ι, ι		1		SUM-100
' <b>1</b>	SUMMONS (CITACION JUDICIAL)	)	FOR COURT USE ONL (SOLO PARA USO DE LA C	Y
NOTICE TO DEFEND				
(AVISO AL DEMANDA	1DO):			
Additional Parties Attac	chment form is attached		FILED	
			SEP 0 2 2020	
YOU ARE BEING SUE	D BY PLAINTIFF: NDO EL DEMANDANTE):		0 - 2020	
ANDREW DELAROSA	VDO EL DEMANDANTE):		By: M. Dietenhofer, Deputy	
			, opuly	
NOTICE! You have been su below.	ed. The court may decide against you	without your being heard unle	ss you respond within 30 days. Read ti	he information
served of the plantin, A fett case. There may be a court i Online Self-Help Center (ww the court clerk for a fee waiv may be taken without further There are other legal requ referral service. If you canno these nonprofit groups at the (www.courtinfo.ca.gov/selfhe costs on any settlement or an <i>IAVISO! Lo han demandado</i> continuación. Tiene 30 DIAS DE CALEN corte y hacer que se entregu en formato legal correcto si o Puede encontrar estos formu biblioteca de leyes de su con que le dé un formulario de exy podrá quitar su sueldo, dinerr Hay otros requisitos legale remisión a abogados. Si no p programa de servicios legales (www.lawhelpcalifornia.org), e colegio de abogados locales. cualquier recuperación de \$1	irements. You may want to call an attor t afford an attorney, you may be eligible e California Legal Services Web site (m lp), or by contacting your local court or rbitration award of \$10,000 or more in a . Si no responde dentro de 30 días, la d IDARIO después de que le entreguen e e una copia al demandante. Una carta lesea que procesen su caso en la corte ilarios de la corte y más información en dado o en la corte que le quede más ci cención de pago de cuotas. Si no prese o y bienes sin más advertencia. s. Es recomendable que llame a un ab uede pagar a un abogado, es posible de s sin fines de lucro. Puede encontrar es en el Centro de Ayuda de las Cortes de AVISO: Por ley, la corte tiene derecho 0,000 ó más de valor recibida mediante	ur written response must be ir e. You can find these court foi ty law library, or the courthous e on time, you may lose the ca rney right away. If you do not e for free legal services from a <i>ww.lawhelpcalifornia.org</i> ), the county bar association. <b>NOTI</b> a civil case. The court's lien m corte puede decidir en su con- esta citación y papeles legales o una llamada telefónica no lo per courty bar association o lo esta citación y papeles legales o una llamada telefónica no lo per courto de Ayuda de las Ci erca. Si no puede pagar la cu anta su respuesta a tiempo, pu ogado inmediatamente. Si no que cumpla con los requisitos stos grupos sin fines de lucro a california, (www.sucorte.ca. a reclamar las cuotas y los c	n proper legal form if you want the count rms and more information at the Califo se nearest you. If you cannot pay the fi isse by default, and your wages, money know an attorney, you may want to cal a nonprofit legal services program. You California Courts Online Self-Help Cei E: The court has a statutory lien for wa ust be paid before the court will dismis tra sin escuchar su versión. Lea la info s para presentar una respuesta por esci o protegen. Su respuesta por escrito ti nulario que usted pueda usar para su no ortes de California (www.sucorte.ca.go ota de presentación, pida al secretario tede perder el caso por incumplimiento conoce a un abogado, puede llamar a para obtener servicios legales gratuito en el sitio web de California Legal Ser gov) o poniéndose en contacto con la porte perder el caso per una terma del servicio con la perte servicio se en contacto con la	rt to hear your rnia Courts ling fee, ask y, and property I an attorney u can locate hter vived fees and s the case. <i>trito en esta</i> <i>ene que estar</i> <i>respuesta.</i> vy), en la de la corte b y la corte le un servicio de s de un vices, corte o el
pagar el gravamen de la corte he name and address of th	e antes de que la cone pueda desecha	r el caso.		
El nombre y dirección de la			CASE NUMBER: (Número del Caso):	
an Diego Superior Cour	t		37-2020-00029592-CU-PO-	CTL
30 West Broadway an Diego, CA 92101				
I nombre, la dirección y el premiah A. Lowe, Esq. ( omez Trial Attorneys 30 W. Broadway, Ste. 17 ATE: (50 p. c	ephone number of plaintiff's attorne <i>número de teléfono del abogado d</i> SBN 239166) Victoria J. Lazar, 700, San Diego, CA 92101	del demandante, o del den Esq. (SBN 298668) Clerk, by	torney, is: handante que no tiene abogado, e M. Dieten <b>hofer</b>	, Deputy
		(Secretario)		(Adjunto)
or proof of service of this s ara prueba de entrega do	ummons, use Proof of Service Processor (Service Proces) (Service Proces)))))))))	Summons (form POS-010)	.)	
EAL]	3. 🕅 on behalf of <i>(specify)</i> under: 🕅 CCP 416.10 🔲 CCP 416.20	ERVED: You are served ndant. nder the fictitious name of PENDICANO Rec (corporation) (defunct corporation) (association or partnership	(specify): A Hy & Managemen CCP 416.60 (minor) ( CCP 416.70 (conservate	t, Inc, f califarnia person)
	4. 🕅 by personal delivery o	on (date): ()Q -111-7	020	
rm Adopted for Mandatory Use		01146		Page 1 of 1
Judicial Council of California SUM-100 [Rev. July 1, 2009]	S		American LegalNet, Inc. www.FormsWorkflow.com	ure §§ 412.20, 465 w.courtinfo.ca.gov

SHORT TITLE:	SUM-200(A)
Delarosa v Park Villas South Condominium Association, Inc., et al.	CASE NUMBER 20-29592

#### 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

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

Plaintiff X Defendant Cross-Complainant PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC., a California Corporation; PERNICANO REALTY & MANAGEMENT, Cross-Defendant INC., a California Corporation; LHL ENTERPRISES, INC., a California Corporation, dba MOM AND ME PROPERTIES; and DOES 1 to

> Page 2 of 2

**ADDITIONAL PARTIES ATTACHMENT** Attachment to Summons

Page 1 of 1

PLD-PI-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	PLD-PI-001		
Jeremiah A. Lowe, Esq (239166) Victoria J. Lazar, Esg. (298668)	FOR COURT USE ONLY		
GOMEZ TRIAL ATTORNEYS			
655 Broadway, Suite 1700			
San Diego, CA 92101			
TELEPHONE NO.: (619) 237-3490 FAX NO. (Optional): (619) 237-3496	B		
E-MAIL ADDRESS (Optional):	EILEU		
ATTORNEY FOR (Name): Plaintiff Andrew Delarosa	Clerk of the Superior Court		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	SEP 0 2 2020		
STREET ADDRESS:330 W Broadway	SEP UZ LOED		
MAILING ADDRESS:330 W Broadway			
CITY AND ZIP CODE:San Diego, California 92101	By: M. Dietenhofer, Deputy		
BRANCH NAME: Hall of Justice	By: WI. D.		
PLAINTIFF: Andrew Delarosa			
DEFENDANT: Park Villas South Condominium Association, Inc. (See Additional Parties Attached)			
✓ DOES 1 TO <u>50</u>			
COMPLAINT—Personal Injury, Property Damage, Wrongful Death	CASE NUMBER:		
AMENDED (Number): FIRST	37-2020-00029592-CU-PO-CTL		
Type (check all that apply):			
MOTOR VEHICLE OTHER (specify): Premises Liability			
Property Damage Wrongful Death			
Personal Injury Other Damages (specify):			
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 A	Attachment 1)		
2. This pleading, including attachments and exhibits, consists of the following number of p			
3. Each plaintiff named above is a competent adult	-3 0		
a except plaintiff (name):			
(1) a corporation qualified to do business in California			
(3) a public entity (describe):			
(4) a minor an adult			
(a) for whom a guardian or conservator of the estate or a guar	dian ad litem has been appointed		
(b) other (specify):	• • • • • •		
(5) other (specify):			
b. except plaintiff (name):			
(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 ( <i>specify</i> ):			
Information about additional plaintiffs who are not competent adults is shown in Attac			
	Page 1 of 3		

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	PLD-PI-00
SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER: 37-2020-00029592-CU-PO-CTL
<ol> <li>Plaintiff (name): is doing business under the fictitious name (specify):</li> </ol>	
and has complied with the fictitious business name laws. 5. Each defendant named above is a natural person	
a. <b>v</b> except defendant (name): See Attachment 5	c. <b>except</b> defendant (name): See Attachment 5
(1) a business organization, form unknown	(1) a business organization, form unknown
<ul> <li>(2) a corporation</li> <li>(3) an unincorporated entity (describe);</li> </ul>	(2) $\checkmark$ a corporation
(3) an unincorporated entity (describe):	(3) an unincorporated entity (describe):
(4) a public entity (describe):	(4) a public entity (describe):
(5) conter (specify):	(5) cther (specify):
b. vert befendant (name): See Attachment 5	d except defendant (name):
(1) a business organization, form unknown	(1) a business organization, form unknown
(2) a corporation	(2) a corporation
(3) an unincorporated entity (describe):	(3) an unincorporated entity (describe):
(4) a public entity (describe):	(4) a public entity (describe):
(5) other (specify):	(5) conter (specify):
Information about additional defendants who are not natura The true names of defendants sued as Does are unknown to pla	
a.  Doe defendants (specify Doe numbers): <u>1-50</u> named defendants and acted within the scope of that a	were the agents or employees of other
b. v Doe defendants (specify Doe numbers): 1-50 plaintiff.	are persons whose capacities are unknown to
Defendants who are joined under Code of Civil Procedure s	ection 382 are (names):
This court is the proper court because	
This court is the proper court because a at least one defendant now resides in its jurisdictional a	rea
	on or unincorporated association is in its jurisdictional area.
c. v injury to person or damage to personal property occurre	
d other (specify):	
Plaintiff is required to comply with a claims statute, and	

