure in
12 excess of the policy limits, which it should have recognized based on its own report of the
13 high end wage loss exposure and the other available damages, and notwithstanding its
14 awareness that Starr was asserting coverage defenses and the policy limits were burning,
15 Sheppard did not recommend that the case be settled for the approximately \$1,000,000, nor
16 did Sheppard recommend to Playboy that it demand Starr settle the case for that amount or
17 some other amount within policy limits.

18 F. Sheppard made a wildly optimistic evaluation of the likelihood of
19 success in estimating a 75% chance of success in light of Sheppard's own mock jury study
20 showing one-third of the mock jurors deciding in favor of Zulfer even without her own
21 counsel involved and those jurors awarding an average far in excess of what the case could
22 have settled for. Instead of estimating a 75% chance of success, Sheppard should have
23 informed Playboy of the very real likelihood that it could lose the case if it went to trial, and
24 that the lost past and future wages could be doubled and combined with emotional distress
25 damages, and potentially uninsured punitive damages, to create an exposure in excess of any
26 insurance coverage. Sheppard also should have either told Playboy to insist that Starr settle
27 the case within available policy limits or should have strongly urged Starr to do so directly.

28 ///

1 G. Sheppard failed to notify Playboy that the damage figure Zulfer's
2 attorney sought in his opening statement created a potential of a judgment in excess of
3 policy limits, and that Playboy should insist that Starr settle the case within available policy
4 limits so as to eliminate that excess exposure by either a settlement of the case or a refusal of
5 Starr to accept a reasonable settlement demand within policy limits or make reasonable
6 efforts to settle within policy limits.

7 H. Despite Sheppard having attorneys in-house who specialize in
8 insurance matters and insurance law, the Sheppard attorneys handling the case failed to take
9 the necessary steps to exert pressure on Starr to either get the Zulfer case resolved in light of
10 the excess exposure, the reservation of rights as to the compensatory damages, and the
11 potentially uncovered punitive damage exposure, or to transfer that exposure to Starr.

12 19. As a direct and proximate result of the professional negligence of Sheppard,
13 Playboy has incurred damages in the amount of at least \$7,603,000.00.

14 **PRAYER FOR DAMAGES**

15 WHEREFORE, Plaintiff prays for damages as follows:

- 16 1. For compensatory damages in the amount of at least \$7,603,000.00;
17 2. For pre-judgment interest thereon;
18 3. For costs of suit incurred herein, including reasonable attorney fees;
19 4. For such other and further relief as the Court deems just and proper.

20 **JURY TRIAL DEMAND**

21 Plaintiff demands a trial by jury on all claims so triable.

22
23 DATED: April 16, 2015

ENGSTROM, LIPSCOMB & LACK

24
25
26 By: 

27 WALTER J. LACK
28 STEVEN C. SHUMAN
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Walter J. Lack, Esq. (SBN 57550)
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ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
APR 17 2015
Sherril K. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill St.
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012-3014
BRANCH NAME: Central District

CASE NAME: Playboy Enterprises, Inc. vs.
Sheppard, Mullin, Richter & Hampton, LLP & DOES 1-20

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 579105**
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>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <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 checked="" type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. 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): 1
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: April , 2015
WALTER J. LACK

Walter Lack
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

ORIGINAL

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

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

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: Playboy Enterprises, Inc. v. Sheppard, Mullin etc.	CASE NUMBER BC 579105
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 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.
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 4 in Item III; complete Item IV. Sign the declaration.

04/17/2015
 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 type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

Playboy Enterprises, Inc. vs. Sheppard, Mullin, etc.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

CIVIL
Unlawful Detainer
Real Property

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 checked="" type="checkbox"/> A6017 Legal Malpractice <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 <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.

SHORT TITLE:

Playboy Enterprises, Inc. v. Sheppard, Mullin, etc.

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	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

SHORT TITLE:

Playboy Enterprises, Inc. vs. Sheppard, Mullin, etc.

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. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" 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: 333 South Hope Street, 43rd Floor Los Angeles, CA 90071
CITY: Los Angeles	STATE: CA	ZIP CODE: 90071

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: April 16, 2015



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

04/16/2015