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A6004

Paul Ottosi (S.B. # 69250)
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FILED
Superior Court of California
County of Los Angeles

OCT 17 2014

Attorney for in Pro-Per and
on behalf of Plaintiff Ron Geithelm

Sherri R. Carter, Executive Officer/Clerk
By M. Soto Deputy
Moses Soto

D-71 SUZANNE G. BRUGUERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR

THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

RON GEITHEIM; and PAUL OTTOSI,

Case No.:

BC560905

Plaintiffs,

PLAINTIFF'S COMPLAINT FOR:

vs.

1. DECLARATORY RELIEF;
2. CONVERSION;
3. NEGLIGENCE;
4. MONEY HAD AND RECEIVED;
5. QUANTUM MERUIT; and
6. VIOLATION OF UNFAIR
COMPETITION LAW, Bus. & Prof.
Code § 17200

INFINITY PROPERTY AND CASUALTY
CORPORATION, an Ohio corporation; INFINITY
INSURANCE COMPANY, an Indiana corporation;
KAISER FOUNDATION HEALTH PLAN, INC., a
California corporation; THE RAWLINGS
COMPANY, LLC, a Kentucky limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Plaintiffs Ron Geithelm and Paul Ottosi allege as follows:

Jurisdiction and Venue

1. All of the relevant events and circumstances occurred within the State of California, County of Los Angeles, and all parties to this action reside within the State of California, County of Los Angeles or maintain their principal place of business within the State of California, County of Los Angeles.

CIT/CASE: BC560905
LEA/DEF#: 11
RECEIPT#: CHS0880040
DATE PAID: 10/17/14 11:50 AM
PAYMENT: \$435.00
RECEIVED: 310
CASH: \$435.00
CASH: \$0.00
CASH: \$0.00
CASH: \$0.00

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Parties

2. Plaintiff Ron Geitheim is now, and at all times relevant herein, was, a resident of the State of California, County of Los Angeles.

3. Plaintiff Paul Ottosi is now, and at all times relevant herein, was, a resident of the State of California, County of Los Angeles. Plaintiff Ottosi is now, and at all times relevant herein, was, an attorney at law, licensed to practice before all Courts of the State of California.

4. Plaintiffs are informed and believe and, based thereon, allege that Defendant Infinity Property and Casualty Corporation ("Infinity Property") is a corporation, organized and existing under the laws of the State of Ohio with its principal place of business located at 3700 Colonnade Parkway, Suite 600, Birmingham, Alabama 35243.

5. Plaintiffs are informed and believe and, based thereon, allege that Defendant Infinity Insurance Company ("Infinity Insurance") is a corporation, organized and existing under the laws of the State of Indiana, with its principal places of business located at 2555 East 55th Place, Suite 209, Indianapolis, Indiana 46220 and 3700 Colonnade Parkway, Birmingham, Alabama 35243.

6. Plaintiffs are informed and believe and, based thereon, allege that Defendant Infinity Insurance is a wholly owned subsidiary of Defendant Infinity Property. Hereinafter, Defendants Infinity Insurance and Infinity Property shall be collectively referred to as "Infinity."

7. Plaintiffs are informed and believe and, based thereon, allege that Defendant Kaiser Foundation Health Plan, Inc. ("Kaiser") is a corporation, organized and existing under the laws of the State of California, with its principal place of business located at One Kaiser Plaza, Oakland, California 94612.

8. Plaintiffs are informed and believe and, based thereon, allege that Defendant The Rawlings Company, LLC ("Rawlings") is a limited liability company, organized and existing under the laws of the State of Kentucky, with its principal place of business located at One Eden Parkway, LaGrange, Kentucky 40031.

Doe Defendants

9. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein as DOES and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this complaint

1 to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and,
2 based thereon, allege that each of the fictitiously named Defendants is negligently, contractually, or
3 otherwise responsible, directly or indirectly, in whole or in part, for the occurrences alleged in this
4 complaint, and Plaintiffs' injuries, as alleged herein, were proximately caused by the actions of such
5 DOE Defendants.

