

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
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CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County Of Los Angeles

FEB 20 2015

Sherri R. Carter, Executive Officer/Clerk  
By: Judi Lara, Deputy

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**  
LEONARD BLOOM; CITY OF CARSON; JAMES DEAR; U.S.  
CAPITAL, LLC

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
RAND RESOURCES, LLC; CARSON EL CAMINO, LLC

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:  
**(El nombre y dirección de la corte es):** Los Angeles Superior Court-Central  
111 N. Hill Street  
Los Angeles, CA 90012

CASE NUMBER:  
**(Número del Caso):** BC564093

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):**  
Joseph Ybarra; Huang Ybarra Singer & May LLP; 550 S. Hope St., Suite 1850, Los Angeles, CA 90071 (213) 8

DATE: **(Fecha)** \_\_\_\_\_ **SHERRI R. CARTER** Clerk, by **Judi Lara**, Deputy  
**(Secretario)** **(Adjunto)**

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

[SEAL]  
  
FEB 20 2015

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

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

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JOSEPH YBARRA (State Bar No. 218130)  
AARON M. MAY (State Bar No. 207751)  
HUANG YBARRA SINGER & MAY LLP  
550 South Hope Avenue, Suite 1850  
Los Angeles, CA 90071-1560  
Telephone: (213) 884-4900  
Facsimile: (213) 884-4910

Attorneys for Plaintiffs  
RAND RESOURCES, LLC AND CARSON EL  
CAMINO, LLC

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Superior Court of California  
County of Los Angeles

FEB 20 2015

Sherri R. Carter, Executive Officer/Clerk  
By: Judi Lara, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

RAND RESOURCES, LLC; and CARSON  
EL CAMINO, LLC,

Plaintiffs,

v.

CITY OF CARSON, JAMES DEAR,  
LEONARD BLOOM, U.S. CAPITAL,  
LLC and DOES 1 through 10, inclusive,

Defendants.

CASE NO. BC564093

**FIRST AMENDED COMPLAINT**

- (1) Breach of Contract;
- (2) Tortious Breach of Contract
- (3) Promissory Fraud
- (3) Fraud
- (4) Intentional Interference With Contract;
- (5) Intentional Interference With Prospective  
Business Advantage

**JURY TRIAL DEMANDED**



1 INTRODUCTION

2 1. Richard Rand is a real estate developer with a track record of successfully  
3 developing properties all over the globe. Beginning in 2008, Mr. Rand, through his companies  
4 Rand Resources, LLC (“Rand Resources”) and Carson El Camino, LLC, (“El Camino”)  
5 (collectively “Rand” or, with the exception of Mr. Rand, “Plaintiffs”), began working to bring  
6 one or more National Football League (“NFL”) franchises to the City of Carson (“the City”), with  
7 the team(s) to play its home games at a new, state-of-the-art sports and entertainment complex  
8 within the City.

9 2. In September 2012, Rand Resources entered into an Exclusive Agency Agreement  
10 (“EAA”) with the City, which made Rand Resources the City’s exclusive agent for the purpose of  
11 bringing, among other things, an NFL franchise to the City. Under the EAA, no one other than  
12 Rand Resources (or its agents and assignees, such as El Camino) was permitted to represent the  
13 City in negotiations or communications with the NFL. The EAA had an initial two-year term and  
14 provided for two automatic one-year extensions if reasonable progress was made towards  
15 bringing an NFL team to Carson.

16 3. During the term of the EAA, Rand worked diligently on bringing an NFL  
17 franchise to Carson, meeting with NFL executives and team owners, hiring architects to draft  
18 plans for a stadium, creating promotional materials, making pitches to investors around the globe,  
19 and meeting and communicating with City officials to discuss those efforts. All in all, Rand spent  
20 hundreds of thousands of dollars and a significant amount of time in efforts to bring the NFL to  
21 Carson.

22 4. Even though Rand was upholding its end of the EAA, the City, as it turns out, was  
23 not. On information and belief, beginning in at least the summer of 2013, City officials,  
24 including Mayor James Dear, began secretly meeting with Leonard Bloom, the managing director  
25 and Chief Executive Officer of U.S. Capital, LLC, , regarding bringing the NFL to Carson. On  
26 information and belief, even though Mr. Bloom was made aware of the EAA, he began acting as  
27 the de-facto agent of the City with respect to the NFL, in violation of the express terms of the  
28 EAA. For example, upon information and belief, Mr. Bloom and Mayor Dear met with NFL

1 executives in Beverly Hills, held meeting at City offices and elsewhere to raise money to bring an  
2 NFL team to the City, spoke with representatives of NFL teams, including the San Diego  
3 Chargers, about relocating to Carson, and even used promotional materials for a football stadium  
4 that copied information from materials created by Rand. Upon information and belief, Mr.  
5 Bloom did this with the knowledge and approval of Mayor Dear and other City officials.

6 5. In August 2014, Rand requested that the City approve the first of the two  
7 automatic extensions of the EAA. Despite Rand meeting all of the necessary conditions for the  
8 extension, the City refused to grant it. As Mayor Dear explained to Mr. Rand, the City “no longer  
9 needed” him because “we can do it ourselves.”

10 6. Plaintiffs reluctantly bring this action to recover for the City’s breach of its  
11 contractual agreement, the City’s and Mr. Dear’s fraud, and Mr. Bloom’s blatant and wrongful  
12 interference with Rand Resources’ contractual rights under the EAA. Rand accepted the risk that,  
13 despite its diligent efforts, the NFL may not come to Carson. But Rand accepted that risk in  
14 exchange for being named the City’s exclusive agent for the purpose of dealing with the NFL.  
15 The actions of Defendants entirely eviscerated that exclusivity, sabotaging any chance of success  
16 by Rand and fundamentally violating the express terms of the EAA.

