

Ag015  
20012

1 THE LAW OFFICE OF  
2 ELLISON & ASSOCIATES APC  
3 Christopher B. Ellison (SBN: 248545)  
4 8117 W. Manchester Blvd. Suite 158  
5 Playa del Rey, California 90293  
6 Telephone: (310) 882-6239  
7 Facsimile: (310) 882-6237  
8 cellison@eaalawfirm.com

9 Attorneys for Plaintiff,  
10 DEON MARCELIN

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

OCT 16 2013

John A. Clarke, Executive Officer/Clerk  
BY Cristina Grifone Deputy  
Cristina Grifone

DIS Richard Frun  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

CASE NO.:

11 DEON MARCELIN-JACKSON, an  
12 individual,

COMPLAINT FOR:

BC524767

13 Plaintiff,

14 vs.

15 LIBERTY MUTUAL INSURANCE  
16 COMPANY; THE LIBERTY LIFE  
17 ASSURANCE COMPANY OF BOSTON;  
18 KAISER PERMANENTE; ESTER KIM and  
19 DOES 1-100, Inclusive,

20 Defendants.

1. BREACH OF CONTRACT (Against LIBERTY AND LLAC);
2. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (INSURANCE BAD FAITH) (against LIBERTY AND LLAC);
3. NEGLIGENCE; (Against KAISER AND KIM)

21 DEMAND FOR JURY TRIAL

22 GENERAL ALLEGATIONS

23 1. Plaintiff is an individual, resides now, and at all times relevant to this Complaint, in the County  
24 of San Bernardino, State of California.  
25  
26  
27  
28

CIT/CASE: BC524767  
LEA/DEF#:   
RECEIPT #: CCH19570701  
DATE PAID: 10/16/13 04:31 PM  
PAYMENT: \$435.00 310  
RECEIVED:   
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

COMPLAINT

1           2. Defendant LIBERTY MUTUAL INSURANCE COMPANY ("LIBERTY") is a Massachusetts  
2 corporation which operates and actually conducts business within the State of California.

3           3. Defendant THE LIBERTY LIFE ASSURANCE COMPANY OF BOSTON ("LLAC") is a  
4 Massachusetts corporation which operates and actually conducts business within the State of California.

5           4. Defendant KAISER PERMANENTE ("KAISER") is a California corporation with its  
6 principal place of business in California, and operates and actually conducts business within the State of  
7 California.  
8

9           5. Defendant ESTHER KIM, M.D. ("KIM") is an individual employed by Defendant KAISER  
10 and works and resides within the State of California.

11           6. Plaintiff is informed, believes and thereon alleges that Defendant LLAC is part of LIBERTY's  
12 group of insurers and that the claims director and/or claims examiners/adjusters that handled the subject  
13 claims were employed by LIBERTY. LIBERTY is the lead insurer in an intercompany reinsurance  
14 agreement with affiliates (the participants) which includes LLAC. Under the terms of this agreement, the  
15 participants cede, and LIBERTY assumes, 100% of the participants' business generated from  
16 underwriting operations. The sessions from the participants are combined with LIBERTY's business,  
17 resulting in the pooled balance to be allocated to each participant. LIBERTY receives dividends from  
18 LLAC. The agreement authorizes and empowers LIBERTY to (1) collect and receive all premiums, (2)  
19 adjust and pay all losses, (3) reinsure or cancel any and all policies and contracts of insurance, and (4) act  
20 as though the policies and contracts of insurance and reinsurance were issued by LIBERTY. It further  
21 provides for the complete sharing of all income and expenses of the pooled business with the exception  
22 of the investment operations, liabilities for federal income tax or other items not relating to the  
23 underwriting operations of the parties.  
24  
25

26           7. As a result, the conduct, acts, and omissions of LLAC were and, in reality, are the conduct, acts  
27 and omissions of LIBERTY and vice-versa.  
28

1 8. Defendants LIBERTY and LLAC are integral parts of a single operating unit, as they function  
2 together to produce income from the sales of insurance policies.

3 9. Plaintiff is further informed and believes, and thereon alleges, that at all relevant times there  
4 has existed a unity of interest and ownership between LIBERTY and LLAC such that any individuality  
5 and separateness between these entities have ceased.

