

D-74
TERESA
SANCHEZ-GORDON

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Attorneys for Plaintiff

FILED
Los Angeles Superior Court

AUG 13 2013

John A. Clarke, Executive Officer/Clerk
By Kathy Morales, Deputy
KATHY MORALES

ALDOIS

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

SHERNOFF BIDART
ECHEVERRIA BENTLEY LLP
LAWYERS FOR INSURANCE POLICYHOLDERS

11 ERICA HAINES, an individual,

14 Plaintiff,

15 v.

17 FIRE INSURANCE EXCHANGE, a
18 corporation; and DOES 1 through 10,

20 Defendants.

Case No.:

BC518160

COMPLAINT AND DEMAND
FOR JURY TRIAL

1. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING
2. BREACH OF THE CONTRACTUAL DUTY TO PAY A COVERED INSURANCE CLAIM
3. FINANCIAL ELDER ABUSE

INTRODUCTION

1. This insurance bad-faith case arises because defendant Fire Insurance Exchange denied the insurance claim of Erica Haines, a 92-year-old woman with no other income, victimized by serial thievery of unscrupulous caregivers over a period of years. When she discovered her harm and submitted her claim to Fire Insurance Exchange, the carrier refused to pay, asserting that Erica could not prove that the thefts occurred.

RECEIPT #: CCH4-08295016
DATE PAID: 08/13/13 02:58 PM
PAID AMOUNT: \$435.00
RECEIVED BY: [Signature]
CLOCK: [Signature]
CASH: [Signature]
CHANGE: \$0.00
DOLLARS: \$0.00

CIT/DOSE: BC518160
LEA/DEF#:

08/13/2013

1 **THE PARTIES**

2 2. Plaintiff Erica Haines is a citizen of California and resides in Palm Springs.

3 3. Defendant Fire Insurance Exchange, part of the Farmers Group, is a corporation
4 organized and existing under the laws of California and is authorized to transact and is
5 transacting the business of insurance in California. Its statutory home office is located at 4680
6 Wilshire Boulevard in Los Angeles.

7 4. The true names and capacities, whether individual, corporate, associate or other,
8 of Does 1-10 are unknown to Erica, who therefore sues these defendants by such fictitious
9 names. Erica alleges that each Doe defendant is legally responsible in some manner for the
10 events and happenings referred to herein and will ask leave of this court to insert their true
11 names and capacities when they become known.

12 **FACTUAL BACKGROUND**

13 5. Erica, who lives alone with the help of a caregiver, is 92 years old. She escaped the
14 Holocaust in her native Austria and made her way to America in the early years of WWII. She
15 later lost both her legs to medical complications. Although strong of will, she lacks the
16 physical capacity to wash and dress herself, move about her apartment and reach or even view
17 the many objects that she has collected over the years.

18 6. Erica bought her first insurance policy from Fire Insurance Exchange (then called
19 Farmers and hereafter referred to as Farmers) in 1967 from a storefront office in Palm
20 Springs. She has remained loyal to Farmers ever since.

21 7. In 2013 Erica was covered under homeowners policy number 91702-86-63, with a
22 replacement-value contents limit of \$150,000 (the Policy).

23 8. In March 2013 Erica noticed that several gold spoons from one of her sets were
24 missing. She asked her caregiver, Alejandra, to bring her more pieces of silverware and
25 flatware from her collection. Most pieces were missing.

26 9. Over the years, Erica had been assisted by a number of other caregivers, many of
27 whom were dishonest. Erica suddenly realized that her home had been steadily and stealthily
28

1 plundered by these individuals.

2 10. With Alejandra's help, Erica began to take stock of all the items in her apartment.
3 The two put together an inventory of all the missing things, which included clothing, jewelry,
4 artwork, antiques, heirlooms and a vast array of collectibles.

5 11. On March 15, 2013, Erica contacted the Palm Springs Police Department, which
6 sent two officers to her home and made a police report.