#### 17 PARTIES

18 7. Plaintiff Rand Resources, LLC is and was at all relevant times a limited liability  
19 corporation organized under the laws of California, with its principal place of business in Los  
20 Angeles, California. Richard Rand is the sole Member of Rand Resources.

21 8. Plaintiff Carson El Camino, LLC is and was at all relevant times a limited liability  
22 corporation organized under the laws of California, with its principal place of business in Los  
23 Angeles, California. Richard Rand is the managing and controlling member of El Camino. El  
24 Camino is the fee owner of the Property (defined below). El Camino also has been an agent of  
25 Rand Resources with respect to bringing the NFL to Carson and is the assignee of Rand  
26 Resources with respect to its rights under the EAA.

27 9. Defendant City of Carson is a municipal corporation located within the State of  
28 California and in the County of Los Angeles.









1 FACTUAL BACKGROUND

2 **A. The Property**

3 22. Richard Rand is a successful real estate developer with decades of experience,  
4 having developed projects all over the world, including Southern California, Hawaii, Fiji, and  
5 Australia.

6 23. In March 2000, Rand Resources obtained an option to purchase 12 acres of land in  
7 Carson, California (the "Property"). The Property was located close to the intersection of the 405  
8 and 110 freeways, and Rand Resources intended to develop it, along with adjoining properties, as  
9 part of a 91-acre, \$100 million mixed-use retail project (the "Mixed-Use Project"). Rand  
10 Resources ultimately closed on the Property in 2003 and, shortly thereafter, transferred title to El  
11 Camino.

12 **B. The Prior Lawsuit**

13 24. Both the City and the Carson Redevelopment Agency ("RDA") made repeated  
14 assurances to Mr. Rand that the Mixed-Use Project would receive the necessary entitlements to  
15 go forward. However, shortly before a final decision was to be made on the issue, the then-  
16 Mayor of the City—Daryl Sweeney—demanded that Mr. Rand pay him a significant bribe in  
17 exchange for granting the entitlements. (Mr. Sweeney later pleaded guilty to unrelated charges of  
18 extortion and bribery and was sentenced to nearly 6 years in federal prison). Mr. Rand refused to  
19 pay the bribe and, after the City refused to grant him the necessary entitlements, filed suit against  
20 both the City and the RDA (*Richard Rand v. City of Carson, et al.*, CV 03-1913 GPS (PJWx)),  
21 alleging that the City and the RDA had violated his civil rights under color of law.

22 25. In December 2006, Mr. Rand prevailed at trial, and the jury found that Mr. Rand's  
23 civil rights had been violated. The City appealed the civil verdict, and Mr. Rand filed a cross-  
24 appeal seeking \$20,000,000 in compensatory damages.

25 **C. The Exclusive Negotiating Agreements**

26 26. In May 2008, while the Judgment was on appeal, Rand Resources and the RDA  
27 entered into an Exclusive Negotiating Agreement ("ENA"). The ENA provided that, in exchange  
28 for Mr. Rand staying the cross-appeal and not enforcing the Judgment, the RDA would provide

1 Rand Resources the exclusive right to negotiate with the RDA as to the terms of an Owner  
2 Participation Agreement (“OPA”) relating to, *inter alia*, the development of a  
3 sports/entertainment complex on 91-acres of land in Carson—a site that included, but was not  
4 limited to, the Property. Although Plaintiffs owned only a fraction of the 91-acre site, the  
5 remainder was subject to the jurisdiction of the RDA, and thus the RDA could exercise its power  
6 of eminent domain over the adjoining properties, thereby creating a site large enough for an NFL  
7 stadium.

8 27. The ENA was signed by the then-Chairman of the RDA, Mr. Dear. The term of  
9 the original ENA was 240 days, but allowed for two extensions of up to 60 days, which the RDA  
10 agreed to grant so long as Rand had made reasonable progress on certain specific obligations  
11 related to the development of a sports/entertainment complex on the site.

12 28. In August 2008, Rand Resources and the RDA entered into a First Amendment to  
13 the ENA, whereby the term of the agreement was extended for an additional three years. In June  
14 2011—two months before the First Amended ENA was to expire—Rand Resources and the RDA  
15 agreed to a Second Amendment to the ENA, whereby the ENA was extended through August 5,  
16 2012. In August 2012, the parties entered into a new two-year ENA, along the same general  
17 terms as the prior ENAs.

18 29. Pursuant to the ENAs, Rand worked diligently to develop a sports/entertainment  
19 complex on the site, including but not limited to efforts aimed at developing the site as the  
20 location for a new NFL stadium.

21 **D. The Exclusive Agency Agreement**

22 30. In 2012, Governor Brown dissolved the RDA (along with all other such agencies  
23 in the State), leaving questions as to Plaintiffs’ rights under the ENA. In part because of that  
24 uncertainty, Mr. Rand proposed, and the City agreed, that the parties enter into an Exclusive  
25 Agency Agreement (“EAA”). The EAA was formally entered into in September 2012. A true  
26 and correct copy of the EAA is attached hereto as Exhibit 1.

27 31. Under the EAA, the City agreed that Rand Resources or its assignee would  
28 become the exclusive agent of the City for the purpose of “coordinating and negotiating with the



1 NFL for the designation and development of an NFL football stadium in the City.” The EAA  
2 expressly stated that, during the term of the agreement, Rand was to be the “sole person”  
3 designated as the City’s agent for the scope of the agency, and the City “shall not engage,  
4 authorize or permit any other person or entity whomsoever to represent City, to negotiate on its  
5 behalf, or to otherwise act for the City in any capacity with respect to any subject matter falling  
6 within the Authorized Agency.”