6 10. LIBERTY is therefore the alter ego of LLAC and vice versa, each of which is and at all  
7 relevant times has been a mere shell, instrumentality, and conduit through which LIBERTY, carries on  
8 the business of insurance in the State of California.

9 11. Adherence to the fiction of the separate existence of LIBERTY AND LLAC, would permit an  
10 abuse of the corporate privilege, and would promote injustice by protecting LIBERTY from liability for  
11 the wrongful acts committed by it under the name of LLAC, as more fully described herein. Any  
12 references or allegations regarding or relating to LLAC, apply equally to LIBERTY.

13 12. The true names or capacities, whether individual, corporate, associate, or otherwise, of  
14 Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues said  
15 Defendants by such fictitious names. Plaintiff is informed, believes and thereon alleges, that each of the  
16 Defendants sued herein as a DOE is legally responsible in some manner for the events and happenings  
17 referred to herein. Plaintiff will ask leave of this court to amend this Complaint to insert their true names  
18 and capacities in place and instead of the fictitious names when the same become known to Plaintiff.

19 13. At all relevant times, Defendants LIBERTY AND LLAC, and each of them, were the agents  
20 and employees of each other, and were at all times acting within the purpose and scope of said agency  
21 and employment, and each Defendant has ratified and approved the acts of his agent.

22 14. At all relevant times, Defendants KAISER AND KIM, and each of them, were the agents and  
23 employees of each other, and were at all times acting within the purpose and scope of said agency and  
24 employment, and each Defendant has ratified and approved the acts of each.

**BACKGROUND FACTS**

15. Plaintiff was employed as an administrative assistant by the University of California at Los Angeles (UCLA) for approximately 23 years. Plaintiff was insured by the University of California Group Disability Income policy provided by Defendants Liberty Mutual and LLAC. There are two separate policy numbers which govern this matter: GD3-860-037972-01 and GF3-860-037972-1. On October 17, 2001, Defendants Liberty and LLAC denied Plaintiff's claims for Long Term Disability benefits.

16. In or about July 2007 (and before), Plaintiff sustained injuries in the course of her employment with UCLA. Plaintiff's injuries included neck and spinal pain, which required several surgeries. In or about 2009, during a workmen's compensation evaluation, Plaintiff's injuries were determined to be total and permanent disability due to a degenerative disc disease of the cervical spine, myelopathy of the C5 and C6 and Plaintiff had undergone a discectomy of C5 and C6 and previously undergone hemilaminectomy.

17. Plaintiff was evaluated by multiple doctors regarding her injuries and total and permanent disabilities beginning in or about 2009 and continuing to the present. In or about July 2009, Plaintiff's Primary Treating Physician, Dr. Richard Emmanuel, in the Primary Treating Physician's Orthopaedic Permanent and Stationary [MMI] Evaluation, determined that "On the basis of my prior examination and findings today I consider the patient's work related condition to be permanent and stationary [Maximum Medical Improvement] for rating purposes]".

18. From July 2009, and continuing until on or about January 2011, Plaintiff was treated and evaluated by several doctors and partook in physical therapy; however, was never taken off of permanent and total disability restrictions issued by Dr. Richard Emmanuel, Plaintiff's Primary Physician.

19. On January 1, 2011, Defendant Kaiser Permanente became the new medical facility for which Plaintiff was to be treated and evaluated. In February 2011, Dr. Duane Collins became Plaintiff's

1 new primary physician. Plaintiff was evaluated by Dr. Collins for her permanent and total disabilities.  
2 Thereafter, Dr. Collins referred Plaintiff to Kaiser Permanente Pain management Clinic where Plaintiff  
3 was assigned to Dr. Esther Kim, who was consulted solely for pain management and medications, but  
4 whom had no role in the evaluation and restrictions regarding Plaintiff's total and permanent disabilities.