7 12. Erica then contacted her Farmers agent, Nancy Breeden, who assisted Erica in
8 completing a proof-of-loss form and submitting it to Farmers. The claim amounted to
9 \$145,000 in lost contents.

10 13. The missing items on the proof of loss included a spare pair of prosthetic legs, a
11 set of hearing aids, canes, cameras, rare books, original paintings, cosmetics, clothing,
12 medicine and Erica's wedding ring.

13 14. Farmers sent a letter acknowledging the claim but never sent an adjuster to Erica's
14 residence to investigate.

15 15. On May 28, 2013, Farmers dispatched a letter to Erica denying her claim. The
16 letter said that Farmers' investigation had revealed that Erica failed to establish that any thefts
17 occurred and that she had provided insufficient evidence proving the thefts. (Exhibit A,
18 Denial Letter.)

19 16. Erica was forced to file this lawsuit to recover the benefit she is owed under the
20 Policy.

21 **FIRST CAUSE OF ACTION:**

22 **BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

23 17. In every insurance policy there exists an implied good-faith covenant that the
24 insurance company will not do anything to injure the right of the insured to receive the
25 benefit of the policy. Farmers breached its duty of good faith and fair dealing owed to Erica in
26 the following ways:

27 a) Unreasonably and without proper cause refusing to pay the benefit owed under the
28

- 1 Policy;
- 2 b) Failing to diligently search for evidence to support Erica's claim and instead
- 3 searching only for ways to deny the claim;
- 4 c) Failing to conduct a reasonable claim investigation;
- 5 d) Failing to consider Erica's interests as much as its own in handling the claim.

6 18. Farmers furthermore committed institutional bad faith. Farmers' institutional bad

7 faith amounts to reprehensible conduct because the conduct is part of a repeated pattern of

8 unfair practices and not an isolated occurrence. The pattern of unfair practices constitutes a

9 conscious course of wrongful conduct that is firmly grounded in the established company

10 policy of Farmers.

11 19. Farmers' institutional bad faith includes using its claim department to achieve a

12 certain number or percentage of claim denials per year in order to save money and increase

13 profits.

14 20. Farmers' conduct was undertaken by its managers or managing agents, who were

15 responsible for claims supervision and operations, communications and decisions. This

16 conduct was undertaken on behalf of Farmers, which had advance knowledge of the actions

17 and conduct of said individuals whose actions and conduct it ratified, authorized and

18 approved.

19 21. As a direct and proximate result of Farmers' breach, Erica has suffered and will

20 continue to suffer damages. These damages include the withheld benefit of the Policy,

21 emotional and mental distress and other general and special damages.

22 22. As a further proximate result of the aforementioned unreasonable conduct of

23 Farmers, Erica was compelled to retain legal counsel to obtain the benefit due under the

24 Policy. Farmers therefore is liable to Erica for those attorney fees, witness fees and costs of

25 litigation reasonably necessary and incurred by her in order to obtain the Policy's benefit.

26 23. Farmers intended its conduct to cause injury to Erica or engaged in despicable

27 conduct carried out with a willful and conscious disregard of Erica's rights or subjected Erica

28 to cruel and unjust hardship in conscious disregard of her rights. Alternatively, Farmers'

1 conduct constituted an intentional misrepresentation, deceit or concealment of a material fact
2 known to Farmers with the intention of depriving Erica of property, legal rights or of causing
3 other injury. Farmers' conduct therefore constitutes malice, oppression or fraud under
4 California Civil Code §3294, entitling Erica to punitive damages in an amount appropriate to
5 punish and set an example of Farmers and deter future similar conduct.

6 **SECOND CAUSE OF ACTION:**

7 **BREACH OF THE CONTRACTUAL DUTY TO PAY A COVERED INSURANCE CLAIM**

8 24. Erica refers to all preceding paragraphs and incorporates them as if set forth in
9 full in this cause of action.

10 25. Erica suffered a loss when \$145,000 worth of her personal property was stolen
11 from her home.