7 32. The EAA was for a term of two years, but could be extended for two additional  
8 one-year periods. Further, the City—and, specifically, City Attorney Bill Wynder—represented  
9 to Mr. Rand and his counsel that, so long as Plaintiffs showed reasonable progress with respect to  
10 bringing an NFL franchise to Carson, the EAA would be extended, just as the ENA had been  
11 several times. To reflect this, the EAA states expressly that, “To the extent that such efforts are  
12 reasonably determined by the City to be consistent with the requirements of this Agreement, the  
13 City shall grant such extension request.”

14 33. Pursuant to the EAA, Plaintiffs expended significant time and resources in  
15 bringing an NFL team to Carson, including the following:

16 a. Retaining numerous advisors to deal with the NFL and issues regarding the  
17 potential sites, including several law firms, architectural firms, engineering firms, sports  
18 consultants, and project managers;

19 b. Engaging in a number of meetings with NFL officials and owners of  
20 various NFL franchises regarding the league’s interest in relocating a team to Carson;

21 c. Meeting with more than a dozen potential investors, including a trip to  
22 China; and

23 d. Designing promotional and marketing materials detailing the merits of  
24 Carson as the site for an NFL franchise and new stadium.

25 34. Rand’s efforts have raised the NFL’s interest in Carson as a potential site for an  
26 NFL franchise. Indeed, in recent months, NFL officials have stated, on multiple occasions, that  
27 the league has strong interest in Carson as a potential site for an NFL franchise. Further, the NFL  
28

1 recently retained a third-party to conduct a survey of Los Angeles-area residents as to their  
2 interest in having an NFL team relocate to the region.

3 **E. Leonard Bloom and U.S. Capital, LLC Interfere With Rand's Rights Under the**  
4 **EAA, And The City Breaches The EAA.**

5 35. Notably, when the RDA and the City agreed to the terms of the ENA and EAA,  
6 the Judgment remained in place and unsatisfied, as the litigation had been tolled. That remained  
7 the state of affairs until April 2013, when Mr. Rand reached a settlement with the City and the  
8 successor to the RDA.

9 36. On information and belief, shortly after the settlement was reached, the City  
10 stopped adhering to the terms of the EAA. Specifically, despite the EAA's requirements that  
11 Rand was to be the City's sole agent with respect to the NFL, upon information and belief,  
12 Leonard Bloom and U.S. Capital, LLC began acting as the City's agent and representative.  
13 Among other things, Leonard Bloom and U.S. Capital, LLC, with the knowledge and support of  
14 representatives of the City, including Mayor Dear, were contacting NFL representatives and  
15 purporting to be agents of the City with respect to bringing an NFL franchise to Carson. In so  
16 doing, Mayor Dear, Mr. Bloom and others at U.S. Capital, LLC would send each other  
17 "confidential" emails to discuss matters relating to building a stadium in Carson. Further, Mayor  
18 Dear regularly sent Mr. Bloom and U.S. Capital, LLC private and confidential City of Carson  
19 documents relating to development of an NFL stadium, and Mr. Bloom and Ms. Paul routinely  
20 ghostwrote letters for Mayor Dear that Mayor Dear put on his official letterhead and sent to third  
21 parties as part of their efforts to undermine the EAA. In addition, Mr. Bloom was using  
22 promotional materials that were derivative of those created and used by Rand in connection with  
23 meetings with NFL officials and others. The actions of Mr. Bloom, U.S. Capital, LLC, the City,  
24 and Mayor Dear were undertaken despite their awareness of the EAA and its terms. Indeed,  
25 Messrs. Bloom and Dear were involved in discussions with the City as to how to "get around" the  
26 EAA.

27 37. After hearing rumors about Mr. Bloom's activities with respect to the City and the  
28 NFL, Mr. Rand asked the Mayor about Mr. Bloom's involvement. The Mayor falsely told Mr.



1 Rand that he did not know Mr. Bloom and was not aware of what, if anything, Mr. Bloom was  
2 doing with respect to the City and the NFL. At a later time, Mr. Rand asked the Mayor to set up a  
3 meeting with Mr. Bloom. At that time the Mayor acknowledged he did know Mr. Bloom and told  
4 Mr. Rand that Mr. Bloom would not meet with him.

5 38. In August 2014, while the EAA was still in place, Mr. Bloom took the campaign to  
6 interfere with the EAA to an unprecedented new level. Upon information and belief, Mr. Bloom  
7 directed Linda Paul to form a new entity with the same exact name as Mr. Rand's company that  
8 entered into the EAA, Rand Resources, LLC. ("Rand Resources II.") Mr. Bloom created Rand  
9 Resources II, knowing full well that Mr. Rand's company, the true Rand Resources, was the  
10 signatory to the EAA.

11 39. During the term of the EAA, Rand had adhered to all of its obligations and  
12 requirements under the agreement and put forth all of the necessary efforts the EAA required of  
13 it. Prior to the expiration of the original term of the EAA, Rand sought to exercise its right to  
14 extend the agreement for another one-year period. To that end, Rand provided the City with an  
15 extension request and a report detailing its efforts to date and the anticipated steps to be  
16 undertaken in the extension period. Even though the EAA states that the City "shall grant such  
17 extension request" under those conditions, the City did not do so. The City's decision was  
18 contrary to that of Carson's Economic Development Commission, which voted unanimously (13-  
19 0) in favor of extending the EAA with Rand.