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- 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):

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SHORT TITLE: Delarosa v. Park Villas South, et al.	PLD-PI-001 CASE NUMBER:
	37-2020-00029592-CU-PO-CTL
<ol> <li>The following causes of action are attached and the statements above apply to each (eacuses of action attached):</li> </ol>	ach complaint must have one or more
a Motor Vehicle	
b. J General Negligence	
. Intentional Tort	
d. Products Liability	
e. 🗸 Premises Liability	
other (specify):	
1. Plaintiff has suffered	
wage loss	
loss of use of property	
hospital and medical expenses	
☐ property damage ✓ loss of earning capacity	
other damage (specify):	
2. The damages claimed for wrongful death and the relationships of plaintiff to the dec	eased are
a. Ilisted in Attachment 12.	
b as follows:	
	·
The relief course in this complete the within the installation of the	
. The relief sought in this complaint is within the jurisdiction of this court.	
. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; a	nd for
a. (1) v compensatory damages	na ior
(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: \$	
The paragraphs of this complaint alleged on information and belief are as follows (sp 1-15; PREM. L-1; PREM. L-2; PREM. L-5; GN-1	ecify paragraph numbers):
e: September 2, 2020	I $I$ $P$
emiah A. Lowe, Esq.	firemed fare
(TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF OR ATTORNEY)
PI-001 [Rev. January 1, 2007] COMPLAINT—Personal Injury, Property	

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Damage, Wrongful Death

Page 3 of 3

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

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	1    ATTACHMENT 1 TO COMPLAINT:	
:	2	
:	1. PLAINTIFF : ANDREW DELAROSA, and Individual	
4		
5	DEFENDANT : PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC., a California Corporation;	
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26	(Required for venified pleading) The Items on this page stated on information and belief are (specify item numbers, not line	
27	This page may be used with any Judiciel Council form or any other pager filed with the court	
	Page <u>4 OF 8</u>	

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Form Approved by the Judicial Council of California MC-020 [New January 1, 1987]

CRC 201, 501 American LegalNet, Inc. www.USCourtForms.com

	SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
L		
	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	on.
6		
7	b. except defendant Pernicano Realty & Management, Inc., a Corporation	
8		
9	c. except defendant LHL Enterprises, Inc., a Corporation, dba Mom and Me Proper	lies
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5	(Required for verified pleading) The items on this page stated on information and belief are (sp numbers): Item 5	ecify Item numbers, <b>not</b> line
7	This page may be used with any Judicial Council form or any other paper filed with the court.	Page <u>5 OF 8</u>
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Form Approved by the Judiclal Council of California MC-020 [New January 1, 1987]

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ADDITIONAL PAGE Attach to Judicial Council Form or Other Court Paper

CRC 201, 501 American LegelNet, Inc. www.USCourtForms.com

SHORT TITLE: Delarosa v. Pa	rk Villi	PLD-F
		CAUSE OF ACTION—Premises Liability Page 6 OF 8
ATTACHM		ver)
	Plaintiff allege	f (name): Andrew Delarosa as the acts of defendants were the legal (proximate) cause of damages to plaintiff. (ate): May 1, 2020 plaintiff was injured on the following premises in the follow
	fashio See A	on (description of premises and circumstances of injury): Attachment L-1
Prem.L-2.	$\boxtimes$	Count One-Negligence The defendants who negligently owned, maintained, managed and operat the described premises were (names):
		Park Villas South Condominium Association, Inc.; Pernicano Realty & Management, Inc.; L Enterprises, Inc., dba Mom and Me Properties; and
Prem.L-3.		Count Two—Willful Failure to Warn [Civil Code section 846] The defendant owners who willfully
Prem.L-3.		Enterprises, Inc., dba Mom and Me Properties; and $\boxed{2}$ Does <u>1</u> to <u>50</u>
Prem.L-3.		Enterprises, Inc., dba Mom and Me Properties; and Does 1 to 50 Count Two—Wiliful Failure to Warn [Civil Code section 846] The defendant owners who wilifully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names): Does to
Prem.L-3. Prem.L-4.		Enterprises, Inc., dba Mom and Me Properties; and     Does <u>1</u> to <u>50</u> 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):
		Enterprises, Inc., dba Mom and Me Properties; and   <
		Enterprises, Inc., dba Mom and Me Properties; and Does 1 to 50 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 in an invited guest in a paying guest. Count Three—Dangerous Condition of Public Property The defendants who owned public propert on which a dangerous condition existed were (names): a The defendant public entity had actual constructive notice of the existence of dangerous condition in sufficient time prior to the injury to have corrected it.
		Enterprises, Inc., dba Mom and Me Properties; and Does 1 to 50 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. Count Three—Dangerous Condition of Public Property The defendants who owned public propert on which a dangerous condition existed were (names): a to a to

	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 falled 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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23							
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25							
6	(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						
7	This page may be used with any Judicial Council form or any other paper filed with the court. Page 7 OF 8						

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Form Approved by the Judicial Council of California MC-020 [New January 1, 1987]

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CRC 201, 501

American LegalNet, Inc. www.USCounForms.com

<b>–</b>		PLD-PI-001(2)
	SHORT TITLE: Delarosa v. Park Villas South, et al.	CASE NUMBER:
	TWO CAUSE OF ACTION—General	Negligence Page 8 OF 8
	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 Assoc Management, Inc.; LHL Enterprises, Inc. dba Mom and Me Propert	iation, Inc.; Pernicano Realty & les; and
	Does <u>1</u> to <u>50</u>	
	was the legal (proximate) cause of damages to plaintiff. By the following ac negligently caused the damage to plaintiff	ts or omissions to act, defendant
	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.