12 26. The Policy insured the contents of Erica's home up to a limit of \$150,000.

13 27. Erica notified Farmers of the loss under the terms of the Policy.

14 28. Farmers failed to pay the claim.

15 **THIRD CAUSE OF ACTION: FINANCIAL ELDER ABUSE**

16 29. Erica refers to all preceding paragraphs and incorporates them as if set forth in
17 full in this cause of action.

18 30. Erica is and at all relevant times was an elder as defined in the California Welfare
19 & Institutions Code.

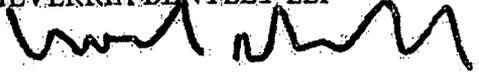
20 31. At all relevant times, Farmers' claims personnel and investigators were acting on
21 behalf of Farmers or as authorized agents of Farmers. The actions of these individuals were
22 authorized or ratified by Farmers and therefore can be attributed to Farmers as their disclosed
23 principal.

24 32. Under the Policy, Erica had the right to payment of the replacement value of the
25 items stolen from her home. Farmers denied Erica's claim and thereby retained the money
26 that was rightfully owed to her.
27
28

- 1 2. General and special damages, including damages for emotional and mental distress
- 2 and prejudice interest, for Farmers' breach of the duty of good faith and fair
- 3 dealing, in an amount to be determined at trial;
- 4 3. Upon a finding of bad faith, attorney fees incurred, pursuant to *Brandt v. Superior*
- 5 *Court* (1985) 37 Cal.3d 813, in recovering the benefit due under the Policy;
- 6 4. Punitive damages for Farmers' oppressive, malicious or fraudulent breach of the
- 7 duty of good faith and fair dealing, in an amount to be determined at trial;
- 8 5. Treble damages under Civil Code section 3345;
- 9 6. Costs of suit incurred herein; and
- 10 7. Such other and further relief as the court deems just and proper.

11
12 Dated: August 12, 2013

SHERNOFF BIDART
ECHEVERRIA BENTLEY LLP

13 
14 By: _____

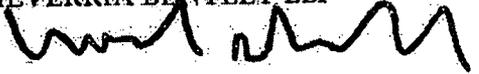
15 WILLIAM M. SHERNOFF
16 HOWARD S. SHERNOFF
17 Attorneys for Plaintiff

18
19 JURY DEMAND

20 Erica hereby demands a jury trial on all causes of action that can be heard by a jury.

21
22 Dated: August 12, 2013

SHERNOFF BIDART
ECHEVERRIA BENTLEY LLP

23 
24 By: _____

25 WILLIAM M. SHERNOFF
26 HOWARD S. SHERNOFF
27 Attorneys for Plaintiff

EXHIBIT A

08 / 13 / 2013



FARMERS

Send all correspondence to:
Email: claimsdocuments@hpc.com
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
Fax: (877) 217-1389

May 28, 2013

Erica Haines
1111 E RAMON RD UNIT 1
PALM SPRINGS CA 92264

RE:	Insured:	Erica Haines
	Claim Unit Number:	8001120630-1-1
	Policy Number:	0917028663
	Loss Date:	11/20/2012
	Location of Loss:	1111 E Ramon Rd #1, Palm Springs, CA

Dear Ms. Haines:

Thank you for your cooperation in the handling of this matter. We assure you it has received our careful consideration.

This letter will serve to inform you that Fire Insurance Exchange has completed its evaluation of your claim. You reported a theft of personal property from your residence occurring on the above loss date.

As we discussed on May 28, 2013, our investigation revealed you have failed to establish that any thefts occurred. You claim that people have gained access to your home over the past 4-8 years and stolen your personal property. You have provided no evidence to support a covered loss, specifically a theft, has occurred. We also complete a thorough investigation into your claim and could find any evidence to help support the loss(es) occurred. As such, we are unable to provide coverage for your claim.

We refer you to the following language in your Townhouse and Condominium Owners Package Policy, 4th Ed, as endorsed:

SECTION I - PROPERTY

Coverages

...

