

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
Additional Parties Attachment form is attached

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

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

**FILED**  
Clerk of the Superior Court

SEP 02 2020

By: M. Dietenhofer, Deputy

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

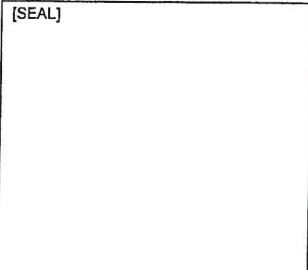
The name and address of the court is:  
(El nombre y dirección de la corte es):  
San Diego Superior Court  
330 West Broadway  
San Diego, CA 92101

CASE NUMBER:  
(Número del Caso):  
37-2020-00029592-CU-PO-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jeremiah A. Lowe, Esq. (SBN 239166) Victoria J. Lazar, Esq. (SBN 298668)  
Gomez Trial Attorneys  
330 W. Broadway, Ste. 1700, San Diego, CA 92101

DATE: SEP 02 2020 Clerk, by M. Dietenhofer, Deputy  
(Fecha) (Secretario) (Adjunto)

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



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Pernicano Realty & Management, Inc., A California corporation  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date): 09-14-2020

<b>SHORT TITLE:</b> Delarosa v Park Villas South Condominium Association, Inc., et al.	<b>SUM-200(A)</b> <b>CASE NUMBER:</b> 20-29592
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff    
  Defendant    
  Cross-Complainant    
  Cross-Defendant

PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC., a California Corporation; PERNICANO REALTY & MANAGEMENT, INC., a California Corporation; LHL ENTERPRISES, INC., a California Corporation, dba MOM AND ME PROPERTIES; and DOES 1 to 50.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeremiah A. Lowe, Esq (239166) Victoria J. Lazar, Esq. (298668) GOMEZ TRIAL ATTORNEYS 655 Broadway, Suite 1700 San Diego, CA 92101  TELEPHONE NO.: (619) 237-3490      FAX NO. (Optional): (619) 237-3496 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff Andrew Delarosa	FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> Clerk of the Superior Court SEP 02 2020 By: M. Diethofer, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego, California 92101 BRANCH NAME: Hall of Justice	
PLAINTIFF: Andrew Delarosa DEFENDANT: Park Villas South Condominium Association, Inc. (See Additional Parties Attached) <input checked="" type="checkbox"/> DOES 1 TO 50	
<b>COMPLAINT—Personal Injury, Property Damage, Wrongful Death</b> <input checked="" type="checkbox"/> <b>AMENDED (Number): FIRST</b> Type (check all that apply): <input type="checkbox"/> MOTOR VEHICLE <input checked="" type="checkbox"/> <b>OTHER (specify): Premises Liability</b> <input type="checkbox"/> Property Damage <input type="checkbox"/> Wrongful Death <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other Damages (specify):	CASE NUMBER: 37-2020-00029592-CU-PO-CTL
Jurisdiction (check all that apply): <input type="checkbox"/> <b>ACTION IS A LIMITED CIVIL CASE</b> Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> <b>ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)</b> <input type="checkbox"/> <b>ACTION IS RECLASSIFIED by this amended complaint</b> <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	

1. **Plaintiff (name or names):** Andrew Delarosa, an individual;  
 alleges causes of action against **defendant (name or names):**  
 Park Villas South Condominium Association, Inc., a California Corporation; et al. (See Attachment 1)
2. This pleading, including attachments and exhibits, consists of the following number of pages: 8
3. Each plaintiff named above is a competent adult
  - a.  **except plaintiff (name):**
    - (1)  a corporation qualified to do business in California
    - (2)  an unincorporated entity (describe):
    - (3)  a public entity (describe):
    - (4)  a minor       an adult
      - (a)  for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
      - (b)  other (specify):
    - (5)  other (specify):
  - b.  **except plaintiff (name):**
    - (1)  a corporation qualified to do business in California
    - (2)  an unincorporated entity (describe):
    - (3)  a public entity (describe):
    - (4)  a minor       an adult
      - (a)  for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
      - (b)  other (specify):
    - (5)  other (specify):

Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER: 37-2020-00029592-CU-PO-CTL
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4.  Plaintiff (*name*):  
 is doing business under the fictitious name (*specify*):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

- a.  **except** defendant (*name*): See Attachment 5
- (1)  a business organization, form unknown
  - (2)  a corporation
  - (3)  an unincorporated entity (*describe*):
  - (4)  a public entity (*describe*):
  - (5)  other (*specify*):

- c.  **except** defendant (*name*): See Attachment 5
- (1)  a business organization, form unknown
  - (2)  a corporation
  - (3)  an unincorporated entity (*describe*):
  - (4)  a public entity (*describe*):
  - (5)  other (*specify*):

- b.  **except** defendant (*name*): See Attachment 5
- (1)  a business organization, form unknown
  - (2)  a corporation
  - (3)  an unincorporated entity (*describe*):
  - (4)  a public entity (*describe*):
  - (5)  other (*specify*):

- d.  **except** defendant (*name*):
- (1)  a business organization, form unknown
  - (2)  a corporation
  - (3)  an unincorporated entity (*describe*):
  - (4)  a public entity (*describe*):
  - (5)  other (*specify*):

Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.

- a.  Doe defendants (*specify Doe numbers*): 1-50 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
- b.  Doe defendants (*specify Doe numbers*): 1-50 are persons whose capacities are unknown to plaintiff.

7.  Defendants who are joined under Code of Civil Procedure section 382 are (*names*):

8. This court is the proper court because

- a.  at least one defendant now resides in its jurisdictional area.
- b.  the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
- c.  injury to person or damage to personal property occurred in its jurisdictional area.
- d.  other (*specify*):

9.  Plaintiff is required to comply with a claims statute, and

- a.  has complied with applicable claims statutes, or
- b.  is excused from complying because (*specify*):

SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER: 37-2020-00029592-CU-PO-CTL
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10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a.  Motor Vehicle
- b.  General Negligence
- c.  Intentional Tort
- d.  Products Liability
- e.  Premises Liability
- f.  other (specify):

11. Plaintiff has suffered

- a.  wage loss
- b.  loss of use of property
- c.  hospital and medical expenses
- d.  general damage
- e.  property damage
- f.  loss of earning capacity
- g.  other damage (specify):

12.  The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a.  listed in Attachment 12.
- b.  as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1)  compensatory damages
- (2)  punitive damages

The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):


- (1)  according to proof
- (2)  in the amount of: \$

15.  The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

1-15; PREM. L-1; PREM. L-2; PREM. L-5; GN-1

Date: September 2, 2020

Jeremiah A. Lowe, Esq.  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

SHORT TITLE: Delarosa v. Park Villas South, et al.

CASE NUMBER:

1 ATTACHMENT 1 TO COMPLAINT:

2

3 1. PLAINTIFF : ANDREW DELAROSA, and Individual

4 alleges causes of action against

5 DEFENDANT : PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC., a California Corporation;

6 PERNICANO REALTY & MANAGEMENT, INC., a California Corporation; LHL ENTERPRISES, INC., a California

7 Corporation, dba MOM AND ME PROPERTIES; and DOES 1 to 50.

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26 *(Required for verified pleading)* The items on this page stated on information and belief are *(specify item numbers, not line*  
27 *numbers):* Item 1

*This page may be used with any Judicial Council form or any other paper filed with the court.*

Page 4 OF 8

SHORT TITLE: Delarosa v. Park Villas South, et al.

CASE NUMBER:

1 ATTACHMENT 5 TO COMPLAINT:

2

3 Item 5. Each defendant named above is a natural person

4

5 a. except defendant Park Villas South Condominium Association, Inc., a Corporation.

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7 b. except defendant Pernicano Realty & Management, Inc., a Corporation

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9 c. except defendant LHL Enterprises, Inc., a Corporation, dba Mom and Me Properties

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*(Required for verified pleading)* The items on this page stated on information and belief are *(specify item numbers, not line numbers)*: Item 5

27

*This page may be used with any Judicial Council form or any other paper filed with the court.*

Page 5 OF 8

SHORT TITLE:  
Delarosa v. Park Villas South, et al.

CASE NUMBER:

ONE **CAUSE OF ACTION—Premises Liability**

Page 6 OF 8

(number)

ATTACHMENT TO  Complaint  Cross - Complaint

(Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name): Andrew Delarosa

alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.

On (date): May 1, 2020

plaintiff was injured on the following premises in the following

fashion (description of premises and circumstances of injury):

See Attachment L-1

Prem.L-2.  **Count One—Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were (names):  
Park Villas South Condominium Association, Inc.; Pernicano Realty & Management, Inc.; LHL Enterprises, Inc., dba Mom and Me Properties; and

Does 1 to 50

Prem.L-3.  **Count Two—Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names):

Does \_\_\_\_\_ to \_\_\_\_\_

Plaintiff, a recreational user, was  an invited guest  a paying guest.

Prem.L-4.  **Count Three—Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were (names):

Does \_\_\_\_\_ to \_\_\_\_\_

a.  The defendant public entity had  actual  constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.

b.  The condition was created by employees of the defendant public entity.

Prem.L-5. a.  **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names):  
Park Villas South Condominium Association, Inc.; Pernicano Realty & Management, Inc.; LHL Enterprises, Inc., dba Mom and Me properties; and

Does 1 to 50

b.  The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are  described in attachment Prem.L-5.b  as follows (names):



SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
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1 ATTACHMENT Prem. L-1 TO COMPLAINT:

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On May 1, 2020, Plaintiff was injured on the following premises in the following fashion (description of premises and circumstances of injury):

Park Villas South Condominiums at 1325 Caminito Gabaldon, San Diego, CA 92108.