6 10. Plaintiffs are informed and believe and, based thereon, allege that, at all times relevant
7 herein, each of the Defendants identified herein, including, but not limited to, those named as DOES,
8 were acting as agents, principals, representatives, proxies, guardians, surrogate, alter egos, or otherwise,
9 on behalf of the other Defendants, collectively or individually, and thus, each such identified
10 Defendants, including, but not limited to those names as DOES, are individually or collectively, directly
11 or indirectly, in whole or in part, or vicariously or otherwise liable for the acts or omissions of the other
12 Defendants, individually or collectively.

13 Relevant Facts

14 11. Plaintiff Geitheim and Defendant Kaiser, directly or indirectly, entered into a contract
15 ("Kaiser Contract"), the terms of which provided that in return for periodic payments made by Plaintiff
16 Geitheim, Plaintiff Geitheim would receive medical treatment – at a medical facility affiliated with
17 Defendant Kaiser – without additional cost to Plaintiff Geitheim.

18 12. Defendant Infinity had also issued an auto insurance policy ("Infinity/Salazar Policy") to
19 an individual by the name of Benjamin Salazar.

20 13. On October 29, 2010, a vehicle operated by Plaintiff Geitheim collided ("October
21 Accident") with another automobile, driven by Luis Antonio Tarula, which had been insured under the
22 Infinity/Salazar Policy.

23 14. Plaintiff Geitheim received medical treatment from a medical facility affiliated with
24 Defendant Kaiser. At the times when Plaintiff Geitheim received the medical treatment, all amounts due
25 under the Kaiser Contract had been paid, and – pursuant to the terms of the Kaiser Contract – no monies
26 were due from Plaintiff Geitheim to Defendant Kaiser.

27 15. Plaintiff Geitheim retained the services of Plaintiff Ottosi sometime in November, 2010
28 in connection with the October Accident.

1 16. In addition, Plaintiff Geitheim made, and asserted, a claim under the Infinity/Salazar
2 Policy for injuries Plaintiff Geitheim sustained in the October Accident.

3 17. On February 9, 2011, Plaintiff Ottosi received a letter from Michelle L. McDonald
4 ("February 2011 Letter"), who identified herself as a "Senior Recovery Analyst," employed by
5 Defendant Rawlings. Plaintiff is informed and believes that Defendant Rawlings is in the business of
6 collecting subrogation claims on behalf of medical providers and insurers, such as Defendant Kaiser.

7 18. In the February 2011 Letter, Ms. McDonald claimed that Defendant Kaiser had a valid
8 lien ("Kaiser Lien") against any recovery obtained by Defendant Geitheim, based on a contractual
9 provision in the Kaiser Contract:

10 This letter shall serve as notice that our client has a lien for medical
11 benefits paid or furnished on behalf of the patient in the above referenced
12 matter. This lien applies to any recovery obtained. . . . The Kaiser
13 membership agreement grants Kaiser a first priority lien on the proceeds of
14 any judgment or settlement that the member obtains against a third party
15 because of the member's injuries or illnesses. . . . Because you are on
16 notice of our client's lien, you must retain possession of any such
17 judgment or settlement if and when the proceeds come into your
18 possession.

19 19. At the time the February 2011 letter was sent by Ms. McDonald, Plaintiff challenged the
20 existence and efficacy of any subrogation clause in the Kaiser Contract, or any putative lien predicated
21 on the supposed subrogation clause, and Plaintiff owned no money to Defendant Kaiser.

22 20. On or about January 15, 2013, Ms. McDonald sent Mr. Ottosi a further correspondence
23 on behalf of Kaiser, claiming that she had reached an agreement with Plaintiff Ottosi with respect to the
24 Kaiser Lien: "I am writing to confirm our agreement to compromise and settle Kaiser's above-referenced
25 TPL Lien claim in the final amount of \$961.65. . . . Please forward the settlement funds as soon as
26 possible."