5 20. In or about June 2011, Defendant Dr. Esther Kim, reported to Dr. Gale Brown  
6 (designated by Defendants Liberty and LLAC), that Plaintiff had no major functional restrictions from  
7 her perspective and agreed with Dr. Brown that Plaintiff could resume to full time work. However, Dr.  
8 Kim is not a disability evaluator, and subsequently reported in a correspondence dated July 18, 2011, that  
9 she had no authority to make this decision or report her opinion to Dr. Brown regarding disability and  
10 work status, because "it is out of [her] scope of practice and we do not make work disability  
11 determinations here in the pain clinic." However, Defendants Liberty and LLAC relied on Defendant Dr.  
12 Kim and Kaiser Pain Management's opinion in denying Plaintiff's long term disability benefits.  
13

14 21. On or about April 28, 2011, Plaintiff was re-evaluated by Dr. Emmanuel, Primary  
15 Treating Physician' Orthopedic Reevaluation Post Permanent and Stationary (MMI) Evaluation, Dr.  
16 Emmanuel based his opinion that plaintiff was still permanently disabled per his July 7, 2009, evaluation.  
17

18 22. Plaintiff has complied with all state statutory requirements regarding denial of her long  
19 term disability benefits. Moreover, Plaintiff has engaged in the appeal and reconsideration process.  
20 Defendants Liberty and LLAC denied the appeal and reconsideration on October 17, 2011.  
21

## 22 **FIRST CAUSE OF ACTION**

### 23 **BREACH OF CONTRACT**

24 **(Against Liberty and LLAC Including Does 1 Through 100, Inclusive)**

25 23. Plaintiff realleges paragraphs 1 though 22 inclusive, of this Complaint as though fully set  
26 forth herein.

27 24. Defendants Liberty and LLAC were paid consideration in the form of premiums for the  
28

1 policies at issue in this action, which covered plaintiff for the long term disability benefits alleged herein.  
2 Plaintiff faithfully performed all obligations required to be performed under the terms of the insurance  
3 contract, except to the extent performance may have been excused by, among other things, defendant's  
4 bad faith conduct and breach of the insurance policy.

5 25. Plaintiff was insured under a valid insurance policy issued by defendants Liberty and  
6 LLAC which was in effect on the date the loss alleged herein occurred, which loss was covered under the  
7 policy.  
8

9 26. Defendants Liberty and LLAC, and Does 1 through 100, breached the terms of the  
10 contract by failing to timely pay benefits under the contract, failing to properly investigate and adjust the  
11 claims described herein, delaying payment of policy benefits, and by forcing plaintiff to institute this  
12 litigation. Defendants' breaches of contract occurred in connection with the claim alleged in this  
13 complaint.  
14

15 27. As a direct, proximate and legal result of defendants' breach(es) of the contract, plaintiff  
16 has been, and continue to be, damaged in an amount in excess of the jurisdictional limits of this Court,  
17 including but not limited to: loss of timely use of benefits, consequential damages including interest on  
18 monies plaintiff could and should have received promptly, but which they did not receive in a timely  
19 fashion as a result of defendants' breach of contract, and other fees, expenses and costs to be proven at  
20 trial. Plaintiff has also sustained other economic losses as a direct, proximate and legal result of  
21 defendants' conduct, in an amount to be proven at trial.  
22

## 23 SECOND CAUSE OF ACTION

### 24 **TORTIOUS BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

25 **(Plaintiff Against Liberty and LLAC Including Does 1 Through 100, Inclusive)**

26 28. Plaintiff realleges paragraphs 1 through 27 inclusive, of this Complaint as though fully set  
27 forth herein.  
28

1           29.     The Policies were issued and entered into with Defendant Liberty and LLAC with the  
2 understanding and expectation, which was clearly understood by Defendant Liberty and LLAC, that  
3 Defendant Liberty and LLAC would act in good faith and deal fairly pursuant to the insurance contract.

4           30.     Defendant Liberty and LLAC has tortuously breached its implied covenant of good faith  
5 and fair dealing arising from the insurance contract by unreasonably withholding benefits due under The  
6 Policies, by denying the claim, and by other conduct, including that set forth below, after accepting  
7 insurance premiums for The Policies.  
8

9           31.     Despite Plaintiff's repeated demands for payment for long term disability benefits  
10 pursuant to The Policies, Defendant Liberty and LLAC unreasonably denied the benefits, and engaged in  
11 unlawful insurance practices. Such bad faith conduct constitutes a continuing tort which is causing  
12 Plaintiff's continued damages.