Defendants Park Villas South Condominium Association, Inc., Pernicano Realty & Management, Inc., LHL Enterprises, Inc. dba Mom and Me Properties; and Does 1 to 50 ("Defendants"), through their employees and agents, were negligent in failing to keep the laundry room floor safe and dry. Defendants' negligent acts and omissions include, but are not limited to: Defendants failed to install and maintain safe and slip-resistant flooring in the laundry room. Defendants failed to properly maintain, repair, replace, and/or inspect the washing machines in the laundry room causing water and/or other liquid substances to leak and puddle on the floor, creating a slip hazard. Defendants failed to keep the the laundry room floor dry. Defendants failed to timely dry the floor when water and/or other liquid leaked from washing machines. Defendants failed to warn tenants that the floor was wet. Defendants failed to keep tenants off the wet floor. Defendants failed to guard against the slip hazard.

As a result, Defendants created an unreasonably dangerous condition in the laundry room. Defendants' negligence caused Plaintiff Andrew Delarosa to slip and fall causing severe injuries.

(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line numbers): Item Prem. L-1

This page may be used with any Judicial Council form or any other paper filed with the court.

SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
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TWO \_\_\_\_\_ **CAUSE OF ACTION—General Negligence** Page 8 OF 8  
 (number)

ATTACHMENT TO  Complaint  Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): Andrew Delarosa

alleges that defendant (name): Park Villas South Condominium Association, Inc.; Pernicano Realty & Management, Inc.; LHL Enterprises, Inc. dba Mom and Me Properties; and

Does 1 \_\_\_\_\_ to 50 \_\_\_\_\_

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): May 1, 2020

at (place): Park Villas South Condominiums at 1325 Caminito Gabaldon, San Diego, CA 92108

(description of reasons for liability):

Defendants, through their employees and agents, were negligent in failing to keep the laundry room floor safe and dry. Defendants' negligent acts and omissions include, but are not limited to: Defendants failed to install and maintain safe and slip-resistant flooring in the laundry room. Defendants failed to properly maintain, repair, replace, and/or inspect the washing machines in the laundry room causing water and/or other liquid substances to leak and puddle on the floor, creating a slip hazard. Defendants failed to keep the the laundry room floor dry. Defendants failed to timely dry the floor when water and/or other liquid leaked from washing machines. Defendants failed to warn residents that the floor was wet. Defendants failed to keep tenants off the wet floor. Defendants failed to guard against the slip hazard.

As a result, Defendants created an unreasonably dangerous condition in the laundry room. Defendants' negligence caused Plaintiff Andrew Delarosa to slip and fall causing severe injuries.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Jeremiah A. Lowe, Esq (239166) Victoria J. Lazar, Esq. (298668)  
GOMEZ TRIAL ATTORNEYS  
655 Broadway, Suite 1700  
San Diego, CA 92101  
TELEPHONE NO.: (619) 237-3490 FAX NO. (Optional): (619) 237-3496  
E-MAIL ADDRESS (Optional):  
ATTORNEY FOR (Name): Plaintiff Andrew Delarosa

FOR COURT USE ONLY  
2020 AUG 21 P 2:49  
CLERK OF SUPERIOR COURT  
SAN DIEGO, CALIFORNIA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
STREET ADDRESS: 330 W Broadway  
MAILING ADDRESS: 330 W Broadway  
CITY AND ZIP CODE: San Diego, California 92101  
BRANCH NAME: Hall of Justice

PLAINTIFF: Andrew Delarosa  
DEFENDANT: Park Villas South Condominium Association, Inc., et al.  
 DOES 1 TO 50

COMPLAINT—Personal Injury, Property Damage, Wrongful Death  
 AMENDED (Number):  
Type (check all that apply):  
 MOTOR VEHICLE  OTHER (specify): Premises Liability  
 Property Damage  Wrongful Death  
 Personal Injury  Other Damages (specify):

CASE NUMBER:  
37-2020-00029592-CU-PO-CTL

Jurisdiction (check all that apply):  
 ACTION IS A LIMITED CIVIL CASE  
Amount demanded  does not exceed \$10,000  
 exceeds \$10,000, but does not exceed \$25,000  
 ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)  
 ACTION IS RECLASSIFIED by this amended complaint  
 from limited to unlimited  
 from unlimited to limited

- 1. Plaintiff (name or names): Andrew Delarosa, an individual;  
alleges causes of action against defendant (name or names):  
Park Villas South Condominium Association, Inc., a California Corporation; et al. (See Attachment 1)
- 2. This pleading, including attachments and exhibits, consists of the following number of pages: 8
- 3. Each plaintiff named above is a competent adult  
a.  except plaintiff (name):  
(1)  a corporation qualified to do business in California  
(2)  an unincorporated entity (describe):  
(3)  a public entity (describe):  
(4)  a minor  an adult  
(a)  for whom a guardian or conservator of the estate or a guardian ad litem has been appointed  
(b)  other (specify):  
(5)  other (specify):  
b.  except plaintiff (name):  
(1)  a corporation qualified to do business in California  
(2)  an unincorporated entity (describe):  
(3)  a public entity (describe):  
(4)  a minor  an adult  
(a)  for whom a guardian or conservator of the estate or a guardian ad litem has been appointed  
(b)  other (specify):  
(5)  other (specify):

Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
---	--------------

4.  Plaintiff (*name*):  
 is doing business under the fictitious name (*specify*):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a.  except defendant (*name*): See Attachment 5

(1)  a business organization, form unknown

(2)  a corporation

(3)  an unincorporated entity (*describe*):

(4)  a public entity (*describe*):

(5)  other (*specify*):

c.  except defendant (*name*): See Attachment 5

(1)  a business organization, form unknown

(2)  a corporation

(3)  an unincorporated entity (*describe*):

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(2)  a corporation

(3)  an unincorporated entity (*describe*):

(4)  a public entity (*describe*):

(5)  other (*specify*):

Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.

a.  Doe defendants (*specify Doe numbers*): 1-50 were the agents or employees of other named defendants and acted within the scope of that agency or employment.

b.  Doe defendants (*specify Doe numbers*): 1-50 are persons whose capacities are unknown to plaintiff.

7.  Defendants who are joined under Code of Civil Procedure section 382 are (*names*):

8. This court is the proper court because

a.  at least one defendant now resides in its jurisdictional area.

b.  the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.

c.  injury to person or damage to personal property occurred in its jurisdictional area.

d.  other (*specify*):

9.  Plaintiff is required to comply with a claims statute, and

a.  has complied with applicable claims statutes, or

b.  is excused from complying because (*specify*):

SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
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10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a.  Motor Vehicle
- b.  General Negligence
- c.  Intentional Tort
- d.  Products Liability
- e.  Premises Liability
- f.  other (specify):

11. Plaintiff has suffered

- a.  wage loss
- b.  loss of use of property
- c.  hospital and medical expenses
- d.  general damage
- e.  property damage
- f.  loss of earning capacity
- g.  other damage (specify):

12.  The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
- a.  listed in Attachment 12.
  - b.  as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1)  compensatory damages
- (2)  punitive damages

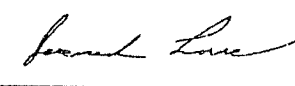
The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):

- (1)  according to proof
- (2)  in the amount of: \$

15.  The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):  
 1-15; PREM. L-1; PREM. L-2; PREM. L-5; GN-1

Date: August 21, 2020

Jeremiah A. Lowe, Esq.  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
--	--------------

1 ATTACHMENT 1 TO COMPLAINT:

2

3 1. PLAINTIFF : ANDREW DELAROSA, and Individual

4 alleges causes of action against

5 DEFENDANT : PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC., a California Corporation;

6 PERNICANO REALTY & MANAGEMENT, INC., a California Corporation; LHL ENTERPRISES, INC., a California  
7 Corporation, dba MOM AND ME PROPERTIES; and DOES 1 to 50.

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26 *(Required for verified pleading)* The items on this page stated on information and belief are *(specify item numbers, not line numbers)*: Item 1

27 *This page may be used with any Judicial Council form or any other paper filed with the court.*

Page 4 OF 8

SHORT TITLE: Delarosa v. Park Villas South, et al.

CASE NUMBER:

1 ATTACHMENT 5 TO COMPLAINT:

2  
3 Item 5. Each defendant named above is a natural person

4  
5 a. except defendant Park Villas South Condominium Association, Inc., a Corporation.

6  
7 b. except defendant Pernicano Realty & Management, Inc., a Corporation

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9 c. except defendant LHL Enterprises, Inc., a Corporation, dba Mom and Me Properties

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26 *(Required for verified pleading)* The items on this page stated on information and belief are *(specify item numbers, not line numbers)*: Item 5

27 *This page may be used with any Judicial Council form or any other paper filed with the court.*

Page 5 OF 8

SHORT TITLE:  
Delarosa v. Park Villas South, et al.

CASE NUMBER:

ONE CAUSE OF ACTION—Premises Liability

Page 6 OF 8

(number)

ATTACHMENT TO  Complaint  Cross - Complaint

(Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name): Andrew Delarosa

alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.

On (date): May 1, 2020

plaintiff was injured on the following premises in the following

fashion (description of premises and circumstances of injury):

See Attachment L-1

Prem.L-2.  **Count One—Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were (names):  
Park Villas South Condominium Association, Inc.; Pernicano Realty & Management, Inc.; LHL Enterprises, Inc., dba Mom and Me Properties; and

Does 1 \_\_\_\_\_ to 50 \_\_\_\_\_

Prem.L-3.  **Count Two—Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names):

Does \_\_\_\_\_ to \_\_\_\_\_

Plaintiff, a recreational user, was  an invited guest  a paying guest.