Coverage C - Personal Property

We cover personal property owned or used by an insured while it is anywhere in the world. At your request after a loss we will also cover personal property:

- a. owned by others while the property is on the part of the residence premises occupied by an insured. However, property of tenants not related to the insured is not covered.
- b. owned by a guest while the property is in any residence occupied by an insured.

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- c. owned by and in the physical custody of a residence employee while in the service of an insured anywhere in the world.

LOSSES INSURED

Coverage C - Personal Property

We insure for accidental direct physical loss to property described in Coverage C, but only if caused by one or more of the following perils:

- 1. Fire or lightning.
- 2. Windstorm or hail. This peril does not include loss to property contained in a building if the loss is caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment and outboard motors but only while inside a fully enclosed building.

- 3. Explosion,
- 4. Riot or civil commotion, including direct loss from looting,
- 5. Aircraft,
- 6. Vehicles,
- 7. Smoke, if loss is sudden and accidental,
- 8. Vandalism,
- 9. Theft, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

Personal property placed in these locations for safekeeping is considered to be on the residence premises: banks, trust or safe deposit company, public warehouse or an occupied dwelling not owned, occupied or rented to an insured.

This peril does not include loss caused by theft:

- a. committed by any insured;
- b. committed by any person regularly residing on the insured location. However, theft committed by a residence employee is covered;
- c. in or to a dwelling under construction or of construction materials and supplies until the dwelling is completed and occupied;
- d. from any part of a residence premises rented to others;
- e. at any other dwelling or premises owned, occupied by or rented to any insured unless an insured is temporarily residing there.

Property of a student insured is covered at a residence away from home if the student has been there at any time 45 days before the loss;

- f. of watercraft and their equipment, campers and trailers away from the residence premises.

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Theft does not include property taken by someone who claims a right to such property under a written or oral agreement with any insured unless a court rules that a theft did occur.

10. Falling objects. This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included. This peril does not include loss caused by objects which fall as a result of any loss excluded under SECTION I - LOSSES NOT INSURED.
11. Weight of ice, snow or sleet which causes damage to property contained in a building.
12. Collapse of a dwelling or any part of a dwelling, if the collapse itself was caused by a loss not excluded under SECTION I - LOSSES NOT INSURED.
13. Sudden and accidental discharge, eruption or overflow of water from within a plumbing, heating or air conditioning system, or from within a household appliance.

This peril does not include loss or damage:

- a. to the system or appliance from which the water discharged, erupted or overflowed;
 - b. caused by or resulting from freezing;
 - c. to personal property on the residence premises:
 - i. if the townhouse does not share a common wall with another unit, and the sudden and accidental discharge, eruption or overflow occurs away from the townhouse residential unit; or
 - ii. if the condominium or townhouse residential unit does share a common wall with another unit, and the sudden and accidental discharge, eruption or overflow originates outside of the building where that unit is located.
 - d. caused by sudden and accidental discharge, eruption or overflow from roof gutters, downspouts, sump-pumps, sump-pump wells, leach-fields, seepage pits, septic tanks, drainage-channels or any other device used to drain water away from the residence premises;
 - e. caused by water or the presence of water over a period of time from any constant or repeating gradual, intermittent or slow discharge, seepage, leakage, trickle, collection or overflow of water from any source, even if from the usage of any plumbing, heating or air conditioning system, or from within a household appliance, and whether known or unknown to any insured;
 - f. caused by a reverse flow of water through any sewage, septic or drainage system, or a drain, drain line or drainage channel, or a sump or sump pump, or similar system designed to drain or pump water away from the premises when the flow of water is in the opposite or reverse direction from that which the system, drain line, channel, sump or pump was designed to drain or pump.
14. Sudden and accidental tearing apart, cracking, burning or bulging of a steam, hot water or air conditioning system, or appliance for heating water.

This peril does not include loss caused by or resulting from freezing.