GOMEZ TRIAL ATTORNEYS           655 Broadway, Suite 1700           San Diego, CA 92101           TELEPHONE NO.: (619) 237-3490	ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeremiah A. Lowe, Esq (239166) Victoria J. Lazar, Esq. (298668)	FOR COURT USE ONLY
ESS Brodking, Suite 1700         San Diego, CA 92101         TELEPHONE NO. (619) 237-3490         FAX NO., ROWANDER: (619) 237-3496         ATTORNEY FOR AVMAND FlainIff Andrew Delarose         SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO         STRET ADDRESS (DEGROUND: TREAT ADDRESS 300 W Broadway         MOLEN ADDRESS 300 W Broadway         MOLEN ADDRESS 300 W Broadway         PLANTIFF Andrew Delarose         DEFENDANT-Park Villes South Condominium Association, Inc., et al.         DOES 1 TO 50         COMPLAINT — Personal Injury, Property Damage, Wrongful Death         AMENDED (Number):         Type (check all that apply):         Other Damage Wrongful Death         ACTION IS A LUNITED CIVIL CASE         AMOUNT CONTON IS A LUNITED CIVIL CASE         ACTION IS AN UNLIMITED CIVIL CASE         ACTION IS AN UNLIMITED CIVIL CASE         The plaintiff (name or names):         Park Villas South Condominium Association, Inc., a California Corporation; et al. (See Attachment 1)         This plaeding, including attachements and exhibits, consists of the following number of pages: 8         Each plaintiff (name);         (1)       a corporation qualified to do business in California         (2)       an unincorporated entity (describe);         (3)       a public entity (describe); <th>I GOIVIEZ TRIAL ATTORNEYS</th> <th></th>	I GOIVIEZ TRIAL ATTORNEYS	
TELEPICNE No.: (619) 237-3490       PXX No. (Optional: (619) 237-3496         EAME. ADDRESS (Optional: The Control of Conter Control of Conter Control of Control of Control of Control of	555 Broadway, Suite 1700	
ATTORNEY FOR JAMES Plaintiff Andrew Delarosa         SUPERICR COURT OF CALIFORMA, COUNTY OF SAN DIEGO         SUPERICR COURT OF CALIFORMA, COUNTY OF SAN DIEGO         STRET ADDRESS 330 W BradeWay         MOLINA ADDRESS 330 W BradeWay         MOLINA ADDRESS 330 W BradeWay         MOLINA ADDRESS 330 W BradeWay         BARNER San Diego, California 92101         BARNER ADDRESS 300 W BradeWay         PLAINTIFF-ANDARD Delarosa         DEFENDANT:Park Villas South Condominium Association, inc., et al.         COMPLAINT — Personal Injury, Property Damage, Wrongful Death         AMENDED (Number):         Type (check all that apply):         ACTION IS A LIMITED CIVIL CASE         Annound demanded         Godes not exceed \$10,000         exceeds \$10,000 but does not exceed \$25,000         ZACTION IS A LIMITED CIVIL CASE         Annound demanded         Grow unlimited to limited         From limited to unlimited         from unlimited to limited         Plaintiff (name or names): Andrew Delarose, 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)         This pleading, including attachments and exhibits, consists of the following number of pages: 6         Each plain	San Diego, CA 92101	All and the second s
ATTONEST FOR Quence: Plaintiff Andrew Delarosa         UPERIOR COURT OF CALIFORMA, COUNTY OF SAN DIEGO         SWERT ADDRESS 330 W Bradway         MALEA ADDRESS 330 W Bradway         COMPLAINT - Personal Injury, Property Damage, Wrongful Death         Property Damage       Wrongful Death         Property Damage       Other Damages (specify):         Itribution (check all that apply):       ACTION IS A LIMITED CIVIL CASE         Amount demanded       idoes not exceed \$10,000         ACTION IS A UNUMINTED CIVIL CASE       37-2020-00029592-CU-PO-CTL         AMENDED Colonal Injury       Other Damages (specify):         MATION IS ALIMITED CIVIL CASE (exceed \$25,000 <td< td=""><td>TELEPHONE NO .: (619) 237-3490 EAX NO (0-10-10) (010) 007 0 107</td><td>7070 410 0.</td></td<>	TELEPHONE NO .: (619) 237-3490 EAX NO (0-10-10) (010) 007 0 107	7070 410 0.
ATTONEST FOR Allower is plaintiff Andrew Delaroses         SVPERIOR COURT OF CALPORNIA, COUNTY OF SAN DIEGO         STREET ADDRESS 330 W Broadway         WAUNAG ADDRESS 330 W Broadway         WAUNAG ADDRESS 330 W Broadway         GITY ADDRESS 330 W Broadway         BRANCH WAEHall of Justice         PLAINTIFFANATORE Delayos         DEFENDANT: Park Villas South Condominium Association, Inc., et al.         DOES 1 TO 50         COMPLAINT-Personal Injury, Property Damage, Wrongful Death         CARE NUMBER:         MATCH DED (Number):         Type (check all that apply):         Other S A LIMPTED CYNL CASE         AMOUNT S A LIMITED CYNL CASE         AMOUNT B ALIMITED CYNL CASE         AMOUNT B ALIMI	E-MAIL ADDRESS (Optional):	
entry Abs 2P code:San Diego, California 92101         Brower News-Hall of Justice         PLAINTFF: Andrew Delarosa         DEFENDANT: Park Villas South Condominium Association, inc., et al.         ODES 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         Prosonal Injury       Other Damages (specify):         Nurisdiction (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       37-2020-00029592-CU-PO-CTL         Action IS A LIMITED CIVIL CASE       anount demanded         from limited to unlimited       exceeds \$10,000, but does not exceed \$25,000         Action IS RECLASSIFIED by this amended complaint       from unlimited to limited         From unlimited to limited       exceeds \$10,000, huc, no., a California Corporation; et al. (See Attachment 1)         This pleading, including attachments and exhibits, consists of the following number of pages: 8         Each plaintiff named above is a competent adult         a.       exceept plaintiff (name):         (1)       a corporation qualified to do business in California	ATTORNEY FOR (Name): Plaintiff Andrew Delarosa	
cmv Ave code San Diego. California 92101         BANCH NUMEHIAI of Justice         PLAINTFF: Andrew Delatosa         DEFENDANT: Park Villas South Condominium Association, inc., et al.         DEFENDANT: Park Villas South Condominium Association, inc., et al.         DOTS 1 TO 50         COMPLAINT—Personal Injury, Property Damage, Wrongful Death         Property Damage         Wrongful Death         Property Damage         Wrongful Death         Property Damage         Wrongful Death         Personal Injury         Other Damages (specify):         Antoni S A LIMITED CNIL CASE         Anount demanded         does not exceed \$10,000         excered \$10,000, but does not exceed \$25,000         ACTION IS A NUMLIMTED CNIL CASE         Anount demanded         mount det to unlimited         from limited to unlimited         anount det ou limited         Plantiff (name or names): Andrew Delatosa, 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)         This pleading, including attachments and exhibits, consists of the following number of pages: 8         Each plaintiff named above is a competent adult	SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
env xie zero cost San Diego, California B2101         BANCH HAW Hall of Justice         PLAINTIFF.Andrew Delazosa         DEFENDANT: Park Vilas South Condominium Association, Inc., et al.         Q DOES 1 TO 50         COMPLAINT—Personal Injury, Property Damage, Wrongful Death         AMENDED (Number):         Type (check all that apply):         MOTOR VEHICLE       Q OTHER (specify): Premises Liability         Property Damage       Wrongful Death         Parsonal Injury       Other Damages (specify):         Jurisdiction (check all that apply):       Action IS A LIMITED CIVIL CASE         Anount demanded       does not exceed \$10,000         exceeds \$10,000, but does not exceed \$25,000       37.2020-00029592-CU-PO-CTL         ACTION IS A UNLINTED CIVIL CASE       (sceeds \$25,000)         ACTION IS RECLASSIFIED by this amended comptaint       (mom unlimited to immede)         Plantiff (name or names): Andrew Delarose, an Individual;       alleges causes of action against defendant (name or names):         Park Vilas South Condominium Association, Inc., a California Corporation; et al. (See Attachment 1)       This pleading, including attachments and exhibits, consists of the following number of pages: 8         Each plaintiff name);       (1)       a corporation qualified to do business in California         (2)       a nunincorporated entity (describe);       (3)	STREET ADDRESS:330 W Broadway	
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	(5) other (specify):	
	Approved for Optional Use COMPLAINT—Personal Injury, Propert	Page 1

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JUDICIBI	Counci	l of Calif	omia
PLD-PI-001	[Rev.	January	1, 2007]

SHORT TITLE:	PLD-PI-0
Delarosa v. Park Villas South, et al.	CASE NUMBER:
<ol> <li>Plaintiff (name): is doing business under the fictitious name (specify):</li> </ol>	
and has complied with the fictitious business name laws. 5. Each defendant named above is a natural person	
a. v except defendant (name): See Attachment 5	c. <b>v</b> except defendant (name): See Attachment 5
(1) a business organization, form unknown	(1) a business organization, form unknown
<ul> <li>(2)  a corporation</li> <li>(3)  an unincorporated entity (describe);</li> </ul>	(2) 🖌 a corporation
(3) an unincorporated entity (describe):	(3) an unincorporated entity (describe):
(4) [] a public entity (describe):	(4) a public entity (describe):
(5) other (specify):	(5) other <i>(specify):</i>
b. vert defendant (name): See Attachment 5	d except defendant (name):
(1) a business organization, form unknown	(1) a business organization, form unknown
(2) 🔽 a corporation	(2) a corporation
(3) an unincorporated entity (describe):	(3) an unincorporated entity (describe):
(4) a public entity (describe):	(4) a public entity (describe):
(5) other (specify):	(5) other (specify):
Information about additional defendants who are not natura The true names of defendants sued as Does are unknown to plair	l persons is contained in Attachment 5. ntiff.
a.  Doe defendants (specify Doe numbers): 1-50	were the agents or employees of other
<ul> <li>named defendants and acted within the scope of that as</li> <li>b. v Doe defendants (specify Doe numbers): 1-50</li> </ul>	
plaintiff.	are persons whose capacities are unknown to
Defendants who are joined under Code of Civil Procedure se	ction 382 are <i>(names):</i>
This court is the proper court because	
a. at least one defendant now resides in its jurisdictional are	88.
<ul> <li>b the principal place of business of a defendant corporation</li> <li>c injury to person or damage to personal property occurrence</li> </ul>	n or unincorporated association is in its jurisdictional area.
<ul> <li>c.  injury to person or damage to personal property occurred</li> <li>d.  other (specify);</li> </ul>	a in its jurisdictional area.
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):	
<ul> <li>b. is excused from complying because (specify):</li> </ul>	

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(2) in the amount of: \$	int alleged on information and beli PREM. L-5; GN-1 COMPLAINT—Personal I	(SIGNATURE	
The paragraphs of this complain 1-15; PREM. L-1; PREM. L-2; P e: August 21, 2020	int alleged on Information and beli PREM. L-5; GN-1		
The paragraphs of this complain 1-15; PREM. L-1; PREM. L-2; P	int alleged on Information and beli PREM. L-5; GN-1		
The paragraphs of this complain	int alleged on information and beli PREM. L-5; GN-1	et are as follows (specify paragra	ph numbers):
The paragraphs of this complain	int alleged on information and beli	et are as follows (specify paragra	ph numbers):
	the set of		
<ol> <li>(1) according to proof</li> </ol>			
The amount of damages is (in c	casas for parsonal injury or wrong	ful death, you must check (1)):	
(2) punitive damages			
a. (1) v compensatory damag	jes	- ,	
. Plaintiff prays for judgment for cost	ts of suit; for such relief as is fair.	just, and equitable; and for	
	a within the jurisdiction of this cou	π.	
. The relief sought in this complaint is	e within the luticalistic state	4	
a listed in Attachment 12.			
2. The damages claimed for wro	rongful death and the relationships	s of plaintiff to the deceased are	
	ises		
b loss of use of property			
a. 🔽 wage loss			
11. Plaintiff has suffered			
f other (specify):			
e. 🔽 Premises Liability .			
d. Products Liability			
c. [] Intentional Tort			
b. <b>V</b> General Negligence			
a Motor Vehicle			
	and and the statements a	pove apply to each (each complain	nt must have one or more
	are attached and the statement		
		CASE NUMBER:	
SHORT TITLE			PLD-P
<i>:</i>		,	
	<ul> <li>a. Motor Vehicle</li> <li>b. General Negligence</li> <li>c. Intentional Tort</li> <li>d. Products Liability</li> <li>e. Premises Liability</li> <li>f. other (specify):</li> </ul> 11. Plaintiff has suffered <ul> <li>a. wage loss</li> <li>b. loss of use of property</li> <li>c. hospital and medical expendence</li> <li>c. property damage</li> <li>c. loss of earning capacity</li> <li>c. other damages claimed for wr</li> <li>a. listed in Attachment 12.</li> <li>b. as follows:</li> </ul> Plaintiff prays for judgment for cost a. (1) w compensatory damage (2) punitive damages	Delarosa v. Park Villas South, et al.         10. The following causes of action are attached and the statements a 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.       ✓ general damage         c.       Joss of use of property         c.       ✓ hospital and medical expenses         d.       ✓ general damage         e.       ✓ general damage         c.       ✓ property damage         c.       Isted in Attachment 12.         b.       ist follows:	Delarosa v. Park Villas South, et al.       CASE NUMBER:         10. The following causes of action are attached and the statements above apply to each (each complete causes of action attached):       a.         a.       Motor Vehicle         b.       General Negligence         c.       Intentional Tort         d.       Products Liability         e.       Y Premises Liability         f.       other (specify):         11. Plaintiff has suffered         a.       Y wage loss         D.       Y capereal damage         Y does of use of property         c.       y hospital and medical expenses         l.       Y general damage         Y loss of earning capacity         y other damage (specify):         2.       The damages claimed for wrongful death and the relationships of plaintiff to the deceased are         a.       listed in Attachment 12.         b.       as follows:         The relief sought in this complaint is within the jurisdiction of this court.         Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for         a.       (1)       compensatory damages