20 40. After Rand provided the City with its extension request but before the City voted  
21 on the extension, Mr. Bloom and Ms. Paul sent confidential emails to Mayor Dear and other City  
22 officials to try to schedule a meeting "as soon as possible" to discuss the joint agreement. Upon  
23 information and belief, Mr. Bloom and Ms. Paul met with Mayor Dear and at least one Carson  
24 councilperson prior to the EAA extension vote to discuss and conspire about how to breach the  
25 EAA and not extend it.

26 41. Days before the City voted not to extend the EAA, a meeting took place that was  
27 attended by Mr. Rand, his counsel, City Attorney Wynder, and City Manager Nelson Hernandez.  
28 At this meeting, Mr. Wynder indicated the City was not going to extend the EAA,

1 notwithstanding the City's prior promises to extend the agreement and the explicit terms of the  
2 EAA. Mr. Wynder further stated that the City had been "walking on eggshells" with Leonard  
3 Bloom and "did not need" Rand anymore.

4 42. The actions of the City, U.S. Capital, LLC and Mr. Bloom have caused significant  
5 harm to Rand, which has expended substantial time, energy, and resources in an effort to bring an  
6 NFL franchise to Carson. Specifically, Plaintiffs have spent hundreds of thousands of dollars of  
7 fees on consultants, architects, engineers, lawyers, and others—all in an effort to bring the NFL to  
8 Carson. Rand understood that its efforts may not produce an NFL team in Carson and accepted  
9 that risk in exchange for being the City's exclusive agent for dealing with the NFL—a  
10 designation that was necessary for credibility in dealing with NFL officials and provided  
11 Plaintiffs with the potential of earning significant payments should an NFL franchise decide to  
12 move to Carson and build an NFL stadium there. The actions of the City, Mr. Dear, U.S. Capital,  
13 LLC and Mr. Bloom entirely eviscerated that exclusivity, constituting a breach of the express  
14 terms of the EAA as well as the implied covenant of good faith and fair dealing and damaging  
15 Carson's chances of securing an NFL franchise. Further, U.S. Capital, LLC's and Mr. Bloom's  
16 interference caused the City to breach its prior representations and agreement to extend the EAA  
17 on a showing of reasonable progress—a showing that Rand more than satisfied.

18 43. In addition to hundreds of thousands of dollars in expenditures incurred by  
19 Plaintiffs and the lost opportunity to receive a multi-million dollar commission, Plaintiffs have  
20 lost other potential development opportunities with respect to the Property and incurred damage  
21 to its reputation as a real estate developer. Plaintiffs seek to recover for those harms in this  
22 action.



1 CAUSES OF ACTION

2 FIRST CAUSE OF ACTION

3 **(Breach of Contract; All Plaintiffs Against Defendant City of Carson)**

4 44. Plaintiffs Rand Resources and El Camino reallege and incorporate by reference the  
5 preceding paragraphs as though fully set forth here.

6 45. On September 4, 2012, the City of Carson ("City") entered into the Exclusive  
7 Agency Agreement ("EAA") with Rand Resources, LLC, ("Rand Resources") who assigned its  
8 interests in the EAA to Carson El Camino, LLC ("El Camino"). Rand Resources and Carson El  
9 Camino (collectively "Rand") fully performed all of their obligations under the EAA.

10 46. Pursuant to the EAA, Rand was to be the exclusive agent of the City for the  
11 purpose of "coordinating and negotiating with the NFL for the designation and development of an  
12 NFL football stadium in the City." The EAA expressly stated that, during the term of the  
13 agreement, Rand was to be the "sole person" designated as the City's agent for the scope of the  
14 agency, and the City "shall not engage, authorize or permit any other person or entity  
15 whomsoever to represent City, to negotiate on its behalf, or to otherwise act for the City in any  
16 capacity with respect to any subject matter falling within the Authorized Agency."

17 47. The City of Carson breached the EAA by, among other things, not adhering to its  
18 promise to make Rand the exclusive agent of the City. Beginning in at least 2013 and continuing  
19 through The City engaged, authorized, and permitted other persons and entities, specifically  
20 Leonard Bloom and his associates, entities, and employees, to represent the City and negotiate on  
21 the City's behalf, and act for the City with respect to bringing the NFL to the City and developing  
22 a football stadium.

23 48. The EAA was for an initial term of two years commencing on September 4, 2012  
24 and ending on September 4, 2014. The EAA provided that "the City shall grant" Rand up to two  
25 one-year extensions to the initial term if Rand made reasonable efforts to bring the NFL to Carson  
26 consistent with the EAA, which it did. To obtain such an extension, Rand had to (1) make an  
27 extension request to the City and (2) provide the City a report indicating its efforts to date and the  
28 anticipated steps it planned to undertake during the extension report.

1           49.    In July 2014, Rand made an extension request to the City and provided the City  
2 with a report indicating, in specific terms, the efforts of Rand to date and the anticipated steps to  
3 be undertaken in the extension period. Despite fully complying with all of Rand's obligations  
4 under the EAA and making progress towards bringing an NFL team to Carson, the City again  
5 breached the EAA by failing to grant the extension request. The City's decision to deny the EAA  
6 extension was not reasonably determined and, upon information and belief, was done, for among  
7 other reasons, to conceal its previous breach of the EAA and illicit relationship with Mr. Bloom.  
8 In addition, the City's decision was contrary to that of Carson's Economic Development  
9 Commission, which voted unanimously (13-0) in favor of extending the EAA with Rand.

10           50.    The City's actions also violated the EAA's implied covenant of good faith and fair  
11 dealing. The City did not act in good faith in performing the EAA and engaged in objectionably  
12 unreasonable conduct.