Prem.L-4.  **Count Three—Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were (names):

Does \_\_\_\_\_ to \_\_\_\_\_

a.  The defendant public entity had  actual  constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.

b.  The condition was created by employees of the defendant public entity.

Prem.L-5. a.  **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names):

Park Villas South Condominium Association, Inc.; Pernicano Realty & Management, Inc.; LHL Enterprises, Inc., dba Mom and Me properties; and

Does 1 \_\_\_\_\_ to 50 \_\_\_\_\_

b.  The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are  described in attachment Prem.L-5.b  as follows (names):



SHORT TITLE: Delarosa v. Park Villas South, et al.

CASE NUMBER:

1 ATTACHMENT Prem. L-1 TO COMPLAINT:

2  
3 On May 1, 2020, Plaintiff was injured on the following premises in the following fashion (description of premises and  
4 circumstances of injury):

5 Park Villas South Condominiums at 1325 Caminito Gabaldon, San Diego, CA 92108.

6 Defendants Park Villas South Condominium Association, Inc., Pernicano Realty & Management, Inc., LHL

7 Enterprises, Inc. dba Mom and Me Properties; and Does 1 to 50 ("Defendants"), through their employees and

8 agents, were negligent in failing to keep the laundry room floor safe and dry. Defendants' negligent acts and

9 omissions include, but are not limited to: Defendants failed to install and maintain safe and slip-resistant flooring in

10 the laundry room. Defendants failed to properly maintain, repair, replace, and/or inspect the washing machines in the

11 laundry room causing water and/or other liquid substances to leak and puddle on the floor, creating a slip hazard.

12 Defendants failed to keep the the laundry room floor dry. Defendants failed to timely dry the floor when water and/or

13 other liquid leaked from washing machines. Defendants failed to warn tenants that the floor was wet. Defendants

14 failed to keep tenants off the wet floor. Defendants failed to guard against the slip hazard.

15 As a result, Defendants created an unreasonably dangerous condition in the laundry room. Defendants' negligence  
16 caused Plaintiff Andrew Delarosa to slip and fall causing severe injuries.

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26 *(Required for verified pleading)* The items on this page stated on information and belief are *(specify item numbers, not line*  
*numbers):* Item Prem. L-1

27 *This page may be used with any Judicial Council form or any other paper filed with the court.*

Page 7 OF 8

SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
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TWO \_\_\_\_\_ **CAUSE OF ACTION—General Negligence** Page 8 OF 8  
 (number)

ATTACHMENT TO  Complaint  Cross - Complaint

*(Use a separate cause of action form for each cause of action.)*

GN-1. Plaintiff (name): Andrew Delarosa

alleges that defendant (name): Park Villas South Condominium Association, Inc.; Pernicano Realty & Management, Inc.; LHL Enterprises, Inc. dba Mom and Me Properties; and

Does 1 \_\_\_\_\_ to 50 \_\_\_\_\_

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): May 1, 2020

at (place): Park Villas South Condominiums at 1325 Caminito Gabaldon, San Diego, CA 92108

*(description of reasons for liability):*

Defendants, through their employees and agents, were negligent in failing to keep the laundry room floor safe and dry. Defendants' negligent acts and omissions include, but are not limited to: Defendants failed to install and maintain safe and slip-resistant flooring in the laundry room. Defendants failed to properly maintain, repair, replace, and/or inspect the washing machines in the laundry room causing water and/or other liquid substances to leak and puddle on the floor, creating a slip hazard. Defendants failed to keep the laundry room floor dry. Defendants failed to timely dry the floor when water and/or other liquid leaked from washing machines. Defendants failed to warn residents that the floor was wet. Defendants failed to keep tenants off the wet floor. Defendants failed to guard against the slip hazard.

As a result, Defendants created an unreasonably dangerous condition in the laundry room. Defendants' negligence caused Plaintiff Andrew Delarosa to slip and fall causing severe injuries.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Jeremiah A. Lowe, Esq. (SBN 239166) Victoria J. Lazar, Esq. (SBN 298668)  
Gomez Trial Attorneys  
655 W. Broadway, Suite 1700  
San Diego, CA 92101  
TELEPHONE NO.: 619-237-3490 FAX NO.: 619-237-3496

FOR COURT USE ONLY  
2020 AUG 21 P 2:49  
COURT CLERK  
SAN DIEGO, CA

ATTORNEY FOR (Name): Plaintiff Andrew Delarosa  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
STREET ADDRESS: 330 W Broadway  
MAILING ADDRESS: 330 W Broadway  
CITY AND ZIP CODE: San Diego, CA 92101  
BRANCH NAME: Hall of Justice

CASE NAME: Delarosa v Park Villas South Condominium Association, Inc., et al.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)  
**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

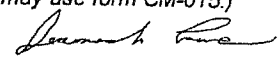
CASE NUMBER:  
37-2020-00029592-CU-PO-CTL  
JUDGE:  
DEPT:

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

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): Two
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: August 21, 2020  
Jeremiah A. Lowe, Esq.



(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

### 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

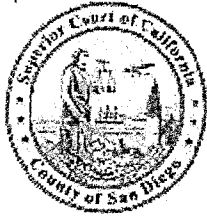
Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

##### 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



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2020-00029592-CU-PO-CTL CASE TITLE: Delarosa vs Park Villas South Condominium Association Inc

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### **Potential Advantages and Disadvantages of ADR**

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### **Most Common Types of ADR**

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### **Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>		<i>FOR COURT USE ONLY</i>
STREET ADDRESS:	330 West Broadway	
MAILING ADDRESS:	330 West Broadway	
CITY, STATE, & ZIP CODE:	San Diego, CA 92101-3827	
BRANCH NAME:	Central	
PLAINTIFF(S): Andrew Delarosa		
DEFENDANT(S): PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION INC		
SHORT TITLE: DELAROSA VS PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION INC [IMAGED]		
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER: 37-2020-00029592-CU-PO-CTL

Judge: Joel R. Wohlfeil

Department: C-73

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 08/24/2020

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7073	
PLAINTIFF(S) / PETITIONER(S): Andrew Delarosa	
DEFENDANT(S) / RESPONDENT(S): PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION INC	
DELAROSA VS PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION INC [IMAGED]	
<b>NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE</b>	CASE NUMBER: 37-2020-00029592-CU-PO-CTL

**CASE ASSIGNED FOR ALL PURPOSES TO:**

Judge: Joel R. Wohlfeil

Department: C-73

**COMPLAINT/PETITION FILED: 08/21/2020**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	05/07/2021	01:30 pm	C-73	Joel R. Wohlfeil

Due to the COVID-19 pandemic, all hearings will be conducted remotely until further notice. Absent an order of the court, personal appearances at the hearing will not be allowed. For information on arranging telephonic or video appearances, contact CourtCall at (888)882-6878, or at [www.courtcall.com](http://www.courtcall.com). Please make arrangements with CourtCall as soon as possible.

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

**COURT REPORTERS:** Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).





Superior Court of California  
County of San Diego

NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).**

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "**IMAGED FILE**" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.



Whitney J. Betts  
701 B Street, Suite 1900  
San Diego, California 92101  
Whitney.Betts@lewisbrisbois.com  
Direct: 619.699.4960

Marilyn R. Moriarty  
Marilyn.Moriarty@lewisbrisbois.com  
Direct: 619.699.4958

November 12, 2020

File No. TBD

Re: *Andrew Delrosa v. Park Villas South Condominium Association, Inc., et al.*

To Whom it May Concern:

This letter is written with regard to ongoing litigation involving Park Villas South Condominium Association, Inc. ("Park Villas") Pernicano Realty & Management, Inc. ("Pernicano"), and LHL Enterprises, Inc. On September 02, 2020, Andrew Delarosa filed a lawsuit against Park Villas, Pernicano, and others. Punitive damages have not been alleged. Park Villas, Pernicano, and LHL Enterprises answered the Complaint. As of the date of this Notice there is no date set for trial. Park Villas, Pernicano, and LHL's insurance carrier has retained counsel to represent them as Defendants in the complaint filed by Delarosa. There is insurance coverage available in excess of the known damages being sought in the case.

The files and records for this lawsuit are a matter of public record and anyone interested may view the Court file at the office of the Clerk of the Superior Court located at 330 West Broadway, San Diego, California 92101 by referencing the case number (37-2020-00029592-CU-PO-CTL).

Please contact our office with any further concerns.