13           32.     In the absence of a reasonable basis for doing so, and with full knowledge and/or reckless  
14 disregard of the consequences, Defendant Liberty and LLAC failed to provide Plaintiff with long term  
15 disability benefits. Plaintiff is informed and believes that Defendant Liberty and LLAC denied plaintiff's  
16 claim pursuant to its bad faith pattern and practice of failing to reasonably pay the long term benefits, in  
17 an effort to force insureds to take less than the reasonable value of their claims.  
18

19           33.     Defendant Liberty and LLAC engaged and continues to engage in a pattern and practice  
20 and course of conduct to further its own economic interests and in violation of its obligations to Ms.  
21 Marcelin. This conduct includes, but is not limited to:

- 22
- 23           a.     Unreasonably and unjustifiably denying long term disability benefits to Ms.  
24                 Marcelin's for permanent and total disability under The Policies;
  - 25           b.     Unreasonably refusing payments to Ms. Marcelin in bad faith, knowing Ms.  
26                 Marcelin's claim for benefits under The Policies to be valid, in an attempt to  
27                 coerce Ms. Marcelin into accepting less than the fair value of her claim;  
28

- 1 c. Not attempting in good faith to effectuate prompt, fair and equitable settlement of  
2 Ms. Marcelin's claim for benefits where the obligation to pay had become  
3 reasonably clear;  
4 d. Failing to thoroughly investigate Ms. Marcelin's claim;  
5 e. Handling Ms. Marcelin's claim in a dilatory manner, which resulted in  
6 unnecessary delay in processing Ms. Marcelin's claim;  
7 f. Failing to objectively evaluate Ms. Marcelin's claim;  
8 g. Failing to acknowledge and act reasonably promptly upon communications with  
9 respect to the claim asserted by Ms. Marcelin arising under The Policies ; and  
10 h. Ms. Marcelin is informed, believes and thereon alleges, that Defendant Liberty and  
11 LLAC has breached its duty of good faith and fair dealing owed to Ms. Marcelin  
12 by other acts or omissions of which Ms. Marcelin is presently unaware and which  
13 will be shown according to proof at the time of trial.  
14

15  
16 34. Defendant Liberty and LLAC's conduct described herein constitutes part of Defendant  
17 Liberty and LLAC's overall scheme to reduce the costs of legitimate insurance claims. Defendant  
18 Liberty and LLAC's conduct as described herein constitutes an illegal pattern and practice so pervasive  
19 as to amount to a general unfair and unlawful business practice.  
20

21 35. Defendant Liberty and LLAC's conduct described herein was done with a conscious  
22 disregard of Ms. Marcelin's rights and constitutes despicable conduct, and was done with the intent to  
23 vex, injure or annoy Ms. Marcelin such as to constitute oppression, fraud or malice under Civil Code  
24 Section 3294, entitling Ms. Marcelin to punitive damages in an amount appropriate to punish or set an  
25 example of Defendant Liberty and LLAC.

26 36. Defendant Liberty and LLAC's conduct described herein was undertaken by Defendant  
27 Liberty and LLAC's officers or managing agents, identified herein as DOES 1 through 100, who were  
28

1 responsible for supervision and operation, reports, communications and/or decisions. The afore-  
2 described conduct of said managing agents and individuals was therefore undertaken on behalf of  
3 Defendant Liberty and LLAC. Defendant Liberty and LLAC further had advance knowledge of the  
4 action and conduct of said individuals whose actions and conduct were ratified, authorized, and approved  
5 by managing agents whose precise identities are unknown to Ms. Marcelin at this time and are therefore  
6 identified and designated herein as DOES 1 through 100, inclusive.

8 37. As a proximate result of the aforementioned wrongful conduct of Defendant Liberty and  
9 LLAC, Ms. Marcelin has suffered, and will continue to suffer in the future, damages under The Policies,  
10 plus interest, in an amount to be shown at the time of trial.

11 38. As a direct and proximate result of the actions of Defendant Liberty and LLAC, Ms.  
12 Marcelin has incurred substantial damages, including but not limited to, financial hardship and attorney's  
13 fees and costs.

14 39. As a further direct and proximate result of the conduct of Defendant Liberty and LLAC,  
15 Ms. Marcelin has been obligated to expend and incur liability for costs of suit, attorneys' fees and related  
16 expenses in an amount not yet fully ascertained, but which will be submitted at the time of trial.

### 18 THIRD CAUSE OF ACTION

#### 19 NEGLIGENCE

20 (Against Defendants Kaiser and Kim and DOES 1 through 100, inclusive)

21 40. Plaintiff realleges paragraphs 1 through 39 inclusive, of this Complaint as though fully set  
22 forth herein.