27 21. Plaintiff Ottosi immediately wrote Ms. McDonald on January 16, 2013, and disputed her
28 claim that an agreement had been reached as to the Kaiser Lien.

 22. Meanwhile, Defendant Infinity had agreed to settle Plaintiff Geitheim's bodily injury
claim for \$8,000. However, without receiving authority from either Plaintiff Geitheim or Plaintiff
Ottosi, in mid-January, 2013, Defendant Infinity had forwarded a check to Defendant Rawlings to satisfy
the disputed Kaiser Lien. Specifically, Defendant Infinity sent Plaintiff Ottosi a check in the amount of

1 \$7,038.35 made payable to Plaintiffs Ottosi and Geithem. Defendant Infinity then sent Defendant
2 Rawlings a check for \$961.65, made payable to Defendant Rawlings, only.

3 23. The Kaiser Lien was allegedly founded on a ostensible clause in the Kaiser Contract, and
4 it was not authorized or valid under any California statute. Defendant Infinity, therefore, had no duty to
5 directly pay Defendants Rawlings or Kaiser the claimed lien amount. Furthermore, neither Plaintiff
6 Geithem or Ottosi authorized Defendant Infinity, or any Infinity employee to directly pay Defendants
7 Rawlings or Kaiser the claimed lien amount.

8 24. Defendant Infinity acknowledged that it had erred by sending the \$961.65 check to
9 Defendant Rawlings. On February 8, 2013, Ed Clement, an Infinity employee and Senior Claims
10 Adjuster, sent Plaintiff Ottosi a faxed note in which he stated: "I thought I had mailed the check to your
11 office, but it appears I sent it to Rawlings payable only to Rawlings for your client's account."

12 25. Plaintiffs have demanded that Defendant Infinity issue a replacement draft made payable
13 to Plaintiffs Geithem and Ottosi and Defendant Kaiser, to be held until the dispute over the Kaiser Lien
14 could be resolved. Defendant Infinity, however, has failed and refused to issue the replacement check.

15 26. Plaintiffs have demanded that Defendants Rawlings and Kaiser either return the \$961.65
16 draft to Defendant Infinity, or turn it over to Plaintiffs, but they have also failed and refused to return or
17 release the check, or the proceeds from the check.

18 27. At no time did Plaintiff Geithem owe Defendant Kaiser any money, and Defendant
19 Kaiser was not, therefore, Plaintiff Geithem's creditor. Plaintiffs have therefore demanded that
20 Defendants Rawlings and Kaiser compensate Plaintiffs for the attorneys fees incurred in obtaining any
21 recovery paid to Defendants Rawlings or Kaiser, but, again, they have refused to pay, or return funds
22 equal to the amount of such attorneys fees.

23 **First Cause of Action**

24 **Declaratory Relief**

24 (By Plaintiffs Geithem and Ottosi against Defendants Rawlings, Kaiser and Does 1 through 10)

25 28. Plaintiffs reallege paragraphs 1 through 27 of this complaint as if fully set forth herein
26 and incorporate same by reference.

27 29. An actual controversy has arisen and now exists between Plaintiffs, on the one hand, and
28 Defendants Rawlings and Kaiser, on the other hand, regarding their respective rights, duties and

1 obligations under the Kaiser Contract and the Kaiser Lien.

2 30. Plaintiff Geitheim claims that Defendants Rawlings and Kaiser are not entitled to any
3 portion of Plaintiff Geitheim's recovery, stemming from the October Accident, whether based on the
4 Kaiser Contract, the Kaiser Lien, or otherwise.

5 31. Defendants Rawlings and Kaiser, however, contend that they are entitled to the sum of
6 \$961.65 from Plaintiff Geitheim's recovery, stemming from the October Accident, based on the terms
7 and conditions of the Kaiser Contract and the Kaiser Lien.