	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;	
e	PERNICANO REALTY & MANAGEMENT, INC., a California Corporation; LHL ENTERPRISES, INC., a California	
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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 <u>4 OF 8</u>	

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	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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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

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HORT TITLE: elarosa v. Park V	llas South at al	CASE NUMBER:	PLD-PI-
ONE (num		IPremises Liability	Page <u>6 OF 8</u>
ATTACHMENT (Use a separate	TO Complaint Cross - Comp cause of action form for each cause of action.)	plaint	
alleı On <sub>i</sub> fash	ff (name): Andrew Delarosa ges the acts of defendants were the legal (proxim (date): May 1, 2020 pla ion (description of premises and circumstances of Attachment L-1	aintiff was injured on the following pr	emises in the followin
Prem.L-2.	<b>Count One—Negligence</b> The defendants wt the described premises were (names): Park Villas South Condominium Associat Enternrises log de Marg and Margaret	ion. Inc.: Pernicano Realty & Ma	
Prem.L-3.	Enterprises, Inc., dba Mom and Me Prope Does <u>1</u> to <u>50</u> Count Two—Willful Fallure to Warn [Civil Co or maliciously failed to guard or warn against a (names):	ode section 8461 The defendant our	ers who willfully e, or activity were
Prem.L-4.	Does to Plaintiff, a recreational user, was an in Count Three—Dangerous Condition of Publ on which a dangerous condition existed were (	vited guest a paying guest.	vned public property
Prem.L-5, a. 🔀	Doesto aThe defendant public entity had dangerous condition in sufficient time bThe condition was created by employe Allegations about Other Defendants The defe other defendants and acted within the scope of Park Villas South Condominium Associatio Enterprises, Inc., dba Mom and Me proper	actual Constructive notice prior to the injury to have corrected ses of the defendant public entity. endants who were the agents and e the agency were (names): on, Inc.; Pernicano Realty & Man- ties; and	mployees of the
b. 🗌	Does <u>1</u> to <u>50</u> The defendants who are liable to plaintiffs for ot described in attachment Prem.L-5.b		ir liability are

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	ATTACHMENT Prem. L-1 TO COMPLAINT: 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
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	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
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	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
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	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
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	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
6 7 8 9 10 11 12 13 14 15 16 17 18 19	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
7 8 9 10 11 12 13 14 15 16 17 18 19	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
8 9 10 11 12 13 14 15 16 17 18 19	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
9 10 11 12 13 14 15 16 17 18 19	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
10 11 12 13 14 15 16 17 18 19	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
<ol> <li>11</li> <li>12</li> <li>13</li> <li>14</li> <li>15</li> <li>16</li> <li>17</li> <li>18</li> <li>19</li> </ol>	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
12 13 14 15 16 17 18 19	Defendants failed to keep the the laundry room floor dry. Defendants failed to timely dry the floor when water and/or
13 14 15 16 17 18 19	
14 15 16 17 18 19	other induid leaked from washing machines. Defendants failed to warn tenants that the floor was wet Defendants
15 16 17 18 19	· · · · · · · · · · · · · · · · · · ·
16 17 18 19	failed to keep tenants off the wet floor. Defendants failed to guard against the slip hazard.
17 18 19	As a result, Defendants created an unreasonably dangerous condition in the laundry room. Defendants' negligence
18 19	caused Plaintiff Andrew Delarosa to slip and fall causing severe injuries.
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	(Required for verified plooding) The items on this many state is a single of the second state of the secon
7	(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.

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American LegalNet, Inc. www.USCourtForms.com

		PLD-PI-001(2)
SHORT TITLE: Delarosa v. Park Villas Sou	uth, et al.	CASE NUMBER:
TWO (number)	CAUSE OF ACTION—Genera	I Negligence Page 8 OF 8
ATTACHMENT TO	Complaint 🔲 Cross - Complaint	
(Use a separate cause o	f action form for each cause of action.)	
GN-1. Plaintiff (name): A	ndrew Delarosa	
alleges that defer Management, 1/	ndant ( <i>name):</i> Park Villas South Condominium Asson nc.; LHL Enterprises, Inc. dba Mom and Me Proper	ciation, Inc.; Pernicano Realty & ties; and
	es <u>1</u> to <u>50</u>	
was the legal (pro negligently caused	eximate) cause of damages to plaintiff. By the following a d the damage to plaintiff	cts or omissions to act, defendant

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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.

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Ba	of number and address!	CN
Jeremiah A. Lowe, Esq. (SBN 23916	6) Victoria J. Lazar Eso (SBN 2986)	FOR COURT USE ONLY
Gomez Trial Attorneys	) fielding of Educit, Edd. (OBI4 2000)	
655 W. Broadway, Suite 1700		A star as a star as a star
San Diego, CA 92101		
TELEPHONE NO.: 619-237-3490	FAX NO.: 619-237-3496	
ATTORNEY FOR (Name): Plaintiff Andrew Delard		ê.
		2020 110 01 -
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SA	IN DIEGO	2020 AUG 21 P 2: 49
STREET ADDRESS: 330 W Broadway		() <u>(</u>
MAILING ADDRESS: 330 W Broadway		
CITY AND ZIP CODE: San Diego, CA 92101		
BRANCH NAME: Hall of Justice		
CASE NAME: Delarosa v Park Villas Sout	h Condominium Association, Inc., et	tal.
CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
Unlimited Limited		37-2020-00029592-CU-PO-CTL
(Amount (Amount	Counter Joinder	
demanded demanded is	Filed with first appearance by defen	dant JUDGE:
exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402)	DEPT:
Items 1–6	below must be completed (see instructio	ns on page 2).
1. Check one box below for the case type tha		
Auto Tort	Contract	Provisionally Complex Civil Litigation
L Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400-3.403)
Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Damage/Wrongful Death) Tort	Other collections (09)	Construction defect (10)
Asbestos (04)	Insurance coverage (18)	Mass tort (40)
Product liability (24)	Other contract (37)	Securities litigation (28)
Medical malpractice (45)	Real Property	Environmental/Toxic tort (30)
Other PI/PD/WD (23)	Eminent domain/Inverse condemnation (14)	Insurance coverage claims arising from the
Non-PI/PD/WD (Other) Tort	Wrongful eviction (33)	above listed provisionally complex case types (41)
Business tort/unfair business practice (07)	Other real property (26)	Enforcement of Judgment
Civil rights (08)	Unlawful Detainer	Enforcement of judgment (20)
Defamation (13)	Commercial (31)	Miscellaneous Civil Complaint
Fraud (16)	Residential (32)	RICO (27)
Intellectual property (19)	Drugs (38)	Other complaint (not specified above) (42)
Professional negligence (25)	Judicial Review	Miscellaneous Civil Petition
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)
Employment	Petition re: arbitration award (11)	Other petition (not specified above) (43)
Wrongful termination (36)	Writ of mandate (02)	
Other employment (15)	Other judicial review (39)	· · · · · · · · · · · · · · · · · · ·
. This case 🔲 is 🛛 is not complex factors requiring exceptional judicial manage	under rule 3.400 of the California Rule	es of Court. If the case is complex, mark the
a Large number of separately represe		- Freith-
b. Extensive motion practice raising d		
issues that will be time-consuming t		vith related actions pending in one or more con es, states, or countries, or in a federal court
c. Substantial amount of documentary		es, states, or countries, or in a federal court stjudgment judicial supervision
Remedies sought (check all that apply): a.		
Number of causes of action (specify): Two	a monetary b nonmonetary; decla	ratory or injunctive relief c. 🗌 punitive
This case is is not a class acti	ion suit.	
If there are any known related cases, file and	serve a notice of related case. (You ma	ay use form CM-015.)
ne: August 21, 2020		Vermant Fine
remiah A. Lowe, Esq.	<b>&gt;</b> 0	
(TYPE OR PRINT NAME)		NATURE OF PARTY OR ATTORNEY FOR PARTY)
<ul> <li>Plaintiff must file this cover sheet with the firs under the Probate Code, Family Code, or We in sanctions.</li> </ul>	NOTICE t paper filed in the action or proceeding lfare and Institutions Code). (Cal. Rules	(except small claims cases or cases filed s of Court, rule 3.220.) Failure to file may resu
File this cover sheet in addition to any cover s		,
If this case is complex under rule 3 400 of one	on of the California Pulse of Court rule.	
	a, or the Gamornia Kulles of Court volum	TUST SANA 3 0000 of this serves should be
If this case is complex under rule 3.400 et set other parties to the action or proceeding.		
other parties to the action or proceeding. Unless this is a collections case under rule 3.		