23 41. By undertaking the responsibility of providing pain management for Plaintiff, Plaintiff  
24 assumed a duty to use reasonable care to properly evaluate and report Plaintiff's treatment for her total  
25 and permanent disability.

26 42. Plaintiff is informed, believes and thereon alleges that one of the reasons that Defendants  
27  
28

1 Liberty and LLAC denied Plaintiff her long term disability benefits is because Defendants Kaiser and  
2 Kim negligently breach their duty of care by inaccurately reporting that Plaintiff was not disabled.

3  
4 43. By placing reporting on Plaintiff's total and permanent disability, which as outside of the  
5 scope of Defendants Kaiser and Kim's practice, Defendants Liberty and LLAC relied on these findings  
6 in denying Plaintiff her long term disability benefits.

7  
8 44. As a direct and proximate result of the acts and omissions of Defendants Kaiser and Kim,  
9 Plaintiff has suffered, and continue to suffer, damages, including in the form of lost benefits under the  
10 Policy and lost monies she has had to expend to replace the monies that would have been received under  
11 the Policy.

12  
13 45. By reason of the foregoing, Plaintiff is entitled to judgment against Defendants Kaiser and  
14 Kim, for her general, special, actual, consequential and compensatory damages as proven at time of trial.

15  
16 **JURY TRIAL DEMAND**

17  
18 Plaintiff demands a jury trial on all issues so triable.

19  
20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff demands judgment against Defendants, and each of them, as follows:

22  
23 AS TO THE FIRST CAUSE OF ACTION:

24 1. For an award of Plaintiff's general, special, actual and compensatory damages as proven at  
25 time of trial;

26 2. For an award of interest on that amount according to law;  
27  
28

AS TO THE SECOND CAUSE OF ACTION:

3. For an award of Plaintiff's general, special, actual and compensatory damages as proven at time of trial;
4. For an award of interest on that amount according to law;
5. For an award of appropriate exemplary and punitive damages;
6. For an award of reasonable attorney's fees;
7. For an award of damages under Civil Code Section 3345;

AS TO THE THIRD CAUSE OF ACTION:

8. For an award of Plaintiff's general, special, actual and compensatory damages as proven at time of trial;
9. For an award of interest on that amount according to law;

DATED: October 16, 2013

ELLISON & ASSOCIATES, APC

By: Christopher B. Ellison  
Attorney for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Christopher B. Ellison, Esq., SBN #248545 The Law Office of Ellison & Associates 8117 W. Manchester Ave, #158 Playa Del Rey, CA 90293 TELEPHONE NO.: (310) 882-6239 FAX NO.: (310) 882-6237 ATTORNEY FOR (Name): Deon Marcelin		FOR COURT USE ONLY  <b>FILED</b> <b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>  <b>OCT 16 2013</b>  John A. Clarke, Executive Officer/Clerk BY <u>Cristina Grimalva</u> Deputy Cristina Grimalva	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central			
CASE NAME: Marcelin v. Liberty Mutual Insurance Company, et. al.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)		<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	
<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>BC584767</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><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WMD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WMD (23)<br><b>Non-PI/PD/WMD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WMD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input checked="" type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>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<br>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): 3
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: October 16, 2013  
 Christopher B. Ellison

(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.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto Tort

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

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

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

## Non-PI/PD/WD (Other) Tort

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

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

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

## Real Property

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

## Unlawful Detainer

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

## Judicial Review

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

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

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

## Enforcement of Judgment

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

## Miscellaneous Civil Complaint

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

## Miscellaneous Civil Petition

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

SHORT TITLE:

Marcelin v. Liberty Mutual Insurance Company, et.al.

CASE NUMBER

BC524767

**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 2-4 ☐ 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)**

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

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

Auto  
TortOther Personal Injury/Property  
Damage/Wrongful Death Tort

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

SHORT TITLE:

Marcelin v. Liberty Mutual Insurance Company, et.al.

CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <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 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 checked="" 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- 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:

Marcelin v. Liberty Mutual Insurance Company, et.al.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

SHORT TITLE:

Marcelin v. Liberty Mutual Insurance Company, et.al.

CASE NUMBER

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

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		<b>ADDRESS:</b> 405 Hilgard Ave Los Angeles, CA 90095
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90012

**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, subds. (b), (c) and (d)].

Dated: October 16, 2013
  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

10/16/13 10:10 AM