Best regards,  
*/s/ Whitney J. Betts*  
*/s/ Marilyn R. Moriarty*

Whitney J. Betts for  
Marilyn R. Moriarty of  
LEWIS BRISBOIS BISGAARD & SMITH LLP

WJB

**SUMMONS  
(CITACION JUDICIAL)**

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

**MAGGIE GILLERAN-SMITH,  
"See Additional Parties Form Attached"**

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

**JOSEPH PORTER;**

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

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**09/01/2020** at 00:05:40 AM  
Clerk of the Superior Court  
By: Carolina Miranda, Deputy Clerk

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es): **Hall of Justice**  
**Superior Court of California, County of San Diego**  
**330 West Broadway, San Diego, CA 92101**

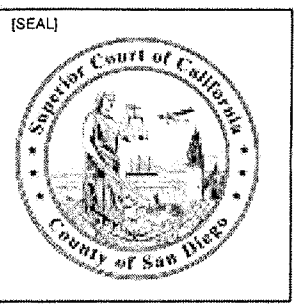
CASE NUMBER:  
(Número del Caso): **37-2020-00030637-CU-PO-CTL**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
**Arash Khorsandi; Brian G. Beecher; 2960 Wilshire Blvd., Third Floor, LA, CA 90010; Tel: (310) 277-7529**

DATE: **09/01/2020**  
(Fecha)

Clerk, by *C. Miranda*, Deputy  
(Secretario) C. Miranda (Adjunto)

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



**NOTICE TO THE PERSON SERVED: You are served**

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify): **Pernicano Realty & Management, Inc.**
- 3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- 4.  by personal delivery on (date):

SHORT TITLE: PORTER vs. MAGGIE GILLERAN-SMITH, et al.	CASE NUMBER:
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**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
  Defendant
  Cross-Complainant
  Cross-Defendant

TRUSTEE OF THE GILLERAN-SMITH 2015 TRUST, DATED JANUARY 5, 2015; PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC.; PERNICANO REALTY & MANAGEMENT, INC.; and DOES 1 TO 100;



1 Plaintiff JOSEPH PORTER, based on knowledge as to himself and on information and  
2 belief as to all others, complains and alleges as follows:

3 **PARTIES**

4 1. Plaintiff JOSEPH PORTER ("Plaintiff"), was an individual residing in San  
5 Diego County during 2020 and through all times relevant.

6 2. Defendant MAGGIE GILLERAN-SMITH, TRUSTEE OF THE  
7 GILLERAN-SMITH 2015 TRUST, DATED JANUARY 5, 2015 (the "Trust") is the trustee of a  
8 California trust which owns real property located at approximately 8085 Caminito De Pizza, San  
9 Diego, California 92108, in San Diego County (the "Premises") and has owned that Premises  
10 since approximately January 15, 2015 to present day.

11 3. Defendant PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION,  
12 INC. ("Park Villas South") is a California corporation doing business in San Diego County during  
13 2020 and through all times relevant.

14 4. Defendant PERNICANO REALTY & MANAGEMENT, INC.  
15 ("Pernicano") is a California corporation doing business in San Diego County during 2020 and  
16 through all times relevant.

17 5. Plaintiff is currently unaware of the true names and capacities, whether  
18 individual, corporate or otherwise, of the Defendants sued herein as DOES 1 through 100, and  
19 therefore sues these Defendants by such fictitious names. Plaintiff will amend this version of the  
20 Complaint to state the true names and capacities of such fictitiously named Defendants when  
21 ascertained. Plaintiff alleges that each of such fictitiously named Defendants are in some manner  
22 connected with the matters alleged herein and are liable to Plaintiff therefore. Hereinafter,  
23 "Defendants" shall refer to the Trust, Park Villas South, Pernicano, and DOES 1 through 100,  
24 collectively.

25 **AGENCY**

26 6. At all times relevant, each of the Defendants, named and fictitiously named,  
27 was and is the agent, partner, employee, co-venturer, and/or co-conspirator of each of the  
28 remaining Defendants and, in doing the things alleged herein acted within the scope, course,

1 purpose, consent, direction, approval, knowledge, ratification, and/or authorization of such  
2 agency, partnership, employment, joint venture, and/or conspiracy. Wherever reference is made  
3 herein to "Defendants," such allegations shall be deemed to mean the acts of the Defendants acting  
4 individually, jointly and/or severally. Further, wherever reference is made herein to "Defendants"  
5 such allegations shall be deemed to mean the acts of the Trust, Park Villas South, Pernicano, and  
6 DOES 1 through 100, acting individually, jointly and/or severally.

#### 7 VICARIOUS LIABILITY

8 7. Plaintiff is informed and believes, and on that basis, alleges, that at all times  
9 herein mentioned, each of the Defendants, named or fictitiously named:

10 a. was responsible in some manner or way for the events and/or  
11 happenings referred to herein, and/or caused injury and damages directly and/or proximately  
12 thereby to Plaintiff as alleged herein;

13 b. is vicariously liable and responsible, as an agent, employee, joint  
14 venturer, member, employer, partner, or co-conspirator, for the happenings, events, injuries and/or  
15 damages alleged herein; or

16 c. otherwise is an indispensable party to this action.

#### 17 VENUE

18 8. This action arises out of tortious conduct that occurred in the State of  
19 California, County of San Diego.

#### 20 COMMON ALLEGATIONS

21 9. On approximately June 17, 2020 (and for several years prior), the Trust  
22 owned and/or controlled the Premises, and Park Villas South, Pernicano, and DOES 1 through  
23 100, were in control of the Premises.

24 10. While Plaintiff was present at the Premises on June 17, 2020, he sustained  
25 severe injuries while using a staircase (the "Staircase").

26 11. On June 17, 2020, the Staircase was in disrepair and it was defective  
27 because, including but not limited to, it was rotten, it was broken, it was built improperly.

28 12. On June 17, 2020, the Premises and the Staircase were in violation of a

1 number of California statutes, including but not limited to:

- 2 a. The Premises and the Staircase were in violation of California Building  
3 Code Section 3401A, because they were not “maintained in a safe and  
4 sanitary condition.” *See* California Building Code Section 3401A.2.
- 5 b. The Premises and the Staircase were in violation of California Civil  
6 Code Section 1941.1 because they lacked “stairways, and railings  
7 maintained in good repair.” *See* California Civil Code Section  
8 1941.1(a)(8).
- 9 c. The Premise and the Staircase were in violation of California Health and  
10 Safety Code Section 17920.3 because they both suffered from  
11 “[g]eneral dilapidation or improper maintenance,” and also failed to  
12 provide proper room and space dimensions. *See* California Health and  
13 Safety Code Section 17920.3(a).

14 13. As a result of the above defects, dangers, and code violations—all of which  
15 were known or should have reasonably been known to Defendants—a dangerous condition existed  
16 at the Premises and in connection with the Stairway.

17 14. When Plaintiff went to use the Stairway on June 17, 2020, the dangerous  
18 conditions present in the Stairway caused it to fail and give way, so that Plaintiff was sent falling  
19 down the Stairway and Plaintiff sustained serious injuries.

20 **FIRST CAUSE OF ACTION**

21 **GENERAL NEGLIGENCE**

22 **(By Plaintiff Against All Defendants)**

23 15. Plaintiff re-alleges and incorporates herein by reference each and every  
24 allegation contained in paragraphs 1 through 14, inclusive, hereinabove.

25 16. Defendants, as the owners and/or those in control of the Premises, owed a  
26 duty to Plaintiff and other persons present on the Premises to use reasonable care to maintain the  
27 Premises and keep it in a reasonably safe condition, discover any unsafe conditions and to repair,  
28 replace, or give adequate warning of anything that could be reasonably expected to harm others.



1 The owner of the Premises held a nondelegable duty in this regard.

2 17. However, at all times, Defendants negligently breached said duties and  
3 unreasonably and negligently owned, used and/or maintained the Premises on June 17, 2020, so as  
4 to cause and/or allow the presence of a danger conditions in the Stairway.

5 18. When Plaintiff went to use the Stairway on June 17, 2020, the dangerous  
6 conditions present in the Stairway caused it to fail and give way, so that Plaintiff was sent falling  
7 down the Stairway and Plaintiff sustained serious injuries.

8 19. The dangerous conditions were known and/or reasonably should have been  
9 known to Defendants. The dangerous conditions were such that a reasonably careful person would  
10 not notice them nor anticipate them without warning – and there were not warning signals, signs,  
11 or markings present to properly alert Plaintiff to the dangerous conditions.

12 20. Defendants' negligence was a direct, proximate and legal cause of the  
13 injuries sustained by Plaintiff.

14 21. As a proximate and direct result of these actions, Defendants have caused,  
15 and threaten to cause, substantial and irreparable harm to Plaintiff in an amount to be proven at  
16 trial but believed to be in excess of \$25,000.00.

17 **SECOND CAUSE OF ACTION**

18 **GROSS NEGLIGENCE**

19 **(By Plaintiff Against All Defendants)**

20 22. Plaintiff re-alleges and incorporates herein by reference each and every  
21 allegation contained in paragraphs 1 through 21, inclusive, hereinabove.

22 23. At all times, Defendants acted reckless and with an extreme departure of  
23 care by, including but not limited to, allowing Plaintiff to use the Stairway when it was not  
24 maintained, in violation of a number of different California Code Sections, as set forth *supra*, and  
25 known by Defendants to be dangerously defective and in disrepair.

26 24. Defendants' reckless conduct and aforementioned acts and/or omissions  
27 were a direct, proximate and legal cause of the injuries sustained by Plaintiff.

28 ///

1           25.     As a proximate and direct result of these actions, Defendants have caused,  
2 and threaten to cause, substantial and irreparable harm to Plaintiff in an amount to be proven at  
3 trial but believed to be in excess of \$25,000.00.

4           26.     In connection with the above, Defendants were guilty of malice, fraud and  
5 oppression as defined in California Civil Code section 3294, and Plaintiff should therefore  
6 recover, in addition to actual damages, damages to make an example of and to punish Defendants.

7           27.     Defendants and their officers, directors and managing agents knew that the  
8 Premises and the Stairway was in disrepair and a defective state and also that persons serving as  
9 property manager/landlord for Defendants were unfit to manage the Premises and ignoring its  
10 dangerous condition, as discussed *supra*, and nevertheless, Defendants and their officers, directors  
11 and managing agents instead acted with conscious disregard for the rights, safety and well-being  
12 of Plaintiff and other members of the public.