13           51.    As a direct and proximate result of the City's breach, Plaintiffs have been damaged  
14 in an amount to be proven at trial, including but not limited to the loss of hundreds of thousands  
15 of dollars that Plaintiffs expended in attempting to bring an NFL franchise to the City, the lost  
16 opportunity to receive a multi-million dollar commission, the loss of other potential development  
17 opportunities with respect to the Property, and damage to their reputation.

18  
19   **SECOND CAUSE OF ACTION**

20   **(Tortious Breach of Contract; All Plaintiffs Against Defendant City of Carson)**

21           52.    Plaintiffs Rand Resources and El Camino reallege and incorporate by reference the  
22 preceding paragraphs as though fully set forth here.

23           53.    The City's breach of the EAA was done willfully, intentionally, and accompanied  
24 by and breached through acts of fraud and deceit.

25           54.    The City took actions to cover-up and conceal its breach of the EAA from Rand.  
26 For example, the City met in secret with Mr. Bloom and others to discuss bringing the NFL to  
27 Carson and did not inform Rand about those clandestine meetings. Further, even though Mayor  
28 Dear was aware of the secret meetings with Mr. Bloom and his interactions with the NFL, Mayor



1 Dear falsely told Mr. Rand that he did not know Mr. Bloom and was not aware of what, if  
2 anything, Mr. Bloom was doing with respect to the City and the NFL. Moreover, prior to  
3 entering into the EAA, the City Attorney, Mr. Wynder, falsely told Mr. Rand that, so long as  
4 Rand showed reasonable progress with respect to bringing an NFL franchise to Carson, the EAA  
5 would be renewed.

6 55. Upon information and belief, the City conspired with and acted in concert with Mr.  
7 Bloom and his entities and associates to breach the EAA and to conceal and cover-up its breach.  
8 Mr. Bloom, among other things, registered a company with the same name as Rand Resources to  
9 use in Mr. Bloom's efforts to work with the City in bringing an NFL franchise to Carson.

10 56. As a direct and proximate result of the City's tortious breach of contract, Plaintiffs  
11 have been damaged in an amount to be proven at trial, including but not limited to the loss of  
12 hundreds of thousands of dollars that Plaintiffs expended in attempting to bring an NFL franchise  
13 to the City, the lost opportunity to receive a multi-million dollar commission, the loss of other  
14 potential development opportunities with respect to the Property, and damage to its reputation.

### 15 16 THIRD CAUSE OF ACTION

#### 17 **(Promissory Fraud; All Plaintiffs Against Defendant City of Carson)**

18 57. Plaintiffs Rand Resources and El Camino reallege and incorporate by reference the  
19 preceding paragraphs as though fully set forth here.

20 58. In August 2012 prior to Rand entering into the EAA, City Attorney Bill Wynder,  
21 acting on behalf of the City, told Mr. Rand that, even though the EAA only initially provided for  
22 a term of two years, the City would extend the EAA for the two years beyond that period, just as  
23 it had with the ENA, so long as Rand showed reasonable progress with respect to bringing an  
24 NFL franchise to Carson. This was a material promise to Rand and Rand would not have entered  
25 into the EAA without this promise.

26 59. Upon information and belief, Mr. Wynder, on behalf of the City, made this  
27 promise having no intention at the time to honor it but rather to deceive and induce Rand into  
28 entering the EAA.











1 extended and intended to interfere with Plaintiffs' prospective economic advantage from such  
2 extension, including by using as his own promotional materials created by Plaintiffs, at great time  
3 and expense. Defendant Bloom's and Defendant U.S. Capital, LLC's actions were wrongful and  
4 unlawful.

5 78. On information and belief, Defendant Bloom and Defendant U.S. Capital, LLC  
6 acted with fraud, oppression, and/or malice in unlawfully interfering with Plaintiffs' prospective  
7 economic advantage.

8 79. Notwithstanding the City's representations, and on account of interference from  
9 Defendant Bloom and Defendant U.S. Capital, LLC, the City declined to extend the EAA past its  
10 original term, which ended on September 4, 2014.

11 80. As a direct and proximate result of Defendant Bloom's and Defendant U.S.  
12 Capital, LLC's conduct, Plaintiffs have damaged in an amount to be proven at trial, including but  
13 not limited to the lost opportunity to secure an agency fee for bringing an NFL franchise to the  
14 City.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Rand Resources, LLC and Carson El Camino, LLC pray for judgment against the City of Carson, James Dear, U.S. Capital, LLC, and Leonard Bloom and DOES 1-10 as follows:

- A. For compensatory damages in an amount to be proven at trial;
- B. For pre-judgment interest to the fullest extent permitted by law;
- C. For the costs and attorneys' fees incurred by Plaintiffs in this lawsuit;
- D. For punitive damages as against all defendants other than City; and
- E. For such other and additional relief as the Court deems just and proper.

DATED: February 20, 2015

HUANG YBARRA SINGER & MAY LLP  
JOSEPH J. YBARRA  
AARON M. MAY

By:   
JOSEPH J. YBARRA  
Attorneys for Plaintiffs RAND RESOURCES,  
LLC and CARSON EL CAMINO, LLC



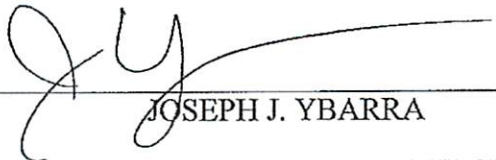
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial.