#### CM-010

#### 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.

#### Auto Tort

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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)

CASE TYPES AND EXAMPLES

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 (nondomestic 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 (nonharassment) 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

#### CM-010 [Rev. July 1, 2007]

American LegalNet, Inc. www.FormsWorkflow.com



# 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

# <u>NOTICE</u>: 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
  - noney re-
- 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 <a href="http://www.sdcourt.ca.gov/adr">http://www.sdcourt.ca.gov/adr</a>.

**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

1

**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.

<u>On-line mediator search and selection</u>: Go to the court's ADR webpage at <u>www.sdcourt.ca.gov/adr</u> 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 <u>2.2.1</u> 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 <u>Division II. Chapter III</u> and Code Civ. Proc. <u>§ 1141.10 et seq</u> 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 <u>www.sdcourt.ca.gov/adr</u> 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 or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at <u>www.nclifeline.org</u> 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 <u>www.courtinfo.ca.gov/selfhelp/lowcost</u>.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF	SAN DIEGO	FOR COURT USE ONLY
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 CONDOMINIU	JM ASSOCIATION INC	
SHORT TITLE: DELAROSA VS PARK VILLAS SOUT	TH CONDOMINIUM ASSOCIATION INC [IMAG	ED]
STIPULATION TO USE A DISPUTE RESOLUTION	LTERNATIVE C	CASE NUMBER: 37-2020-00029592-CU-PO-CTL
Judge: Joel R. Wohlfeil	Department:	C-73
The parties and their attorneys stipulate that the malternative dispute resolution (ADR) process. Sele	natter is at issue and the claims in this active claims in this active claims of these options will not delay	on shall be submitted to the following any case management timelines.
Mediation (court-connected)	Non-binding private arbitration	, , , , , , , , , , , , , , , , , , ,
Mediation (private)	Binding private arbitration	
Voluntary settlement conference (private)	Non-binding judicial arbitration (dis	scovery until 15 days before trial
Neutral evaluation (private)	Non-binding judicial arbitration (dis	· · · · · · · · · · · · · · · · · · ·
Other (specify e.g., private mini-trial, private judg		•
t is also stipulated that the following shall serve as arbitr	ator, mediator or other neutral: (Name)	
Alternate neutral (for court Civil Mediation Program and a	rbitration only):	
It is also stipulated that the following shall serve as arbitrative and a Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only):	
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only):	
Alternate neutral (for court Civil Mediation Program and a	rbitration only): Date:	
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only): Date:  Name of Defendant	
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only): Date: Date: Name of Defendant Signature	
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only): Date: Date: Name of Defendant Signature Name of Defendant's Name of Defendant's Signature	
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only): Date: Date: Name of Defendant Signature Name of Defendant's Signature Iditional completed and fully executed sheets.	Attorney
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only): Date: Date: Name of Defendant Signature Name of Defendant's Signature Iditional completed and fully executed sheets.	Attorney
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only): Date: Date: Name of Defendant Signature Name of Defendant's Signature Iditional completed and fully executed sheets.	Attorney
Alternate neutral (for court Civil Mediation Program and a Date:	rbitration only): Date: Date: Name of Defendant Signature Name of Defendant's Signature Iditional completed and fully executed sheets. ent pursuant to Cal. Rules of Court, rule 3.1385 dar.	Attorney

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

Department: C-73

#### CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Joel R. Wohlfeil

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. 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.

\*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 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

ARIZONA • CALIFORNIA • COLORADO • CONNECTICUT • DELAWARE • FLORIDA • GEORGIA • ILLINOIS • INDIANA • KANSAS • KENTUCKY • LOUISIANA MARYLAND • MASSACHUSETTS • MINNESOTA • MISSOURI • NEVADA • NEW JERSEY • NEW MEXICO • NEW YORK • NORTH CAROLINA OHIO • OREGON • PENNSYLVANIA • RHODE ISLAND • TEXAS • UTAH • VIRGINIA • WASHINGTON • WASHINGTON D.C. • WEST VIRGINIA 4852-8203-0802.1

SUM-100

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;

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/selfnelp), 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*), the California Courts Online Self-Help Center (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. AVISOI 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), 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 blenes 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), en el Centro de Ayuda de las Cortes de California, (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 imporer 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

CASE NUMBER: (Núrnero del Caso):		
	37-2020-00030637-CU-PO-C	TL

Superior Court of California, County of San Diego 330 West Broadway, San Diego, CA 92101

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 (Secretario)	C. Miranda C. Miranda	, Deputy (Adjunto)
	<ul> <li>Immons, use Proof of Service of Summons (form POS-010).)</li> <li>sta citatión use el formulario Proof of Service of Summons, (POS- NOTICE TO THE PERSON SERVED: You are served</li> <li>1 as an individual defendant.</li> <li>2 as the person sued under the fictitious name of (specification of the served)</li> <li>3 on behalf of (specify):</li> </ul>		anagement, Inc.
in any or San Dues	under: A CCP 416.10 (corporation) CCP 416.20 (defunct corporation) CCP 416.40 (association or partnership) other ( <i>specify</i> ): 4. by personal delivery on ( <i>date</i> ):	CCP 416.60 (mir CCP 416.70 (cor CCP 416.90 (aut	horized person) Page 1 of 1
Form Adopted for Mandatory Use	SUMMONS	Code of C	Civil Procedure §§ 412.20, 465

SUM-100 [Rev. July 1, 2009]

ELECTRONICALLY FILED Superior Court of California, County of San Diego 09/01/2020 at 09:05:40 AV

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

Clerk of the Superior Court By Carolina Miranda, Deputy Clerk

SHORT TITLE:	CASE NUMBER:
_ PORTER vs. MAGGIE GILLERAN-SMITH, et al.	

#### **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

tiff 🗹 Defendant 🗌 Cross-Complainant

ainant 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;

Page <u>1</u> of <u>1</u>

Page 1 of 1

SUM-200(A)

1	Arash Khorsandi, Esq. (SBN: 249405) <u>ak@arashlaw.com</u> Brian G. Basakan Fas. (SBN: 22048()	ELECTRONICALLY FILED Superior Court of California, County of San Diego
3	Brian G. Beecher, Esq. (SBN: 239486) bbeecher@arashlaw.com	09/01/2020 at 09:05:40 Aw Clerk of the Superior Court By Carolina Miranda,Deputy Clerk
4	THE LAW OFFICES OF ARASH KHORSANDI, PC	
5	2960 Wilshire Boulevard, Third Floor Los Angeles, California 90010	
6	Telephone: (310) 277-7529 Facsimile: (310) 388-8442	
7 8	Attorneys for Plaintiff JOSEPH PORTER	
9	SUPERIOR COURT OF THE STA	ATE OF CALIFORNIA
10	FOR THE COUNTY OF	SAN DIEGO
11		
12	JOSEPH PORTER;	) Case No.: 37-2020-00030637-CU-PO-CTL )
13	Plaintiff,	COMPLAINT OF PLAINTIFF JOSEPH PORTER:
14 15	VS.	(1) GENERAL NEGLIGENCE;
16	MAGGIE GILLERAN-SMITH, TRUSTEE OF THE GILLERAN-SMITH 2015 TRUST, DATED	(2) GROSS NEGLIGENCE;
17	JANUARY 5, 2015; PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC.;	(3) PREMISES LIABILITY;
18	PERNICANO REALTY & MANAGEMENT, INC.; and DOES 1 TO 100;	(4) NEGLIGENT UNDERTAKING;
19 20	Defendants.	(5) NEGLIGENT HIRING, SUPERVISION, AND/OR
21	)	RETENTION; AND
22	)	DEMAND FOR JURY TRIAL
23	)	UNLIMITED JURISDICTION
24	)	
25		
26		
27		
28		
	COMPLAINT AND DEMAND FO	OR JURY TRIAL

Plaintiff JOSEPH PORTER, based on knowledge as to himself and on information and 1 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 GILLERAN-SMITH 2015 TRUST, DATED JANUARY 5, 2015 (the "Trust") is the trustee of a 7 California trust which owns real property located at approximately 8085 Caminito De Pizza, San 8 9 Diego, California 92108, in San Diego County (the "Premises") and has owned that Premises 10 since approximately January 15, 2015 to present day. 3. Defendant PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, 11 INC. ("Park Villas South") is a California corporation doing business in San Diego County during 12 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 through all times relevant. 16 17 5. Plaintiff is currently unaware of the true names and capacities, whether individual, corporate or otherwise, of the Defendants sued herein as DOES 1 through 100, and 18 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, "Defendants" shall refer to the Trust, Park Villas South, Pernicano, and DOES 1 through 100, 23 collectively. 24 25 AGENCY 6. At all times relevant, each of the Defendants, named and fictitiously named, 26 was and is the agent, partner, employee, co-venturer, and/or co-conspirator of each of the 27 remaining Defendants and, in doing the things alleged herein acted within the scope, course, 28 COMPLAINT AND DEMAND FOR JURY TRIAL

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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	
	-2- COMPLAINT AND DEMAND FOR JURY TRIAL	

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1	number of California statutes, including but not limited to:
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6	Code Section 1941.1 because they lacked "stairways, and railings
7	
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.
	-3-
1	COMPLAINT AND DEMAND FOR JURY TRIAL

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

17. However, at all times, Defendants negligently breached said duties and
unreasonably and negligently owned, used and/or maintained the Premises on June 17, 2020, so as
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.