13           28.     Defendants therefore exhibited gross negligence and reckless disregard for  
14 the safety of others and thus punitive damages are properly awarded against Defendants because  
15 Defendants acted with malice, oppression, and caused unjust hardship to Plaintiff by recklessly  
16 causing and/or allowing a danger to exist at the Premises.

17           29.     Further, Defendants and their officers, directors and managing agents acted  
18 in the manner described herein and/or failed to take the actions mentioned above, for reasons of  
19 economic gain and to save money and increase their business profits. Defendants consciously,  
20 willfully and wantonly decided that their profits were more valuable and important than human  
21 suffering and life. In doing the acts herein alleged, Defendants and their officers, directors and  
22 managing agents, directly and in authorizing and ratifying the conduct of each of them, acted  
23 despicably and with willful and conscious disregard of the rights and safety of others and are liable  
24 under California Civil Code Section 3294 for exemplary and/or punitive damages in an amount be  
25 proven at trial.

26           30.     Defendants' conduct entitles Plaintiff to a judgment of punitive damages, in  
27 an amount to be proven at trial.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **PREMISES LIABILITY**

3 **(By Plaintiff Against All Defendants)**

4 31. Plaintiff re-alleges and incorporates herein by reference each and every  
5 allegation contained in paragraphs 1 through 30, inclusive, hereinabove.

6 32. As set forth above, on June 17, 2020, Plaintiff was injured on the premises  
7 as a result of the acts and/or omissions of Defendants, including but not limited to Defendants'  
8 negligent ownership, operation, maintenance, and/or management of the Premises.

9 33. Defendants owed a duty to Plaintiff and other persons present at the  
10 Premises to use reasonable care in connection with Defendants' ownership, operation,  
11 maintenance, and/or management of the premises.

12 34. However, at all times, Defendants negligently breached said duties and  
13 unreasonably and negligently owned, used and/or maintained the Premises on June 17, 2020, so as  
14 to cause and/or allow the presence of a danger conditions in the Stairway.

15 35. When Plaintiff went to use the Stairway on June 17, 2020, the dangerous  
16 conditions present in the Stairway caused it to fail and give way, so that Plaintiff was sent falling  
17 down the Stairway and Plaintiff sustained serious injuries.

18 36. The dangerous conditions were known and/or reasonably should have been  
19 known to Defendants. The dangerous conditions were such that a reasonably careful person would  
20 not notice them nor anticipate them without warning – and there were not warning signals, signs,  
21 or markings present to properly alert Plaintiff to the dangerous conditions.

22 37. Defendants' negligence was a direct, proximate and legal cause of the  
23 injuries sustained by Plaintiff.

24 38. As a proximate and direct result of these actions, Defendants have caused,  
25 and threaten to cause, substantial and irreparable harm to Plaintiff in an amount to be proven at  
26 trial but believed to be in excess of \$25,000.00.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **NEGLIGENT UNDERTAKING**

3 **(By Plaintiff Against All Defendants)**

4 39. Plaintiff re-alleges and incorporates herein by reference each and every  
5 allegation contained in paragraphs 1 through 38, inclusive, hereinabove.

6 40. Defendants undertook, gratuitously or for consideration, to render services  
7 to another, namely Defendants undertook the creation and administration of the safety policies, the  
8 inspection for and prevention of dangerous conditions, and also the performance of safety training  
9 for the management of the Premises.

10 41. Defendants undertook to perform these duties which were owed to Plaintiff  
11 by another (such as the owner of the Premises).

12 42. These services rendered were of a kind that Defendants should have  
13 recognized as necessary for the protection of Plaintiff (and others at the Premises).

14 43. Defendants failed to exercise reasonable care in the performance of the  
15 undertaking.

16 44. Defendants' failure to exercise reasonable care resulted in physical harm to  
17 Plaintiff.

18 45. Defendants' carelessness also increased the risk of harm to Plaintiff.

19 46. Additionally, the harm suffered by Plaintiff was because Plaintiff (as well  
20 as other tenants and possibly the owner of the Premises) relied upon Defendants' undertaking.

21 47. Plaintiff suffered injuries as a result of Defendants' negligence.

22 48. Defendants' negligence was a direct, proximate and legal cause of the  
23 injuries sustained by Plaintiff.

24 49. As a proximate and direct result of these actions, Defendants have caused,  
25 and threaten to cause, substantial and irreparable harm to Plaintiff in an amount to be proven at  
26 trial but believed to be in excess of \$25,000.00.

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**FIFTH CAUSE OF ACTION**

**NEGLIGENT HIRING, SUPERVISION, AND/OR RETENTION**

**(By Plaintiff Against All Defendants)**

50. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 49, inclusive, hereinabove.

51. Plaintiff claims that he was harmed by the employees of Defendants and that Defendants were responsible for that harm because Defendants negligently hired, supervised, or retained the employees that caused the harm.

52. Defendants' employees were unfit or incompetent to perform the work for which they were hired and Defendants knew or should have reasonably known that its employees were unfit and/or incompetent and this unfitness and/or incompetence harmed Plaintiff.

53. Plaintiff suffered injuries as a result of Defendants' negligence.

54. Defendants' negligence was a direct, proximate and legal cause of the injuries sustained by Plaintiff.

55. As a proximate and direct result of these actions, Defendants have caused, and threaten to cause, substantial and irreparable harm to Plaintiff in an amount to be proven at trial but believed to be in excess of \$25,000.00.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays this Court to order judgment in his favor and against Defendants as follows:

(A) For compensatory damages, as proven at trial, but in excess of \$25,000.00;

(B) For general and special damages, as proven at trial, but in excess of \$25,000.00;

(C) For non-economic damages according to proof at the time of trial, including pain and suffering, but in excess of \$25,000.00;

(D) For economic damages according to proof at the time of trial, including pain and suffering, but in excess of \$25,000.00;

(E) Loss of earning capacity;

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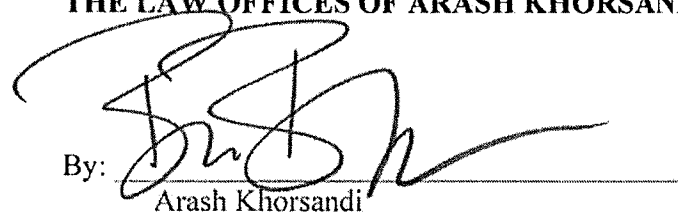
- (F) Past and future medical expenses;
- (F) For exemplary and punitive damages in an amount according to proof at trial;
- (G) For prejudgment and post-judgment interest to the extent permitted by law;
- (H) As permitted by law, for costs of suit; and
- (I) For such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: August 31, 2020

**THE LAW OFFICES OF ARASH KHORSANDI, PC**



By: \_\_\_\_\_  
Arash Khorsandi  
Brian G. Beecher  
Plaintiff, JOSEPH PORTER

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Arash Khorsandi, Esq. (249405); Brian G. Beecher, Esq. (239486) THE LAW OFFICES OF ARASH KHORSANDI, PC 2960 Wilshire Boulevard, Third Floor Los Angeles, California 90010 TELEPHONE NO.: (310) 277-7529 FAX NO.: (310) 388-8442 ATTORNEY FOR (Name): Plaintiff JOSEPH PORTER	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  09/01/2020 at 09:05:40 AM Clerk of the Superior Court By Carolina Miranda, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice	
CASE NAME: Porter vs. Maggie Gilleran-Smith, et al.	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 37-2020-00030637-CU-PO-CTL  JUDGE: Judge Eddie C Sturgeon 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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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): 5
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: August 31, 2020  
 Brian G. Beecher, Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

**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><b>Auto Tort</b>                  Auto (22)—Personal Injury/Property Damage/Wrongful Death                  Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>                  Asbestos (04)                  Asbestos Property Damage                  Asbestos Personal Injury/Wrongful Death                  Product Liability (<i>not asbestos or toxic/environmental</i>) (24)                  Medical Malpractice (45)                  Medical Malpractice—Physicians &amp; 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</p> <p><b>Non-PI/PD/WD (Other) Tort</b>                  Business Tort/Unfair Business Practice (07)                  Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)                  Defamation (e.g., slander, libel) (13)                  Fraud (16)                  Intellectual Property (19)                  Professional Negligence (25)                  Legal Malpractice                  Other Professional Malpractice (<i>not medical or legal</i>)                  Other Non-PI/PD/WD Tort (35)</p> <p><b>Employment</b>                  Wrongful Termination (36)                  Other Employment (15)</p>	<p><b>Contract</b>                  Breach of Contract/Warranty (06)                  Breach of Rental/Lease                  Contract (<i>not unlawful detainer or wrongful eviction</i>)                  Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)                  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 (<i>not provisionally complex</i>) (18)                  Auto Subrogation                  Other Coverage                  Other Contract (37)                  Contractual Fraud                  Other Contract Dispute</p> <p><b>Real Property</b>                  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 (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p><b>Unlawful Detainer</b>                  Commercial (31)                  Residential (32)                  Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p><b>Judicial Review</b>                  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</p>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>                  Antitrust/Trade Regulation (03)                  Construction Defect (10)                  Claims Involving Mass Tort (40)                  Securities Litigation (28)                  Environmental/Toxic Tort (30)                  Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p><b>Enforcement of Judgment</b>                  Enforcement of Judgment (20)                  Abstract of Judgment (Out of County)                  Confession of Judgment (<i>non-domestic relations</i>)                  Sister State Judgment                  Administrative Agency Award (<i>not unpaid taxes</i>)                  Petition/Certification of Entry of Judgment on Unpaid Taxes                  Other Enforcement of Judgment Case</p> <p><b>Miscellaneous Civil Complaint</b>                  RICO (27)                  Other Complaint (<i>not specified above</i>) (42)                  Declaratory Relief Only                  Injunctive Relief Only (<i>non-harassment</i>)                  Mechanics Lien                  Other Commercial Complaint Case (<i>non-tort/non-complex</i>)                  Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p><b>Miscellaneous Civil Petition</b>                  Partnership and Corporate Governance (21)                  Other Petition (<i>not specified above</i>) (43)                  Civil Harassment                  Workplace Violence                  Elder/Dependent Adult Abuse                  Election Contest                  Petition for Name Change                  Petition for Relief From Late Claim                  Other Civil Petition</p>
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## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2020-00030637-CU-PO-CTL      CASE TITLE: Porter vs Maggie Gilleran Smith Trustee of the Gilleran Smit