15. Freezing of a plumbing, heating, air conditioning system or household appliance.

This peril does not include loss on the residence premises while the dwelling is unoccupied *unless* you have used reasonable care to:

- a. maintain heat in the building, or
- b. shut off the water supply and drain the system and appliance of water.

16. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

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Regrettably, Fire Insurance Exchange must deny your claim based on the facts referenced above and known to us at the present time. Your policy provides that after a loss, it is your duty to protect the insured property from further damage. Please keep all receipts for emergency repairs or loss mitigation.

California law and regulations require that we provide you with written notice of any limitation period upon which we may rely to deny a claim.

Please refer to the **CONDITIONS** part of your policy, which states:

SECTION I - CONDITIONS

12. *Suit Against Us.* We may not be sued unless there has been full compliance with all the terms of this policy. Suit on or arising out of this policy must be brought within one year after the loss occurs.

In addition, we may deny a claim based on the applicable California statute of limitations.

We are setting forth these provisions to assist you in complying with your obligations under your policy. You should review your entire policy at this time so that you fully understand all of your rights and responsibilities. The above-quoted provisions are only a portion of your policy.

Please be advised that by the writing of this letter, Fire Insurance Exchange does not waive any of the terms, conditions or provisions of this insurance policy, all of which are expressly retained and reserved. Fire Insurance Exchange expressly retains all available defenses now and hereafter.

If you believe this matter has been wrongfully rejected or denied, in whole or in part, please contact me for further clarification. You may also have the matter reviewed by the California Department of Insurance, Consumer Services and Market Conduct Branch, Consumer Services Division, 300 South Spring Street, South Tower, Los Angeles, CA 90013; Telephone number 800-927-HELP or 213-897-8921.

We would also like for you to be aware that Section 2695.4 of the California Code of Regulations requires that:

"(a) Every insurer shall disclose to a first party claimant, all benefits, coverage, time limits or other provisions of any insurance policy issued by that insurer that may apply to the claim presented by a first party claimant."

If you have any questions about your claim or if you have additional facts you feel we may have overlooked, please do not hesitate to contact me directly at (916)806-7529.

Sincerely,
Fire Insurance Exchange



Terri Holthaus
General Adjuster
(916)806-7529

08/13/2013

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SHORT TITLE: Haines v. Fire Insurance Exchange, et al.

CASE NUMBER

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? [X] YES CLASS ACTION? [] YES LIMITED CASE? [] YES TIME ESTIMATED FOR TRIAL 5-7 [] HOURS [X] DAYS

Item II. Indicate the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

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

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto Tort, Asbestos, Product Liability, Medical Malpractice, and Other Personal Injury/Property Damage/Wrongful Death.

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CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)		<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input checked="" type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

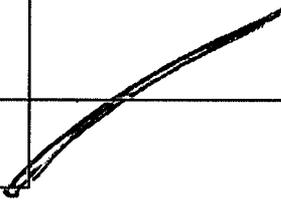
Miscellaneous Civil Petitions

08/13/2018

SHORT TITLE: Haines v. Fire Insurance Exchange, et al.

CASE NUMBER

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

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

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].



Dated: August 12, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

08/13/2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Howard S. Shernoff SBN: 263556
SHERNOFF BIDART ECHEVERRIA BENTLEY LLP
600 South Indian Hill Boulevard, Claremont, California 91711
TELEPHONE NO.: 909-621-4935 FAX NO.: 909-625-6915
ATTORNEY FOR (Name): Erica Haines

FOR COURT USE ONLY
FILED
Los Angeles Superior Court

AUG 13 2013

John A. Clarke, Executive Officer/Clerk
By Kathy Morales, Deputy
KATHY MORALES

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Stanley Mosk Courthouse on Hill St.

CASE NAME: Erica Haines v. Fire Insurance Exchange, et al.

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

CASE NUMBER:
BC518160
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

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

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use Form CM-015.)

Date: August 12, 2013
Howard S. Shernoff
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

08/13/2013

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

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

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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