8 32. Plaintiffs Geitheim and Ottosi, furthermore, claim that – in the event that the Kaiser Lien
9 is deemed to be valid and enforceable – they are entitled to the pro-rata payment of attorneys fees
10 incurred in recovering any funds paid to Defendants Rawlings and Kaiser from Plaintiff Geitheim's
11 recovery.

12 33. Defendants Rawlings and Kaiser, meanwhile, contend that Plaintiffs Geitheim and Ottosi
13 are not entitled to the pro-rata payment of attorneys fees incurred in recovering any funds paid to
14 Defendants Rawlings and Kaiser from Plaintiff Geitheim's recovery.

15 34. Therefore, Plaintiffs desire a judicial determination of their rights, duties and obligations
16 under the Kaiser Contract and the Kaiser Lien, and with respect to Plaintiffs entitlement to recover
17 attorneys fees incurred in obtaining a recovery on behalf of Defendants Rawlings and Kaiser.

18 35. A judicial declaration is necessary and appropriate at this time, under all the
19 circumstances to avoid any further damage to Plaintiffs.

20 **Second Cause of Action**

21 **Conversion**

21 (By Plaintiff Geitheim against Defendants Rawlings, Kaiser, Infinity, and Does 1 through 10)

22 36. Plaintiff realleges paragraphs 1 through 27 of this complaint as if fully set forth herein
23 and incorporates same by reference.

24 37. As herein alleged, Plaintiff had an ownership or possessory interest in the \$961.65 check
25 issued to Defendants Rawlings and Kaiser, and in the proceeds paid to Rawlings and Kaiser from this
26 check.

27 38. As herein alleged, Defendant Infinity actually and substantially interfered with Plaintiff's
28 ownership and possessory interests in the \$961.65 check, and in the proceeds paid to Rawlings and

1 Kaiser from this check, by wrongfully issuing the check in Defendant Rawlings name only, and by
2 sending the check to Defendant Rawlings.

3 39. As herein alleged, Defendants Rawlings and Kaiser actually and substantially interfered
4 with Plaintiff's ownership and possessory interests in the \$961.65 check, and in the proceeds from this
5 check, by accepting custody of the check, negotiating the draft, keeping the proceeds from the check, and
6 refusing to return either the check, or the proceeds from the check, to Plaintiff.

7 40. As the natural, reasonable, and proximate result of Defendants' conversion of Plaintiff's
8 property under either the common law or Cal. Comm. Code § 3491, which a proper degree of prudence
9 on Plaintiff's part would not have averted, Plaintiff has been injured, and continues to suffer injuries, in
10 an amount to be determined at time of trial.

11 41. At the time that Defendants converted Plaintiff's property, as alleged herein, Defendants
12 knew, or in the exercise of reasonable discretion should have known, that they did not have the right to
13 withhold the \$961.65 check, or the proceeds from this check, or to keep the proceeds for their own use.

14 42. In converting the \$961.65 check, or the proceeds from this check, Defendants acted with
15 a conscious and reckless disregard of Plaintiff's rights to, and in, the \$961.65 check, or the proceeds
16 from this check, and Defendants acted to intentionally deprive Plaintiff of the \$961.65 check, or the
17 proceeds from this check. Defendants therefore acted maliciously and oppressively, in willful,
18 conscious, or reckless disregard of Plaintiff's rights and with the sole intent to harm Plaintiff. Plaintiff is
19 therefore entitled to punitive damages pursuant to Civ. Code § 3294 in an amount to be determined by
20 proof at time of trial.

21 Third Cause of Action

Negligence

22 (By Plaintiff Geitheim against Defendants Rawlings, Kaiser, Infinity, and Does 1 through 10)

23 43. Plaintiff realleges paragraphs 1 through 27 of this complaint as if fully set forth herein
24 and incorporates same by reference.

25 44. Defendant Infinity owed a duty to Plaintiff to insure that all checks in settlement of his
26 claim were made payable to all parties with interests in such settlement, including, but not limited to,
27 Plaintiffs Geitheim and Ottosi, and to insure that all checks in settlement of Plaintiff's claim would be
28 mailed, delivered, conveyed, or otherwise transferred to Plaintiff's attorney, Plaintiff Paul Ottosi.