DATED: February 20, 2015

HUANG YBARRA SINGER & MAY LLP  
JOSEPH J. YBARRA  
AARON M. MAY

By:   
JOSEPH J. YBARRA

Attorneys for Plaintiffs RAND RESOURCES,  
LLC and CARSON EL CAMINO, LLC

**EXHIBIT 1**



1. Exclusive Agency Period. City hereby appoints Agent as its sole and exclusive agent for the period commencing on September 4, 2012 and ending on September 4, 2014 (the "Term") solely for the purpose of:

(a) coordinating and negotiating with the NFL for the designation and development of an NFL football stadium ("NFL Stadium") in the City;

(b) facilitating the execution of appropriate agreements between the NFL and the City documenting the designation and development of the Property as an NFL Football Stadium (collectively, the "NFL Agreements"); and

**NOW, THEREFORE, the parties hereto agree as follows:**

- D. The City wishes to appoint Agent as its sole and exclusive agent for the purpose of negotiating with the NFL for the development of a sports entertainment complex (including, without limitation as a stadium suitable to the exhibition of professional football games by a football team franchised by the NFL) in the City, and the Agent wishes to accept such appointment, on the terms and conditions hereinafter provided.
- C. The Agent has submitted an application ("Application") to the National Football League ("NFL") for the development of the Property as a sports entertainment and cultural retail complex, together with such appurtenant and accessory facilities or uses as are consistent and compatible with a sports entertainment complex (the "Project").
- B. The possible development of the Property has been the subject of litigation between the parties hereto in connection with the case styled as *Rand v. City of Carson, et al.*, Case No. CV 03-1913 GPS (PJWx) in the United States District Court for the Central District of California (the "Action"), in which judgment was entered on December 11, 2006 in favor of the plaintiff, Richard Rand, in the amount of \$826,944.11, inclusive of attorneys fees and costs, plus interest (the "Judgment").
- A. An affiliate of Agent is the fee owner of approximately 12 acres of an approximately 91 site (collectively "the Property"), which Property, including the 12 acres owned by Agent's affiliate, is shown in Exhibit "A". The remaining approximately 79 acres of the Property is currently owned by third parties (the "Third Party Properties"). Substantial portions of the Property are environmentally contaminated with hazardous materials and will require environmental remediation.

**RECITALS:**

This EXCLUSIVE AGENCY AGREEMENT (this "Agreement") is made and entered into as of September 4, 2012 (the "Effective Date"), by and between the CITY OF CARSON, a general law city & municipal corporation (the "City"), and RAND RESOURCES, LLC, a California limited liability company (the "Agent"), with reference to the following facts.

**EXCLUSIVE AGENCY AGREEMENT**

*Handwritten signatures and notes:*  
 Confirmed copy  
 Aug 26 - [Signature]  
 Staff Report



(c) performing such other services as may be reasonably requested by City in connection with this Agreement (collectively, with the services specified in subparagraphs (a) and (b) above, the "Services"), and hereby grants to Agent the exclusive right to perform the Services subject to the terms and conditions set forth herein.

The powers and authority granted to Agent during the Term pursuant to the foregoing subparagraphs (a) through (c) for the purpose of negotiating with the NFL for the designation and development of an NFL Stadium in the City are referred to herein as the "Authorized Agency."

2. Exclusivity and Non-Circumvention. During the Term of this Agreement, City's appointment of Agent as its agent for the Authorized Agency shall be exclusive such that (i) Agent shall be the sole person designated as the agent of City for the Authorized Agency during the Term, and (ii) City shall not engage, authorize or permit any other person or entity whomsoever to represent City, to negotiate on its behalf, or to otherwise act for City in any capacity with respect to any subject matter falling within the Authorized Agency. In addition, City shall not itself, through its officials, employees or other agents, contact or attempt to communicate with the NFL or any agent or representative of the NFL or accept offers from the NFL or its agents or representatives to communicate directly with the NFL or any of NFL's designated agents or representatives (including, without limitation, its legal counsel) with regard to the Authorized Agency. From and after the date of this Agreement, and throughout the Term, City covenants and agrees to refer exclusively to Agent all offers and inquiries received by City from the NFL and its agents or representatives.

3. Representative of Agent; Consultation; Marketing of the Property; Approvals.

(a) In connection with the Services to be performed by Agent pursuant to the terms of this Agreement, the initial representative of Agent responsible for the coordination of the performance of such Services shall be Richard R. Rand ("Agent's Representative"). Agent shall not replace such Agent's Representative without City's prior consent, which consent shall not be withheld unreasonably. Agent's Representative shall be available at all reasonable times during the Term of this Agreement for consultation with City, and City agrees to make available appropriate employees and officials of City at all reasonable times to consult with Agent and the NFL (but only through Agent, and only if requested by Agent).

(b) City additionally grants Agent authorization to market the Property through digital imaging and all other marketing material necessary for the Agent's efforts to market the Property for the NFL Stadium use.

(c) Agent shall at all times to the best of the ability, experience, and talents of Agent and its employees and representatives, perform the Services pursuant to the express and implied terms hereof to the reasonable satisfaction of City, and all such Services performed by Agent shall be performed in a manner consistent with those performed by similar agents offering comparable services to municipalities.



7. Extension. The Term may be extended by the mutual written consent of the parties for up to two (2) additional periods of one (1) year. The City's City Manager, or designee, may grant such extension upon receipt of an extension request and a report from Agent indicating in specific terms the efforts of Agent to date and the anticipated steps to be undertaken in the extension period for completion of the applicable planning and negotiation phases of the Project. To the extent that such efforts are reasonably determined by the City to be consistent with the requirements of this Agreement, the City shall grant such extension request. The granting of any extension pursuant to this Section 5 shall be within the sole and unfettered discretion of the City.

6. Hazardous Materials Notification(s). The parties acknowledge and agree that during the term of this Agreement the City may provide statutory notice to the owners of the Property, pursuant to the requirements of the Polanco Redevelopment Act (California Health & Safety Code §§ 33459 et seq.), requesting submission of a proposed remedial action plan for the remediation of hazardous materials located on the all or some lesser included portion of the Property.