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### **Potential Advantages and Disadvantages of ADR**

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### **Most Common Types of ADR**

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### **Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<i>FOR COURT USE ONLY</i>          CASE NUMBER: 37-2020-00030637-CU-PO-CTL
PLAINTIFF(S): Joseph Porter	
DEFENDANT(S): Maggie Gilleran Smith Trustee of the Gilleran Smith 2015 Trust Dated January 5 2015 et.al.	
SHORT TITLE: PORTER VS MAGGIE GILLERAN SMITH TRUSTEE OF THE GILLERAN SMITH 2015 TRUST DATED JANUARY 5 2015 [IMAGED]	
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	

Judge: Eddie C Sturgeon

Department: C-67

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 09/01/2020

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7067	
PLAINTIFF(S) / PETITIONER(S): Joseph Porter	
DEFENDANT(S) / RESPONDENT(S): Maggie Gilleran Smith Trustee of the Gilleran Smith 2015 Trust Dated January 5 2015 et.al.	
PORTER VS MAGGIE GILLERAN SMITH TRUSTEE OF THE GILLERAN SMITH 2015 TRUST DATED JANUARY 5 2015 [IMAGED]	
<b>NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE</b>	CASE NUMBER: 37-2020-00030637-CU-PO-CTL

**CASE ASSIGNED FOR ALL PURPOSES TO:**

Judge: Eddie C Sturgeon

Department: C-67

**COMPLAINT/PETITION FILED: 09/01/2020**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	07/23/2021	10:30 am	C-67	Eddie C Sturgeon

Due to the COVID-19 pandemic, all hearings will be conducted remotely until further notice. Absent an order of the court, personal appearances at the hearing will not be allowed. For information on arranging telephonic or video appearances, contact CourtCall at (888)882-6878, or at [www.courtcall.com](http://www.courtcall.com). Please make arrangements with CourtCall as soon as possible.

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

**COURT REPORTERS:** Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



## Superior Court of California County of San Diego

### NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).**

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

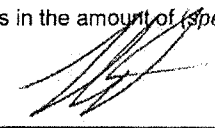
- DO NOT FILE WITH THE COURT -  
-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <b>Arash Khorsandi, Esq. (249405)</b> <b>Roberto Dominguez Quiroga, Esq. (289113)</b> <b>The Law Offices of Arash Khorsandi, PC</b> <b>2960 Wilshire Blvd., Third Floor, Los Angeles, CA 90010</b> ATTORNEY FOR (name): <b>Plaintiff JOSEPH PORTER</b>	TELEPHONE NO.: <b>(310) 277-7529</b>	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: <b>330 West Broadway</b> MAILING ADDRESS: <b>330 West Broadway</b> CITY AND ZIP CODE: <b>San Diego, 92101</b> BRANCH NAME: <b>Hall of Justice</b>		
PLAINTIFF: <b>Joseph Porter</b> DEFENDANT: <b>Maggie Gilleran-Smith, et al.</b>		
<b>STATEMENT OF DAMAGES</b> <b>(Personal Injury or Wrongful Death)</b>		CASE NUMBER: <b>37-2020-00030637</b>

To (name of one defendant only): **Maggie Gilleran-Smith, Trustee of the Gilleran-Smith 2015 Trust, Dated January 5, 2015**  
 Plaintiff (name of one plaintiff only): **Joseph Porter**  
 seeks damages in the above-entitled action, as follows:

	AMOUNT
<b>1. General damages</b>	
a. <input checked="" type="checkbox"/> Pain, suffering, and inconvenience .....	\$ <u>30,000,000.00</u>
b. <input type="checkbox"/> Emotional distress .....	\$ _____
c. <input type="checkbox"/> Loss of consortium .....	\$ _____
d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only) .....	\$ _____
e. <input type="checkbox"/> Other (specify) .....	\$ _____
f. <input type="checkbox"/> Other (specify) .....	\$ _____
g. <input type="checkbox"/> Continued on Attachment 1.g.	
<b>2. Special damages</b>	
a. <input checked="" type="checkbox"/> Medical expenses (to date) .....	\$ <u>228,138.35+</u>
b. <input checked="" type="checkbox"/> Future medical expenses (present value) .....	\$ <u>30,000,000.00</u>
c. <input type="checkbox"/> Loss of earnings (to date) .....	\$ _____
d. <input type="checkbox"/> Loss of future earning capacity (present value) .....	\$ _____
e. <input type="checkbox"/> Property damage .....	\$ _____
f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) .....	\$ _____
g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) .....	\$ _____
h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) .....	\$ _____
i. <input type="checkbox"/> Other (specify) .....	\$ _____
j. <input type="checkbox"/> Other (specify) .....	\$ _____
k. <input type="checkbox"/> Continued on Attachment 2.k.	
3. <input type="checkbox"/> <b>Punitive damages:</b> Plaintiff reserves the right to seek punitive damages in the amount of (specify) .. \$ _____ when pursuing a judgment in the suit filed against you.	

Date: **September 2, 2020**  
**Roberto Dominguez Quiroga, Esq.**  
 \_\_\_\_\_  
 (TYPE OR PRINT NAME)

  
 \_\_\_\_\_  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

- DO NOT FILE WITH THE COURT -  
-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

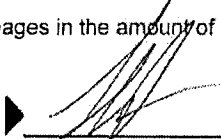
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <b>Arash Khorsandi, Esq. (249405)</b> <b>Roberto Dominguez Quiroga, Esq. (289113)</b> <b>The Law Offices of Arash Khorsandi, PC</b> <b>2960 Wilshire Blvd., Third Floor, Los Angeles, CA 90010</b> ATTORNEY FOR (name): <b>Plaintiff JOSEPH PORTER</b>	TELEPHONE NO.: <b>(310) 277-7529</b>	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: <b>330 West Broadway</b> MAILING ADDRESS: <b>330 West Broadway</b> CITY AND ZIP CODE: <b>San Diego, 92101</b> BRANCH NAME: <b>Hall of Justice</b>		
PLAINTIFF: <b>Joseph Porter</b> DEFENDANT: <b>Maggie Gilleran-Smith, et al.</b>		
<b>STATEMENT OF DAMAGES</b> <b>(Personal Injury or Wrongful Death)</b>		CASE NUMBER: <b>37-2020-00030637</b>

To (name of one defendant only): **Park Villas South Condominium Association, Inc.**  
Plaintiff (name of one plaintiff only): **Joseph Porter**  
seeks damages in the above-entitled action, as follows:

	AMOUNT
<b>1. General damages</b>	
a. <input checked="" type="checkbox"/> Pain, suffering, and inconvenience .....	\$ <u>30,000,000.00</u>
b. <input type="checkbox"/> Emotional distress .....	\$ _____
c. <input type="checkbox"/> Loss of consortium .....	\$ _____
d. <input type="checkbox"/> Loss of sociey and companionship (wrongful death actions only) .....	\$ _____
e. <input type="checkbox"/> Other (specify) .....	\$ _____
f. <input type="checkbox"/> Other (specify) .....	\$ _____
g. <input type="checkbox"/> Continued on Attachment 1.g.	
<b>2. Special damages</b>	
a. <input checked="" type="checkbox"/> Medical expenses (to date) .....	\$ <u>228,138.35+</u>
b. <input checked="" type="checkbox"/> Future medical expenses (present value) .....	\$ <u>30,000,000.00</u>
c. <input type="checkbox"/> Loss of earnings (to date) .....	\$ _____
d. <input type="checkbox"/> Loss of future earning capacity (present value) .....	\$ _____
e. <input type="checkbox"/> Property damage .....	\$ _____
f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) .....	\$ _____
g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) .....	\$ _____
h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) .....	\$ _____
i. <input type="checkbox"/> Other (specify) .....	\$ _____
j. <input type="checkbox"/> Other (specify) .....	\$ _____
k. <input type="checkbox"/> Continued on Attachment 2.k.	
3. <input type="checkbox"/> <b>Punitive damages:</b> Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ _____ when pursuing a judgment in the suit filed against you.	