1 45. Defendant Infinity, however, negligently, in violation of its duties to Plaintiff, and
2 without due care, issued the \$961.65 settlement check to Defendant Rawlings, only, and mailed,
3 delivered, conveyed, or otherwise transferred the \$961.65 check to Defendant Rawlings.

4 46. Defendants Rawlings and Kaiser owed a duty to Plaintiff to insure that they had an
5 undisputed right to any and all checks or payments received, from any source, in satisfaction of a
6 claimed right of subrogation or lien. In the event that there was a dispute as their right to any check or
7 payment received in satisfaction of a claimed right of subrogation or lien, Defendants Rawlings and
8 Kaiser owed Plaintiff a duty to either (a) return the disputed check or payment to Defendant Infinity;
9 (b) transfer the disputed check or payment to Plaintiff Geitheim or his attorney, Plaintiff Paul Ottosi; or
10 (c) retaining checks or payment in trust for Plaintiff.

11 47. Defendants Rawlings and Kaiser, however, negligently, in violation of its duties to
12 Plaintiff – without due care, and with full knowledge that Plaintiff was disputing any right of
13 subrogation or lien – took possession of the \$961.65 settlement check, negotiated the draft, and kept the
14 proceeds from the check for their own use.

15 48. As the natural, reasonable, and proximate result of Defendants negligent acts, as herein
16 alleged, Plaintiff has been injured, and continues to suffer injuries, in an amount to be determined at time
17 of trial.

18 **Fourth Cause of Action**
19 **Money Had and Received**

20 (By Plaintiff Geitheim against Defendants Rawlings, Kaiser, and Does 1 through 10)

21 49. Plaintiff realleges paragraphs 1 through 27 of this complaint as if fully set forth herein
22 and incorporates same by reference.

23 50. Defendants Rawlings and Kaiser, upon accepting and negotiating the \$961.65 settlement
24 check, and keeping the proceeds from the check for their own use, became indebted to Plaintiff in the
25 amount of \$961.65.

26 51. No part of this amount has been paid, though demand for payment in full has been made,
27 and there is now due, owing and unpaid from Defendants Rawlings and Kaiser, the amount of \$961.65.
28

1 **Fifth Cause of Action**

2 Quantum Meruit

3 (By Plaintiff Ottosi against Defendants Rawlings, Kaiser, and Does 1 through 10)

4 52. Plaintiff realleges paragraphs 1 through 27 of this complaint as if fully set forth herein
5 and incorporates same by reference.

6 53. Plaintiff rendered work, labor, and services to Defendants, which consisted primarily of
7 legal services performed to obtain monetary recovery, in part, for Defendants benefit.

8 54. At the time that Plaintiff rendered work, labor and services to Defendants, Plaintiff
9 believed that Defendants would pay for the reasonable value of the services.

10 55. Plaintiff has demanded that Defendants pay Plaintiff the reasonable value of the services
11 he performed on their behalf, but Defendants have failed and refused to pay Plaintiff any monies for his
12 services on Defendants' behalf, and there is therefore now due and owing and unpaid from Defendants
13 an amount, to be determined at time of trial, for Plaintiff's services on behalf of Defendants.

14 **Sixth Cause of Action**

15 Violation of Unfair Competition Law

16 Bus. & Prof. Code § 17200, et. seq.

17 (By Plaintiffs Geitheim and Ottosi against all Defendants and Does 1 through 10)

18 56. Plaintiffs reallege paragraphs 1 through 27 of this complaint as if fully set forth herein
19 and incorporate same by reference.

20 57. Defendants' misconduct, actions or omissions, as herein alleged, evince and constitute a
21 pattern and practice of "unlawful, unfair or fraudulent business act[s] or practice[s]" which violate the
22 California Unfair Business Practices Act, Bus. & Prof. Code § 17200, and which warrant an order of the
23 Court that Defendants be enjoined from any further violations of California Law, that Defendants be
24 ordered to pay Plaintiffs any and all sums due to Plaintiffs, and that Defendants be ordered to disgorge
25 any and all profits made from its business activities within the State of California.