## SECOND CAUSE OF ACTION

#### GROSS NEGLIGENCE

#### (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.

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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 and managing agents instead acted with conscious disregard for the rights, safety and well-being 11 12 of Plaintiff and other members of the public.

28. 13 Defendants therefore exhibited gross negligence and reckless disregard for the safety of others and thus punitive damages are properly awarded against Defendants because 14 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 in the manner described herein and/or failed to take the actions mentioned above, for reasons of 18 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 that human suffering and life. In doing the acts herein alleged, Defendants and their officers, directors and 21 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.

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## **COMPLAINT AND DEMAND FOR JURY TRIAL**

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
1.7	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.
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	- 6 -
	COMPLAINT AND DEMAND FOR JURY TRIAL

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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	COMPLAINT AND DEMAND FOR JURY TRIAL		
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1	FIFTH CAUSE OF ACTION		
2	NEGLIGENT HIRING, SUPERVISION, AND/OR RETENTION		
	(By Plaintiff Against All Defendants)		
4	50. Plaintiff re-alleges and incorporates herein by reference each and every		
5	allegation contained in paragraphs 1 through 49, inclusive, hereinabove.		
6	51. Plaintiff claims that he was harmed by the employees of Defendants and		
7	that Defendants were responsible for that harm because Defendants negligently hired, supervised,		
8	or retained the employees that caused the harm.		
9	52. Defendants' employees were unfit or incompetent to perform the work for		
10	which they were hired and Defendants knew or should have reasonably known that its employees		
11	were unfit and/or incompetent and this unfitness and/or incompetence harmed Plaintiff.		
12	53. Plaintiff suffered injuries as a result of Defendants' negligence.		
13	54. Defendants' negligence was a direct, proximate and legal cause of the		
14	injuries sustained by Plaintiff.		
15	55. As a proximate and direct result of these actions, Defendants have caused,		
16	and threaten to cause, substantial and irreparable harm to Plaintiff in an amount to be proven at		
17	trial but believed to be in excess of \$25,000.00.		
18	PRAYER FOR RELIEF		
19	WHEREFORE, Plaintiff respectfully prays this Court to order judgment in his		
20	favor and against Defendants as follows:		
21	(A) For compensatory damages, as proven at trial, but in excess of \$25,000.00;		
22	(B) For general and special damages, as proven at trial, but in excess of		
23	\$25,000.00;		
24	(C) For non-economic damages according to proof at the time of trial, including		
25	pain and suffering, but in excess of \$25,000.00;		
26	(D) For economic damages according to proof at the time of trial, including pain		
27	and suffering, but in excess of \$25,000.00;		
28	(E) Loss of earning capacity;		
	- 8 - COMPLAINT AND DEMAND FOR JURY TRIAL		

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1		(F)	Past and future medical expenses;
2		(F)	For exemplary and punitive damages in an amount according to proof at
3	trial;		
4		(G)	For prejudgment and post-judgment interest to the extent permitted by law;
5		(H)	As permitted by law, for costs of suit; and
6		(I)	For such other and further relief as the Court deems just and proper.
7			DEMAND FOR JURY TRIAL
8		Plaint	tiff hereby demands a trial by jury on all issues so triable.
9	Dated: A	ugust 31, 2	2020 THE LAW OFFICES OF ARASH KHORSANDI, PC
10			CTT
11			Jos Kh
12			By: Arash Khorsandi
13			Brian G. Beecher Plaintiff, JOSEPH PORTER
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bai Arash Khorsandi, Esq. (249405); Brian G.	number, and address);	FOR COURT USE ONLY
Arash Khorsandi, Esq. (249405); Brian G. THE LAW OFFICES OF ARASH KHOR	Beecher, Esq. (239486) SANDI PC	
2960 Wilshire Boulevard, Third Floor	51((0),10	ELECTRONICALLY FILED
Los Angeles, California 90010	(210) 288 0442	Superior Court of California,
TELEPHONE NO.: (310) 277-7529 ATTORNEY FOR (Name): Plaintiff JOSEPH PC	FAX NO: (310) 388-8442	County of San Diego <b>09/01/2020</b> at D9:05:40 Avi
SUPERIOR COURT OF CALIFORNIA, COUNTY OF		Clerk of the Superior Court
STREET ADDRESS: 330 West Broadway	AN DIEGO	By Carolina Miranda, Deputy Clerk
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.	
CIVIL CASE COVER SHEET	<b>Complex Case Designation</b>	CASE NUMBER: 37-2020-00030637-CU-PO-CTL
Unlimited Limited	Counter Joinder	37-2020-00030037-00-010
(Amount (Amount demanded demanded is	Filed with first appearance by defen	JUDGE: Judge Eddie C Sturgeon
exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402)	
	ow must be completed (see instructions	
1. Check one box below for the case type that		
Auto Tort	Contract	Provisionally Complex Civil Litigation
Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400–3.403)
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)
Damage/Wrongful Death) Tort	Insurance coverage (18)	Mass tort (40)
Asbestos (04) Product liability (24)	Other contract (37)	Securities litigation (28)
Medical malpractice (45)	Real Property	Environmental/Toxic tort (30)
Other PI/PD/WD (23)	Eminent domain/Inverse condemnation (14)	Insurance coverage claims arising from the above listed provisionally complex case
Non-PI/PD/WD (Other) Tort	Wrongful eviction (33)	types (41)
Business tort/unfair business practice (07		Enforcement of Judgment
Civil rights (08)	Unlawful Detainer	Enforcement of judgment (20)
Defamation (13)	Commercial (31)	Miscellaneous Civil Complaint
Fraud (16)	Residential (32)	RICO (27)
Intellectual property (19)	Drugs (38)	Other complaint (not specified above) (42)
Professional negligence (25)	Judicial Review	Miscellaneous Civil Petition
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)
Employment	Petition re: arbitration award (11)	Other petition (not specified above) (43)
Wrongful termination (36)	Writ of mandate (02)	
Other employment (15)	Other judicial review (39)	
2. This case is is is not comp	blex under rule 3.400 of the California Ru	ules of Court. If the case is complex, mark the
factors requiring exceptional judicial manage		<b>a</b> 1.
a. Large number of separately repres		er of witnesses
b Extensive motion practice raising of include the training of the train		with related actions pending in one or more courts
issues that will be time-consuming	a second s	ties, states, or countries, or in a federal court
c. Substantial amount of documental		ostjudgment judicial supervision
3. Remedies sought (check all that apply): a.	🖌 monetary b. 🔄 nonmonetary; d	declaratory or injunctive relief 🛛 C. 🗹 punitive
4. Number of causes of action (specify): 5		
	s action suit.	
6. If there are any known related cases, file a	nd serve a notice of related case. (You r	may use form CM-015.)
Date: August 31, 2020	P	RA /
Brian G. Beecher, Esq.		-100
(TYPE OR PRINT NAME)		SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
<ul> <li>Plaintiff must file this cover sheet with the fi under the Probate Code, Family Code, or V</li> </ul>		ng (except small claims cases or cases filed es of Court, rule 3.220.) Failure to file may result
<ul> <li>in sanctions.</li> <li>File this cover sheet in addition to any cove</li> <li>If this case is complex under rule 3.400 et s</li> </ul>		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		eet will be used for statistical purposes only.
Form Adopted for Mandatory Use	CIVIL CASE COVER SHEET	Page 1 of 2 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;

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Judicial Council of California
CM-010 [Rev. July 1, 2007]
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#### 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.

#### 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)

CM-010 [Rev. July 1, 2007]

CASE TYPES AND EXAMPLES

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 Plainliff 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** 

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 (nondomestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Miscellaneous Civil Complaint **RICO (27)** Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (nonharassment) Mechanics Lien Other Commercial Complaint Case (non-ton/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

Provisionally Complex Civil Litigation (Cal.

# 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

# <u>NOTICE</u>: 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 <a href="http://www.sdcourt.ca.gov/adr">http://www.sdcourt.ca.gov/adr</a>.