5. Tolling of the Judgment. Except as otherwise set forth herein, during the entire term of this Agreement, (a) neither the Agent, nor Mr. Richard Rand, nor any of their principals, affiliates, agents, or attorneys shall seek to enforce the judgment or further perfect its cross-appeal against the City in the Action; (b) nor shall any interest accrue on the amount of the judgment; provided however, nothing herein contained shall preclude Developer from collecting judgment, with interest and all other amounts due in respect of the judgment, from the State of California (as successor to the Agency). Notwithstanding the foregoing, nothing herein contained shall prohibit Developer or its principals, affiliates, agents, or attorneys from seeking to enforce the judgment or further perfecting its cross-appeal against the City if the City accepts any application(s) for development, entitlement, or discretionary land use permits from owners or tenants of the Third Party Properties, including, but not limited to, any application from the owner or tenant of a Third Party Property for the development of a project on the Property that is functionally equivalent to the Project for which the Developer has already submitted the Application.

4. Obligations of City. During the Term, the City staff shall be available to meet with Agent to discuss the Project, so that Agent shall have sufficient input to prepare its full proposal for the Project.

(d) Agent shall not have the right, power or authority to execute any agreements (including, without limitation, any NFL Agreements) in the name of, or on behalf of, City without the prior written consent of City's City Council. City hereby expressly reserves its constitutional and statutory obligations to conduct an independent review of, and retain its governmental discretion and oversight duties over, the issuance of such land use entitlements, building, construction or other permits for, or other approvals as may be required by federal, state, and local ordinance, statute or regulation within the power and authority of City regarding the development and construction of any NFL Stadium provided for in the NFL Agreements.



8. Termination. Either party may terminate this Agreement if the other party fails to comply with and perform in a timely manner, to the reasonable satisfaction of the first party, all provisions hereof to be performed by the other party. The party seeking to terminate this Agreement shall give ten (10) days written notice to the other party which specifies any dissatisfaction by the first party, including the opinion that the other party is not diligently prosecuting the performance of its obligations hereunder, and the first party shall not terminate this Agreement if the other party cures the deficiency specified in the notice to the reasonable satisfaction of the first party within such ten (10) day period.

9. No Predetermination of City Discretion. The parties agree and acknowledge that this Agreement does not obligate either the City or the Agent to enter into any agreement or other instrument for development of the Project, and approval of any such agreement or instrument for development of the Project shall require the approval of both parties, with City's City Council giving its approval, if at all, only after consideration of the agreement or other instrument for development of the Project at a regular meeting of the City Council and following all other proceedings required by law.

10. No Other Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the parties and no representations have been made by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. All prior negotiations, written or oral, between the parties are superseded by this Agreement. This Agreement may not be altered, amended or modified except by a writing executed by both parties.

11. Prohibition Against Assignment By Agent. This Agreement shall not be assigned by Agent without the City's prior written consent, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, the City agrees that the City's approval shall not be required in connection with any assignment of this Agreement to an individual, sole proprietorship, limited liability company, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity or party, who now or hereafter directly or indirectly controls, is controlled by, is under common control with or is a director, officer or member of Agent. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the securities, having ordinary voting power for the entity, or the direct or indirect power to direct the management and policies of a business.

12. Attorneys' Fees. If either party should bring any legal proceeding relating to this Agreement, or to enforce any provision hereof, the party in whose favor judgment is rendered shall be entitled to recover reasonable attorneys' fees and expenses of litigation from the other.

13. Notices. Any notice which is required or permitted to be given hereunder shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery or (b) two



(2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

If to Agent:                   Rand Resources, LLC  
10751 Wilshire Blvd., Suite 1207  
Los Angeles, California 90024  
Attn: Mr. Richard Rand  
Phone: (310) 466-4251  
Fax: (310) 470-0035

With a copy to:               Keith Berglund  
The Berglund Group  
149 S. Barrington Ave., #181  
Los Angeles, California 90049  
Phone: (310)567-6070  
Fax: (310)564-0327

If to City:                    City of Carson  
701 East Carson Street  
Carson, California 90745  
Attention: City Manager  
Phone: (310) 830-7600.  
Fax: (310) 835-5749

With a copy to:               Aleshire & Wynder, LLP  
Continental Park Terrace,  
Suite 475  
2361 Rosecrans Avenue  
El Segundo, California 90245-4916  
Phone: (949) 223-1170  
Fax: (949) 223-1170  
Attn: William W. Wynder, Esq.

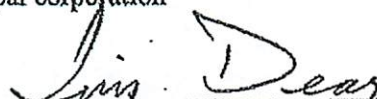
14. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of, the State of California.

15. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

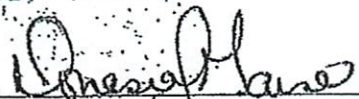
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**"CITY:"**

**CITY OF CARSON**, a general law city & municipal corporation

By:   
Mayor Jim Dear

**ATTEST:**

By:   
Donesha L. Gause, City Clerk

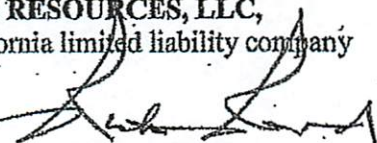
**APPROVED AS TO FORM:**

Aleshire & Wynder, LLP

By:   
City Attorney

**"AGENT:"**

**RAND RESOURCES, LLC**,  
a California limited liability company

By:   
Name: Richard R. Rand  
Title: Member

[END OF SIGNATURES]