26 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

27 **As to the First Cause of Action**

- 28 1. For a declaration by the Court as to the respective rights and obligations of
Plaintiffs and Defendants with respect to the Kaiser Contract and the
Kaiser Lien.

1 **As to the Second Cause of Action**

- 2 1. For general damages according to proof;
3 2. For punitive damages according to proof.

4 **As to the Third Cause of Action**

- 5 1. For general damages according to proof;

6 **As to the Fourth Cause of Action**

- 7 1. For Judgement in Plaintiff Geitheim's favor against Defendants in the
8 amount of \$961.65, plus interest at the legal rate permitted by law.

9 **As to the Fifth Cause of Action**

- 10 1. For Judgment in Plaintiff Ottosi's favor awarding him the reasonable
11 amount of the legal services he performed for, and on behalf of,
12 Defendants Rawlings and Kaiser.

13 **As to the Sixth Cause of Action**

- 14 1. For restitution in an amount according to proof;
15 2. For disgorgement of profits earned in the State of California; and
16 3. For such other relief consistent with the California Unfair Practices Act,
17 Bus. & Prof. Code § 17200, *et seq.*

18 **As to All Causes of Action**

- 19 1. For costs of suit;
20 2. For prejudgment interest in an amount provided by law;
21 3. For such other and further relief as the Court deems just and proper.

22
23 LAW OFFICES OF PAUL OTTOSI

24
25 Dated: November 12, 2013

26 by:



27 Paul Ottosi
28 Attorney for in Pro-Per and
 on behalf of Plaintiff Ron Geitheim

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Paul H. Ottosi, Esq. SBN 69250 LAW OFFICES OF PAUL OTTOSI 17835 Ventura Blvd., Suite 201, Encino, CA 91316 TELEPHONE NO.: 818-344-7333 FAX NO.: ATTORNEY FOR (Name):		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles OCT 17 2014 Sherri R. Carter, Executive Officer/Clerk By <u>Moses Soto</u> , Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles CA 90012 BRANCH NAME: Central District			
CASE NAME: GEITHEIM, et al. V. INFINITY PROPERTY AND CASUALTY, et al			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC 560905 JUDGE: DEPT:	

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/WD (23) Non-P/DP/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (38) <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-P/DP/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (29) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <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 b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses 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 f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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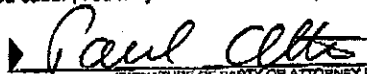
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary, declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): **6: Declaratory Relief; Conversion; Negligence; Money Had & Rec'd; etc.**

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: **10-16-14**
 Paul H. Ottosi, Esq.
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

SHORT TITLE:

GEITHEIM, et al. V. INFINITY PROPERTY AND CASUALTY, et al

CASE NUMBER

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

This form is required pursuant to LASC 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 ☒ HOURS ☒ DAYS.

Item II. Select 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 Los Angeles Superior Court Local Rule 2.0.

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

- Class Actions must be filed in the County Courthouse, Central District.
- May be filed in Central (Other county, or no Bodily Injury/Property Damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- Location of Labor Commissioner Office.

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	2.
		<input type="checkbox"/> A7221 Asbestos – Personal Injury/Wrongful Death	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"/> A7240 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 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., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.	
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., 2., 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.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer:

SHORT TITLE: GEITHEIM, et al. v. INFINITY PROPERTY AND CASUALTY, et al	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
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input checked="" type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
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.

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Judicial Review (Cont'd.)

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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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.

Miscellaneous Civil Petitions

Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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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 NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 17835 Ventura Bl Suite 201
CITY: Encino	STATE: CA	ZIP CODE: 91316

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 Unlimited courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: 10-16-17


(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 form JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 _____ (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.