Date: **September 2, 2020**

**Roberto Dominguez Quiroga, Esq.**  
\_\_\_\_\_  
(TYPE OR PRINT NAME)

  
\_\_\_\_\_  
(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

- DO NOT FILE WITH THE COURT-  
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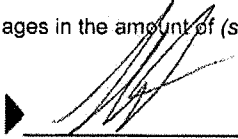
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Arash Khorsandi, Esq. (249405) Roberto Dominguez Quiroga, Esq. (289113) The Law Offices of Arash Khorsandi, PC 2960 Wilshire Blvd., Third Floor, Los Angeles, CA 90010 ATTORNEY FOR (name): Plaintiff JOSEPH PORTER	TELEPHONE NO.: (310) 277-7529	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice		
PLAINTIFF: Joseph Porter DEFENDANT: Maggie Gilleran-Smith, et al.		
<b>STATEMENT OF DAMAGES</b> <b>(Personal Injury or Wrongful Death)</b>		CASE NUMBER: 37-2020-00030637

To (name of one defendant only): Pernicano Realty & Management, Inc.  
Plaintiff (name of one plaintiff only): Joseph Porter  
seeks damages in the above-entitled action, as follows:

	AMOUNT
<b>1. General damages</b>	
a. <input checked="" type="checkbox"/> Pain, suffering, and inconvenience .....	\$ 30,000,000.00
b. <input type="checkbox"/> Emotional distress .....	\$ _____
c. <input type="checkbox"/> Loss of consortium .....	\$ _____
d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only) .....	\$ _____
e. <input type="checkbox"/> Other (specify) .....	\$ _____
f. <input type="checkbox"/> Other (specify) .....	\$ _____
g. <input type="checkbox"/> Continued on Attachment 1.g.	
<b>2. Special damages</b>	
a. <input checked="" type="checkbox"/> Medical expenses (to date) .....	\$ 228,138.35+
b. <input checked="" type="checkbox"/> Future medical expenses (present value) .....	\$ 30,000,000.00
c. <input type="checkbox"/> Loss of earnings (to date) .....	\$ _____
d. <input type="checkbox"/> Loss of future earning capacity (present value) .....	\$ _____
e. <input type="checkbox"/> Property damage .....	\$ _____
f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) .....	\$ _____
g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) .....	\$ _____
h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) .....	\$ _____
i. <input type="checkbox"/> Other (specify) .....	\$ _____
j. <input type="checkbox"/> Other (specify) .....	\$ _____
k. <input type="checkbox"/> Continued on Attachment 2.k.	
3. <input type="checkbox"/> <b>Punitive damages:</b> Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ _____ when pursuing a judgment in the suit filed against you.	

Date: September 2, 2020

Roberto Dominguez Quiroga, Esq.  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)



**M A S S I E  
B E R M A N  
F L U R Y**

*A Professional Law Corporation*

3588 Fourth Avenue, Suite 200  
San Diego, CA 92103

Adam C. Flury  
Telephone 619.260.9010  
Facsimile 619.260.9016  
aflury@massieberman.com

June 28, 2021

TO WHOM IT MAY CONCERN

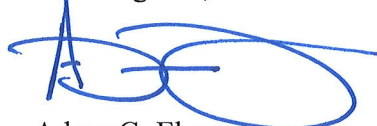
Re: *Park Villas South Condominium Association Inc. v. Jointa Tyme and Alexander A. Wassell*

To Whom It May Concern:

The law firm of Massie Berman Flury represents Park Villas South Condominium Association Inc. ("Association") in a lawsuit it filed June 23, 2021 against Jonita Tyme and Alexander A. Wassell, titled *Park Villas South Condominium Association Inc. v. Tyme*, San Diego Superior Court Case No. 37-2021-00027106-CU-BC-CTL. The lawsuit seeks access to units within the Association to make repairs to Common Area pipes. The Association is currently not aware of any life/safety issues relating to this matter.

Neither the Association, its Board of Directors, agents nor this law firm provide this notice with the intent to advise any owner regarding his/her disclosure obligations in selling his/her unit, in obtaining refinancing or for any other purpose. All unit owners should consult with his/her real estate agent, lender, personal attorney and/or other professional with respect to such matters.

Best Regards,



Adam C. Flury

ACF:sma



Whitney J. Betts  
701 B Street, Suite 1900  
San Diego, California 92101  
Whitney.Betts@lewisbrisbois.com  
Direct: 619.699.4960

Marilyn R. Moriarty  
Marilyn.Moriarty@lewisbrisbois.com  
Direct: 619.699.4958

October 20, 2020

File No. TBD

Re: *Joseph Porter v. Maggie Gilleran-Smith, et al.*

To Whom it May Concern:

This letter is written with regard to ongoing litigation involving Park Villas South Condominium Association, Inc. ("Park Villas") and Pernicano Realty & Management, Inc. ("Pernicano"). On September 01, 2020, Joseph Porter filed a lawsuit against Park Villas, Pernicano, and others. Punitive damages were initially alleged, but then stipulated to be withdrawn against Park Villas and Pernicano. Park Villas and Pernicano then answered the Complaint. As of the date of this Notice there is no date set for trial. Park Villas and Pernicano's insurance carrier has retained counsel to represent them as Defendants in the complaint filed by Porter. There is insurance coverage available in excess of the damages being sought in the case.

The files and records for this lawsuit are a matter of public record and anyone interested may view the Court file at the office of the Clerk of the Superior Court located at 330 West Broadway, San Diego, California 92101 by referencing the case number (37-2020-00030637-CU-PO-CTL).

Please contact our office with any further concerns.

Best regards,

*/s/ Whitney J. Betts*

*/s/ Marilyn R. Moriarty*

Whitney J. Betts for  
Marilyn R. Moriarty of  
LEWIS BRISBOIS BISGAARD & SMITH LLP

October 20, 2020  
Page 2

WJB



**Kirk Miller Insurance Agency, Inc.**  
10636 Scripps Summit Ct, Ste 100  
San Diego, CA 92131-3965  
(P) 858.240.2593 | (F) 858.875.0667  
CA #0K05931 | AZ #172886 | NV #671529  
[www.insuremyhoa.com](http://www.insuremyhoa.com)

November 4, 2020

Memorandum to Lenders

RE: Park Villas South Condominium Association Litigation  
Civil Case Number 37-2020-00030637-CU-PO-CTL

To Whom It May Concern:

Regarding the active litigation request for the aforementioned case number, the alleged complaint is actively being defended by Greenwich Insurance Company policy number PPP7470394 under claim number 0004840464. The alleged complaint being defended arises in the nature of a slip & fall on the Association premises.

Any additional information is considered privileged between the insurance carrier as the attorney in fact for the claim representation, which is being adjusted through AXA XL Claims Operations with assigned legal counsel.

Sincerely,

A handwritten signature in black ink that reads "Arthur J. Hopkins".

Arthur Hopkins, CA 0#27444

Agency Producer

1 Adam C. Flury, Esq. (State Bar No. 235315)  
AFlury@massieberman.com  
2 Sabrina M. Andres, Esq. (State Bar No. 326035)  
SAndres@massieberman.com  
3 MASSIE BERMAN FLURY  
3588 Fourth Avenue, Suite 200  
4 San Diego, CA 92103

5 Telephone: (619) 260-9010  
6 Facsimile: (619) 260-9016

7 Attorneys for Plaintiff  
PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC.,  
8 a California Nonprofit Mutual Benefit Corporation

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **IN AND FOR THE COUNTY OF SAN DIEGO – HALL OF JUSTICE**

11 PARK VILLAS SOUTH CONDOMINIUM  
ASSOCIATION, INC., a California Nonprofit  
12 Mutual Benefit Corporation,

13 Plaintiff,

14 v.

15 JONITA TYME, an individual; ALEXANDER A.  
WASSELL, as Trustee of The Alexander A. Wassell  
16 Revocable Living Trust dated July 16, 2018; and  
DOES 1-10, inclusive,

17 Defendants.

CASE NO. 37-2021-00027108-CU-BC-CTL

**COMPLAINT FOR:**

- 18 **(1) BREACH OF COVENANT**
- 19 **(2) INJUNCTIVE RELIEF**
- 20 **(3) DECLARATORY RELIEF**

21 Plaintiff, Park Villas South Condominium Association, Inc., a California Nonprofit Mutual  
22 Benefit Corporation, alleges as follows:

23 **GENERAL ALLEGATIONS**

24 1. Plaintiff, Park Villas South Condominium Association, Inc. (hereinafter  
25 “Association”), is and at all relevant times was a nonprofit mutual benefit corporation organized and  
26 existing under the laws of the State of California, with its principal place of business in San Diego,  
27 California. Plaintiff is a homeowners “association” as defined by the Davis-Stirling Common  
28 Interest Development Act (the “Act”) codified at Civil Code Section 4080. The express purpose for  
the existence of the Association is to provide for the management of residential property for the

1 general use, benefit and welfare of the owners of the several residential condominium units situated  
2 within “association,” a residential community under the Act.

3 2. The Association is informed and believes and thereon alleges that, Jonita Tyme  
4 (hereinafter “Tyme”), and DOES 1 through 10, inclusive, were at all relevant times, and currently  
5 are, the owners of the residential real property commonly known as 8075 Caminito De Pizza Unit I,  
6 San Diego, CA 92108.

7 3. The Association is informed and believes and thereon alleges that, Alexander A.  
8 Wassell, as Trustee of The Alexander A. Wassell Revocable Living Trust dated July 16, 2018  
9 (hereinafter “Wassell”), and DOES 1 through 10, inclusive, were at all relevant times, and currently  
10 are, the owners of the residential real property commonly known as 8075 Caminito De Pizza Unit J,  
11 San Diego, CA 92108.

12 4. The true names and capacities, whether individuals, corporate, associate, partnership,  
13 or otherwise, of Defendants sued herein under Section 474 of the Code of Civil Procedure as DOES  
14 1-10, inclusive, are unknown to the Association, who therefore sues said Defendants by such  
15 fictitious names. The Association will amend this Complaint to set forth the true names and  
16 capacities of such factiously named Defendants when their identities become known to the  
17 Association.