**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.

<u>On-line mediator search and selection</u>: Go to the court's ADR webpage at <u>www.sdcourt.ca.gov/adr</u> 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 <u>2.2.1</u> 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 <u>Division II, Chapter III</u> and Code Civ. Proc. <u>§ 1141.10 et seq</u> 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 <u>www.sdcourt.ca.gov/adr</u> 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 <u>www.ncrconline.com</u> or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at <u>www.nclifeline.org</u> 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 <u>www.courtinfo.ca.gov/selfhelp/lowcost</u>.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SA	N DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway		
MAILING ADDRESS: 330 West Broadway		
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
RANCH NAME: Central		
PLAINTIFF(S): Joseph Porter		
DEFENDANT(S): Maggie Gilleran Smith Trustee of the Gi	leran Smith 2015 Trust Dated Jar	nuary 5 2015 et.al.
SHORT TITLE: PORTER VS MAGGIE GILLERAN SMI	H TRUSTEE OF THE GILLERAN	N SMITH 2015 TRUST DATED JANUARY 5 2015 [IMAG
STIPULATION TO USE AL DISPUTE RESOLUTIO		CASE NUMBER: 37-2020-00030637-CU-PO-CTL
Judge: Eddie C Sturgeon	C	Department: C-67
The parties and their attorneys stipulate that the ma alternative dispute resolution (ADR) process. Selec	ter is at issue and the claims ion of any of these options wi	in this action shall be submitted to the following Il not delay any case management timelines.
Mediation (court-connected)	Non-binding private a	rbitration
Mediation (private)	Binding private arbitra	tion
Voluntary settlement conference (private)	Non-binding judicial a	rbitration (discovery until 15 days before trial)
Neutral evaluation (private)	Non-binding judicial a	rbitration (discovery until 30 days before trial)
Other (specify e.g., private mini-trial, private judge	, etc.):	
t is also stipulated that the following shall serve as arbitra	or, mediator or other neutral: (Na	ime)
		me)
Alternate neutral (for court Civil Mediation Program and ar		
Alternate neutral (for court Civil Mediation Program and ar	nitration only):	
Alternate neutral (for court Civil Mediation Program and ar	bitration only): Date:	
Alternate neutral (for court Civil Mediation Program and ar Date:	bitration only): Date:	f Defendant
Alternate neutral (for court Civil Mediation Program and ar Date: Name of Plaintiff Signature	Ditration only): Date: Name o	f Defendant
Alternate neutral (for court Civil Mediation Program and ar Date: Name of Plaintiff	Ditration only): Date: Name o	f Defendant
Alternate neutral (for court Civil Mediation Program and ar Date:	Ditration only): Date: Name o	f Defendant re f Defendant's Attorney
Alternate neutral (for court Civil Mediation Program and ar Date:	pitration only): Date: Date: Name o Signatur Name o Signatur	f Defendant re f Defendant's Attorney
Alternate neutral (for court Civil Mediation Program and ar Date:	bitration only): Date: Date: Name o Signatur Name o Signatur ditional completed and fully exect	f Defendant re f Defendant's Attorney re uted sheets.
Alternate neutral (for court Civil Mediation Program and ar Date:	bitration only): Date: Date: Name o Signatur Name o Signatur ditional completed and fully exect	f Defendant re f Defendant's Attorney re uted sheets.
It is also stipulated that the following shall serve as arbitra Alternate neutral (for court Civil Mediation Program and ar Date: Date: Name of Plaintiff Signature Signature f there are more parties and/or attorneys, please attach ac t is the duty of the parties to notify the court of any settlem he court will place this matter on a 45-day dismissal calen No new parties may be added without leave of court. T IS SO ORDERED.	bitration only): Date: Date: Name o Signatur Name o Signatur ditional completed and fully exect	f Defendant re f Defendant's Attorney re uted sheets.

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 92101-3827			
BRANCH NAME: Central			
TELEPHONE NUMBER: (619) 450-7067			
PLAINTIFF(S) / PETITIONER(S): Joseph Porter DEFENDANT(S) / RESPONDENT(S): Maggie Gilleran Smith Trustee of the Gillera	n 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]		
NOTICE OF CASE ASSIGNMENT	CASE NUMBER:		
and CASE MANAGEMENT CONFERENCE	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. 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.

\*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 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 ( <i>Name and Address</i> ): Arash Khorsandi, Esq. (249405)	TELEPHONE NO.: (310) 277-7529	FOR COURT USE ONLY
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		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN D	IEGO	
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.		
STATEMENT OF DAMAGES		CASE NUMBER:
(Personal Injury or Wrongful Dea	th)	37-2020-00030637
To (name of one defendant only): Maggie Gilleran-Smith, T Plaintiff (name of one plaintiff only): Joseph Porter	Frustee of the Gilleran	o-Smith 2015 Trust, Dated January 5, 20
seeks damages in the above-entitled action, as follows:		
		AMOUNT
1. General damages		
a. 🗹 Pain, suffering, and inconvenience	**********	\$ <u>30,000,000.00</u>
b. Emotional distress.	****************	•••••••••••••••••••••••••••••••••••••••

Form Adopted for Mandatory Use	STATEMENT OF DAMAGES	Code of Civil Procedure, §§ 425.11, 425.115
	(Proof of service on reverse)	Page 1 of 2
(TYPE OR PRINT NAM		OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF
Roberto Dominguez Quiroga, Es	sa M	
Date: September 2, 2020		
3. Use Punitive damages: Plaintiff rese when pursuing a judgment in the s	rves the right to seek punitive damages in the amou	pt of (specify) \$
		a state and a
k. Continued on Attachment 2.k.		······································
i Other (engelifie)		<u> </u>
i. Dther (specify)	·····	\$
h. 2 Value of personal service, adv	ice, or training (wrongful death actions only)	
	ralue) (wrongful death actions only)	
······································	əath actions only)	
	ı (present value)	-
	sent value)	
		\$ 228,138.35+
2. Special damages		
g. Continued on Attachment 1.g.		\$ <u>.</u>
	ship (wrongful death actions only)	
c. 🗔 Loss of consortium		\$
b. Chiolional distless.	***************************************	***************************************

Form Adopted for Mandatory Use Judicial Council of California CIV-050 [Rev. January 1, 2007]

STATEMENT OF DAMAGES (Personal Injury or Wrongful Death) www.courtinto.ca.gov

CIV-050

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

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orm Adopted for Mandatory Use Judicial Council of California	STATEMENT OF DAMAGES	Code of Civil Procedure, §§ 425.11, 425.115 www.courtinfo.ca.gov
(TTPE OK PRINT NAME)	(Proof of service on reverse)	IRE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF) Page 1 of 2
Roberto Dominguez Quiroga, Esq		
Date: September 2, 2020		Luma
<ol> <li>Punitive damages: Plaintiff reserved</li> <li>when pursuing a judgment in the suit</li> </ol>	es the right to seek punitive damages in the am t filed against you.	øuny ot (specify) \$
k. Continued on Attachment 2.k.		Luci and
		\$
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	, or training (wrongful death actions only)	
	uə) (wrongful death actions only)	
	h actions only)	
	······································	
	present value)	
c. Loss of earnings (to date)	•••••	
b. 🗹 Future medical expenses (prese	nt value)	\$ 30,000,000.00
		\$228,138.35+
2. Special damages		
g. Continued on Attachment 1.g.		
f. Other (specify)		\$
	ip (wrongful death actions only)	
b. Emotional distress.	бологон на	
1. General damages a. Pain, suffering, and inconvenien	се	AMOUNT \$ 30,000,000.00
seeks damages in the above-entitled action		
Plaintiff (name of one plaintiff only); Josepl	n Porter	ine.
	llas South Condominium Association,	J
	T OF DAMAGES or Wrongful Death)	CASE NUMBER: 37-2020-00030637
DEFENDANT: Maggie Gilleran-Smith		
PLAINTIFF: Joseph Porter		
CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice		
MAILING ADDRESS: 330 West Broadway		
SUPERIOR COURT OF CALIFORNIA, CO STREET ADDRESS: 330 West Broadway		
ATTORNEY FOR (name): Plaintiff JOSEPI	HPORTER	
2960 Wilshire Blvd., Third Floor,	Los Angeles, CA 90010	
Roberto Dominguez Quiroga, Esq. The Law Offices of Arash Khorsar	di PC	
	(289113)	

CIV-050 [Rev. January 1, 2007]

(Personal Injury or Wrongful Death)

CIV-050

# CIV-050 DO NOT FILE WITH THE COURT-- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585-

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Adopted for Mandatory Use tictal Council of California	STATEMENT OF DAMAGES	Page 1 of 2 Code of Civil Procedure, §§ 425.11, 425.11
(TYPE OR PRINT NAME)	(SIGNATI (Proof of service on reverse)	URE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)
Roberto Dominguez Quiroga, Esq.		
Date: September 2, 2020	eu against you.	
Punitive damages: Plaintiff reserves when pursuing a judgment in the suit fill	he right to seek punitive damages in the am	ngunt of (specify) \$
Continued on Attachment 2.k.		1 .
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	alue)	
	9.50.20 4 6 4 4 4 5 4 4 4 4 4 4 4 4 4 4 4 4 4 5 5 4 6 4 4 4 4	\$228,138.35+
Special damages		
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f. Other (specify)		\$\$
d Loss of sociey and companionship	wrongful death actions only)	\$
General damages a.	*****	AMOUNT \$30,000,000.00
eks damages in the above-entitled action, a	s follows:	
aintiff (name of one plaintiff only); Joseph H		
(name of one defendant only); Pernicano		
STATEMENT ( Personal Injury o		37-2020-00030637
DEFENDANT: Maggie Gilleran-Smith,		CASE NUMBER:
PLAINTIFF: Joseph Porter		
CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice		
MAILING ADDRESS: 330 West Broadway		
STREET ADDRESS: 330 West Broadway	AT OF SAN DIEGO	
UPERIOR COURT OF CALIFORNIA, COU		-
2960 Wilshire Blvd., Third Floor, Lo Attorney FOR ( <i>name</i> ): Plaintiff JOSEPH J	s Angeles, CA 90010	
The Law Offices of Arash Khorsand	, PC	
Roberto Dominguez Quiroga, Esq. (2	(310) 277-7329	
TTORNEY OR PARTY WITHOUT ATTORNEY (Name and Addre	(310) 277-7529	FOR COURT USE ONLY
Arash Khorsandi, Esq. (249405)	(310) 277-7529	FOR COURT USE ONL