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)**

Case Number \_\_\_\_\_

**BC 564093**

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Daniel Buckley	1	534	Hon. Malcolm H. Mackey	55	515
Hon. Barbara A. Meiers	12	636	Hon. Michael Johnson	56	514
Hon. Terry A. Green	14	300	Hon Rolf M. Treu	58	516
Hon. Richard Fruin	15	307	Hon. Michael L. Stern	62	600
Hon. Rita Miller	16	306	Hon. Mark Mooney	68	617
Hon. Richard E. Rico	17	309	Hon. William F. Fahey	69	621
Hon. Kevin C. Brazile	20	310	Hon. Soussan G. Bruguera	71	729
Hon. Robert L. Hess	24	314	Hon. Ruth Ann Kwan	72	731
Hon. Yvette M. Palazuelos	28	318	Hon. Rafael Ongkeko	73	733
Hon. Barbara Scheper	30	400	Hon. Teresa Sanchez-Gordon	74	735
Hon. Mary H. Strobel	32	406			
Hon. Michael P. Linfield	34	408			
Hon. Gregory Alarcon	36	410	<b>Hon. Emilie H. Elias</b>	<b>324</b>	<b>CCW</b>
Hon. Maureen Duffy-Lewis	38	412			
Hon. Michelle R. Rosenblatt	40	414			
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Frederick C. Shaller	46	500			
Hon. Debre Katz Weintraub	47	507			
Hon. Elizabeth Allen White	48	506			
Hon. Deirdre Hill	49	509			
Hon. John L. Segal	50	508			
Hon. Mitchell L. Beckloff	51	511	<b>*Provisionally Complex Non-Class Action Cases</b>		
Hon. Susan Bryant-Deason	52	510	Assignment is Pending Complex Determination	324	CCW
Hon. Steven J. Kleifield	53	513			
Hon. Ernest M. Hiroshige	54	512			

**\*Complex**

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(k). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on NOV 17 2014 By SHERKINIA BOLDEN, Executive Officer/Clerk  
Deputy Clerk

## INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

### APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

### PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

### CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

### TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

### FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

### SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

**This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.**



## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles

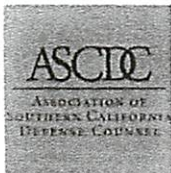


Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – DISCOVERY RESOLUTION</b>		CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;



SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.





NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved to Court's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

CASE TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_<sup>(INSERT DATE)</sup> for the complaint, and \_\_\_\_\_<sup>(INSERT DATE)</sup> for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
  - Request for Informal Discovery Conference
  - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>		CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.



STIPULATION AND ORDER - MOTIONS IN LIMINE

The following parties stipulate:

SHORT TITLE:	CASE NUMBER:
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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER

✓

✓

✓

✓

✓

✓

✓

(ATTORNEY FOR PLAINTIFF)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR )

(ATTORNEY FOR )

(ATTORNEY FOR )

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph Ybarra (SBN #218130)/Aaron M. May (SBN #207751) Huang Ybarra Singer & May LLP 550 S. Hope St., Ste. 1850 Los Angeles, CA 90071 TELEPHONE NO.: (213) 884-4900 FAX NO.: (213) 884-4910 ATTORNEY FOR (Name):	FOR COURT USE ONLY  <b>CONFORMED COPY ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>NOV 17 2014</b>  Sherri R. Carter, Executive Officer/Clerk By Shaunya Bolden, Deputy
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, CA 90012 BRANCH NAME: Central	CASE NAME: Rand Resources, LLC and Carson El Camino, LLC v. Leonard Bloom
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: <b>BC 564093</b> JUDGE: DEPT:	

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

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): Two-Intentional interference with contract, prospective economic advantage
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: Aaron M. May (TYPE OR PRINT NAME)      (SIGNATURE OF PARTY OR ATTORNEY-FOR PARTY)

**NOTICE**

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



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

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



SHORT TITLE: Rand Resources v. Bloom	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 10  HOURS/  DAYS

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

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

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

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

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

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ul> | <ul style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location where defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ul> |
|---|---|

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.



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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
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	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.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input 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 checked="" 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.	
Real Property	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	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Rand Resources v. Bloom	CASE NUMBER
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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
Judicial Review	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.
Provisionally Complex Litigation	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	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.
Miscellaneous Civil Complaints	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.
Miscellaneous Civil Petitions	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.



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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: Rand Resources LLC 10751 Wilshire Blvd., Ste. 1207
CITY: Los Angeles	STATE: CA	ZIP CODE: 90024

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: 11/17/14

  
 (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.

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863 3319

STATE	CA
COUNTY	DEVI

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

1. Plaintiff's Complaint & supporting documents (must be filed with the Court)
2. Civil Case Cover Sheet, Judicial Case Cover Form CIV-510
3. Case Cover Sheet at Defendant's expense and statement of assets (LASC Form LA-100, LASC Approved 04/18/18)

Additional copies of documents to be submitted by the Court Clerk to the Court will be required. Not under 15 years of age will be required to Court in certain cases & documents must be served along with the summons and complaint or other pleading filed with the Court.

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

1. Plaintiff's Complaint & supporting documents (must be filed with the Court)
  2. Civil Case Cover Sheet, Judicial Case Cover Form CIV-510
  3. Case Cover Sheet at Defendant's expense and statement of assets (LASC Form LA-100, LASC Approved 04/18/18)
- Additional copies of documents to be submitted by the Court Clerk to the Court will be required. Not under 15 years of age will be required to Court in certain cases & documents must be served along with the summons and complaint or other pleading filed with the Court.

CIVIL CASE COVER SHEET ABDEHON  
AND STATEMENT OF