18 5. The Association is informed and believes and thereon alleges that at all times  
19 mentioned herein, each of those fictiously named Defendants is responsible in some manner for the  
20 events and happenings herein referred to, and that DOES 1-10, inclusive, are agents, tenants,  
21 residents, family members of Defendants, or other occupants of the Property and that each of these  
22 DOE Defendants have proximately caused the injury and damages to the Association as herein  
23 alleged.

24 6. The Association is informed and believes and thereon alleges that at all times herein  
25 mentioned, each of the Defendants was/were the agent, servant, representative, and/or employee of  
26 each of the remaining Defendants and was acting within the course and scope of such agency,  
27 service, representation and/or employment.

28 ///

**FACTUAL BACKGROUND**

1  
2 7. The Association is made up of a number of single-family condominiums in San  
3 Diego, California.

4 8. Defendants' Tyme and Wassell's condominiums are located within the Association  
5 and are next door to each other. The Association is informed and believes and thereon alleges that  
6 Defendants rent out their units and do not personally reside in them.

7 9. Defendants' units are two stories and occupy the second and third floor of the  
8 building they are located. There is a ground floor unit located below Defendants' units that is owned  
9 by a third party not involved in this lawsuit.

10 10. Defendants Tyme and Wassell are members of the Association.

11 11. Members of the Association are subject to the Association's First Restatement of  
12 Declaration of Covenants, Conditions and Restrictions (hereinafter "CC&Rs") recorded with the  
13 County of San Diego on or about November 4, 1996.

14 12. As owners within the Association, Defendants took title to their property subject to  
15 the provisions of the CC&Rs as well as the Davis-Stirling Common Interest Subdivision Act, Civil  
16 Code Section 4000 et seq.

17 13. Article III, Section 3.7(b) of the CC&Rs, entitled Association's Limited Right of  
18 Entry, states:

19 "The Association, and/or its agents shall have the right, when necessary, to enter any  
20 unit to perform the Association's obligations under this Declaration, including; (i)  
21 exterior maintenance or repair obligations; (ii) obligations to enforce the architectural  
22 restrictions hereof; (iii) any obligations with respect to construction, maintenance, and  
23 repair of adjacent Common Area; or (iv) to make necessary repairs that an Owner has  
24 failed to perform which, if left undone, will pose a threat to, or cause an unreasonable  
25 interference with, Association property or the Owners in common.

26 The Association's right of entry under this subparagraph (b) shall be immediate in  
27 case of an emergency originating in or threatening the unit where entry is required, or  
28 any adjoining units or Common Area, and the Association's work may be performed  
under such circumstances whether or not the Owner or his or her lessee is present. In  
all non-emergency situations, the foregoing grant of authority, the Association Rules  
shall not be inconsistent with or materially alter any provision of the other Governing  
Documents or the rights, preferences and privileges of Members thereunder. In the  
event of any material conflict between the Association Rule and any provision of the

1 other Governing Documents, the conflicting provisions contained in the other  
2 Governing Documents shall be deemed to prevail.”

3 14. Article I, Section 1.6 of the CC&Rs defines “Common Area” as the entire project  
4 except all units as described in the Condominium Plan. The Common Area includes those portions  
5 of the project not constituting a unit, parking, common walkways and stairways, pool, bearing walls,  
6 column, horizontal and vertical supports, floors, beams, roofs, foundations, ducts, flues and chutes,  
7 chimneys, pipes, wires and other utility installations (except the outlets thereof when located within  
8 the unit), required to provide power, light, telephone, gas, water, sewage pipes and drainage which  
9 protrude into the air-space of a unit.

10 15. Article I, Section 1.21 of the CC&Rs defines “Unit” as the elements of a  
11 Condominium that are not owned in common with the Owners of Condominiums in the project, such  
12 units and their respective boundaries being shown and particularly described in the Condominium  
13 Plan, deeds conveying Condominiums, and this Declaration. “Unit” does not include other interests  
14 in real property that are less than estates in real property, such as exclusive and nonexclusive  
15 easements.

16 16. Defendants’ units share a common wall. On the opposite sides of the shared common  
17 wall is, in part, each unit’s kitchen.

18 17. The space located within the wall cavity between the two units is Association  
19 common area components, including, but not limited to, framing, insulation and pipes.

20 18. Pursuant to the CC&Rs, the Association is responsible for repairing any damage to  
21 the Association’s common areas, including the pipes that are located in the wall cavity between  
22 Defendants’ units.

23 19. Earlier this year, Defendant Tyme notified the Association that a common area pipe  
24 located within the common wall between her unit and Defendant Wassell’s unit was leaking and  
25 required repair.

26 20. The leaking pipe has and continues to leak in to the unit below Defendants’ units  
27 causing water damage.



1           21. Due to the age of the buildings within the Association, the Association is informed  
2 and believes and thereon alleges that the drywall mud, tape and/or texture includes asbestos which  
3 requires remediation before being able to open drywall to access the common area wall cavities  
4 throughout the community.

5           22. The Association hired a plumber to determine where an asbestos abatement  
6 contractor should open the walls to best access the leak so that the Association could make repairs.

7           23. The plumber recommended opening sections of drywall in both Defendant Tyme and  
8 Defendant Wassell's units.

9           24. The Association made numerous attempts to gain access to Defendant Tyme's unit  
10 and Defendant Wassell's unit to locate and fix the leak without success.

11           25. Despite multiple attempts to gain access to fix the leaking pipe, Defendants have and  
12 continue to refuse to allow the Association to make the necessary repairs to the leaking pipe located  
13 in their shared common area wall cavity by refusing access to their units.

14           26. The Association is informed and believes and thereon alleges that water continues to  
15 actively leak down from a pipe in the common wall of Defendants' properties to the lower unit  
16 causing damage.

17           27. On June 17, 2021, the Association received a Civil Penalty Notice and Order from the  
18 City of San Diego stating that the Association is in violation of numerous Healthy and Safety Codes  
19 and Municipal Codes relating to the active water leak and the Defendants' refusal to allow the  
20 Association to fix the leak.

21           28. The Association has until June 23, 2021, to correct the violations, or it will be subject  
22 to daily administrative civil penalties that will potentially cost the Association thousands of dollars.

23           29. The Association is informed and believes and thereon alleges that the active water  
24 leak requires immediate repairs.

25           30. The Association has a right to enter in to Defendants' properties pursuant to Article  
26 III, Section 3.7(b) of the CC&Rs to make repairs to the Association's Common Areas.

27 ///

28 ///

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**I.**  
**FIRST CAUSE OF ACTION**  
**(Breach of Covenant)**  
**[As Against Defendants]**

31. The Association re-alleges paragraphs 1 through 30, inclusive, and incorporates each herein by reference as though said paragraphs are fully set forth herein.

32. Defendants have breached the CC&Rs by refusing the Association the right of entry in to the units to make repairs to the common area leaking pipe and remediate the water damage in the wall cavity pursuant to Article III, Section 3.7(b) of the CC&Rs.

33. The Association has been damaged as Defendants' refusal to allow entry in to the units has prevented the Association from being able to complete repairs to its Common Areas and has caused damages to the Association's common area property which includes, but is not limited to, the leaking pipe, the water damaged framing, drywall, insulation not only in the wall cavity located between Defendants units but also in the unit directly below them.

34. The Association is informed and believes and thereon alleges that it continues to suffer damages as Defendants' refusal to allow entry onto the properties has and will continue to result in additional common area damages to framing, insulation, drywall and related wall cavity components as well as to the unit located directly below Defendants unit.

35. The Association is informed and believes and thereon alleges that it has further been damaged and continues to suffer damages, including potential civil penalties issued by governmental agencies in an amount unknown but in excess of the minimum jurisdictional limit of this Court.

36. The Association has an inadequate legal remedy as it seeks to enforce compliance with its CC&Rs.

37. Defendants continued refusal to allow entry is resulting in great and/or irreparable damage to the Association, the Association's property, unit located below Defendants' units.

38. The Association requests affirmative temporary, preliminary and permanent injunctive relief requiring Defendants to allow the Association access to the properties to repair the leaking pipe.





1 relevant to the issues described herein. Such a declaration is necessary at this time so that the parties  
2 may know their rights under the CC&Rs and conform their behavior accordingly. The Association  
3 requests this Court adjudicate the controversy, interpret the CC&Rs, and issue its declaration of the  
4 rights, duties, and obligations of the parties under them with respect to the issues in controversy.

5 52. The Association reserves its right to seek leave of court to amend this complaint and  
6 this cause of action to conform to proof and/or provide additional allegations upon discovery and/or  
7 at the time of trial.

8 **PRAYER**

9 WHEREFORE, the Association prays for judgment against the defendants in each of the  
10 causes of action set forth above, as follows:

- 11 1. For an affirmative temporary, preliminary and permanent injunctive relief allowing  
12 the Association the right to enter to repair the leaking pipe and related water damaged areas of the  
13 common area wall cavity;
- 14 2. For an order declaring that Defendants must allow the Association the right to enter to  
15 repair the leaking pipe and related water damaged areas of the common area wall cavity;
- 16 3. For damages in an amount to be proven at trial;
- 17 4. For reasonable attorneys' fees and costs;
- 18 5. For costs of suit herein incurred;
- 19 6. For such other and further relief as the court may deem just and proper.

20  
21 DATED: June 23, 2021

MASSIE BERMAN FLURY

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