CIV-050 [Rev. January 1, 2007]

(Personal Injury or Wrongful Death)

www.courtinfo.ca.gov

# 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@lew.isbrisbois.com Direct: 619.699.4960

Marilyn R. Moriarty Marilyn.Moriarty@lew isbrisbois.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

ARIZONA • CALIFORNIA • COLORADO • CONNECTICUT • DELAWARE • FLORIDA • GEORGIA • ILLINOIS • INDIANA • KANSAS • KENTUCKY • LOUISIANA MARYLAND • MASSACHUSETTS • MINNESOTA • MISSOURI • NEVADA • NEW JERSEY • NEW MEXICO • NEW YORK • NORTH CAROLINA OHIO • OREGON • PENNSYLVANIA • RHODE ISLAND • TEXAS • UTAH • VIRGINIA • WASHINGTON • WASHINGTON D.C. • WEST VIRGINIA 4811-8927-1759.1 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

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,

). Hopkins Arthur

Arthur Hopkins, CA 0#2744

Agency Producer

1 2 3	Adam C. Flury, Esq. (State Bar No. 235315) AFlury@massieberman.com Sabrina M. Andres, Esq (State Bar No. 326035) SAndres@massieberman.com MASSIE BERMAN FLURY 3588 Fourth Avenue, Suite 200 San Diago, CA 02102	ELECTRONICALLY FILED Superior Court of California, County of San Diego 06/23/2021 at 11:16:35 AM Clerk of the Superior Court By Elizabeth Reyes,Deputy Clerk	
4	San Diego, CA 92103 Telephone: (619) 260-9010		
6	Facsimile: (619) 260-9016		
7	Attorneys for Plaintiff PARK VILLAS SOUTH CONDOMINIUM ASSOCI a California Nonprofit Mutual Benefit Corporation	ATION, INC.,	
8	SUPERIOR COURT OF THE S	TATE OF CALIFORNIA	
9	IN AND FOR THE COUNTY OF SAM	N DIEGO – HALL OF JUSTICE	
10			
11	PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC., a California Nonprofit	CASE NO. 37-2021-00027106-CU-BC-CTL	
12	Mutual Benefit Corporation,	<b>COMPLAINT FOR:</b>	
13	Plaintiff, v.	(1) BREACH OF COVENANT	
14	JONITA TYME, an individual; ALEXANDER A.	(2) INJUNCTIVE RELIEF	
15 16	WASSELL, as Trustee of The Alexander A. Wassell Revocable Living Trust dated July 16, 2018; and DOES 1-10, inclusive,	(3) DECLARATORY RELIEF	
17	Defendants.		
18 19	Plaintiff, Park Villas South Condominium As	ssociation, Inc., a California Nonprofit Mutual	
20	Benefit Corporation, alleges as follows:		
21	GENERAL ALLI	EGATIONS	
22	1. Plaintiff, Park Villas South Co	ndominium Association, Inc. (hereinafter	
22	"Association"), is and at all relevant times was a nonprofit mutual benefit corporation organized and		
	existing under the laws of the State of California, with its principal place of business in San Diego,		
24	California. Plaintiff is a homeowners "association" as defined by the Davis-Stirling Common		
25	Interest Development Act (the "Act") codified at Civ	vil Code Section 4080. The express purpose for	
26 27	the existence of the Association is to provide for the	ne management of residential property for the	
28			
	00139860 1 PARK VILLAS SOUTH CONDOMINIUM A	ASSOCIATION, INC. COMPLAINT	

MASSIE BERMAN FLURY 3588 FOURTH AVENUE, SUITE 200 SAN DIEGO, CALIFORNIA 92103

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

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

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

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

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

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

1		FACTUAL BACKGROUND
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 unit to perform the Association's obligations under this Declaration, including; (i) exterior maintenance or repair obligations; (ii) obligations to enforce the architectural restrictions hereof; (iii) any obligations with respect to construction, maintenance, and repair of adjacent Common Area; or (iv) to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, Association property or the Owners in common.	
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23	The Association's right of entry under this subparagraph (b) shall be immediate in	
24	case of an emergency originating in or threatening the unit where entry is required, or	
25	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	
26	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	
27	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	
28		or any material control and resolution reare and any provision of the
	00139860 3 PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC. COMPLAINT	

MASSIE = BERMAN = FLURY 3588 FOURTH AVENUE, SUITE 200 SAN DIEGO, CALIFORNIA 92103 other Governing Documents, the conflicting provisions contained in the other Governing Documents shall be deemed to prevail."

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

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

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

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

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

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

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

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3588 FOURTH AVENUE, SUITE 200 SAN DIEGO, CALIFORNIA 92103 21. Due to the age of the buildings within the Association, the Association is informed and believes and thereon alleges that the drywall mud, tape and/or texture includes asbestos which requires remediation before being able to open drywall to access the common area wall cavities throughout the community.

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

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

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

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

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

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

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

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

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

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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.

The Association has been damaged as Defendants' refusal to allow entry in to the 33. 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.

The Association is informed and believes and thereon alleges that it continues to 34. 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.

The Association is informed and believes and thereon alleges that it has further been 35. 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.

The Association has an inadequate legal remedy as it seeks to enforce compliance 36. 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.

The Association requests affirmative temporary, preliminary and permanent 38. 25 injunctive relief requiring Defendants to allow the Association access to the properties to repair the leaking pipe.

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39. Because Defendants failed and refused to comply with the CC&Rs, the Association has been required to retain the services of its attorneys for the pursuit of this action. Pursuant to Article XII, Section 12.3 of the CC&Rs, as well as Civil Code Section 5975, the Association is entitled to its reasonable legal fees and costs in pursuit of this action.

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

## II. <u>SECOND CAUSE OF ACTION</u> (Injunction) [As Against Defendants]

41. The Association re-alleges paragraphs 1 through 40, inclusive, and incorporates each herein by reference as though said paragraphs are fully set forth herein.

42. Defendants are in violation of Article III, Section 3.7(b) of the CC&Rs as a result of Defendants refusing to allow the Association entry onto the properties to perform repairs to the leaking common area pipe. Defendants by his and her acts and/or omissions are irreparably harming the Association and its members as described herein. Refusing the Association entry in to the units to make repairs the leaking pipe is causing water to leak into the lower unit causing damage to not only the lower unit but also Association Common Area property. Unless Defendants are ordered by this Court to allow entry pursuant to Article III, Section 3.7(b) of the CC&Rs, the Association's Common Area and the lower unit will be further damaged, property values diminished, and lives disturbed and disrupted.

43. Defendants wrongful conduct and refusal to allow access has been and is repeated and continuous and would therefore, require a multiplicity of actions and constitute an undue hardship to the Association and all its members if permitted to continue.

44. The Association has an inadequate legal remedy as it seeks to enforce compliance
with its CC&Rs, and Defendants further inaction will lead to continued damage of the lower unit and
common area, and would result in great or irreparable damage to the Association and the lower unit.

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45. The Association has an inadequate remedy at law to compel Defendants to allow the Association entry to complete the necessary emergency repairs, nor can the Association be compensated completely for the injuries by an award of damages alone, as it will be difficult for the Association to determine the precise nature or amount of damage it will suffer if Defendants' conduct continues. The precise amount of damages will not be able to be determined until after significant damage occurs.

46. The Association requests temporary, preliminary and permanent affirmative injunctive relief requiring Defendants to allow the Association entry onto the properties such that the Association may repair the pipe and its related Common Areas.

47. Because Defendants failed and refused to comply with the CC&Rs, the Association has been required to retain the services of its attorneys for the pursuit of this action. Pursuant to Article XII, Section 12.3 of the CC&Rs, as well as Civil Code Section 5975, the Association is entitled to its reasonable legal fees and costs in pursuit of this action.

The Association reserves its right to seek leave of court to amend this complaint and 48. this cause of action to conform to proof and/or provide additional allegations upon discovery and/or at the time of trial.

## III. THIRD CAUSE OF ACTION (Declaratory Relief) [As Against Defendants]

49. The Association re-alleges paragraphs 1 through 48, inclusive, and incorporates each herein by reference as though said paragraphs are fully set forth herein.

An actual controversy has arisen between the Association and Defendants, in that the 50. Association maintains that the law and the Association's CC&Rs requires Defendants to provide the Association entry onto the properties to make repairs to the pipe and related Common Areas, while Defendants apparently deny those allegations.

The Association desires a judicial determination and declaration of the Association 51. 26 and Defendants' respective rights and duties under the governing documents and civil law, and 27 specifically a determination of whether Defendants are in violation of those portions of the CC&Rs 28

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

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

### PRAYER

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

1. For an affirmative temporary, preliminary and permanent injunctive relief allowing the Association the right to enter to repair the leaking pipe and related water damaged areas of the common area wall cavity;

2. For an order declaring that Defendants must allow the Association the right to enter to repair the leaking pipe and related water damaged areas of the common area wall cavity;

3. For damages in an amount to be proven at trial;

4. For reasonable attorneys' fees and costs;

5. For costs of suit herein incurred;

6. For such other and further relief as the court may deem just and proper.

By:

DATED: June 23, 2021

MASSIE BERMAN FLURY

Adam C. Flury Sabrina M. Andres Attorneys for Plaintiff, PARK VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC.