

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Mar-26-2019 12:48 pm

Case Number: CGC-19-574792

Filing Date: Mar-26-2019 12:46

Filed by: MEREDITH GRIER

Image: 06741193

COMPLAINT

MONETTE STEPHENS VS. TOKENSOFT, INC. ET AL

001C06741193

Instructions:

Please place this sheet on top of the document to be scanned.

SUMMONS
(CITACION JUDICIAL)

SUM-100

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
TOKENSOFT, INC.; & DOES 1 THROUGH 10, INCLUSIVE

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
MONETTE STEPHENS

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), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡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), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por 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.

CASE NUMBER (Número del caso):

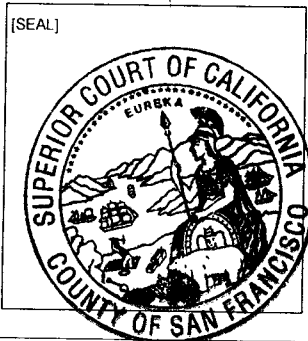
000-19-574792

The name and address of the court is:
(El nombre y dirección de la corte es):
San Francisco County Superior Court
400 McAllister Street
San Francisco, CA 94102

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):
Aaron P. Minnis, Esq.
MINNIS & SMALLETS LLP
369 Pine Street, Suite 500, San Francisco, CA 94104
(415) 551-0885

DATE: **MAR 26 2019** CLERK OF THE COURT Clerk, by **MEREDITH GRIER**, Deputy
(Fecha) *(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)).



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:

<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

1 Aaron P. Minnis, Esq. (SBN202935)
2 Sonya L. Smallets, Esq. (SBN226190)
3 Evan R. Ettinghoff, Esq. (SBN298949)
4 MINNIS & SMALLETS LLP
5 369 Pine Street, Suite 500
6 San Francisco, California 94104
7 T: (415) 551-0885
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9 E: aaron@minnisandsmallets.com

FILED
San Francisco County Superior Court

MAR 26 2019

CLERK OF THE COURT
BY: *Monette Stephens*
Deputy Clerk

6 Attorneys for Plaintiff
7 MONETTE STEPHENS

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO—UNLIMITED JURISDICTION

11 MONETTE STEPHENS,

Case No. **CGC-19-574792**

14 Plaintiff,

COMPLAINT FOR DAMAGES

17 vs.

- (1) Sex Discrimination in Violation of FEHA
- (2) Violation of California Labor Code § 1197.5 (California Equal Pay Act Act)
- (3) Age Discrimination in Violation of FEHA
- (4) Retaliation in Violation of FEHA
- (5) Wrongful Termination in Violation of Public Policy
- (6) Violation of California Labor Code §1102.5
- (7) Breach of Contract

19 TOKENSOFT, INC.; & DOES 1
20 THROUGH 10, INCLUSIVE,

22 Defendants.

Jury Trial Demanded

1 COMES NOW PLAINTIFF MONETTE STEPHENS for causes of action, and
2 alleges as follows:

3 **I. ALLEGATIONS**

4 1. Plaintiff Monette Stephens ("Ms. Stephens" or "Plaintiff") resides
5 in San Francisco, California and is a former employee of defendant TokenSoft,
6 Inc. At all relevant times herein, Ms. Stephens worked for defendant
7 TokenSoft, Inc. in San Francisco County, California.

8 2. Defendant TokenSoft, Inc. ("TokenSoft" or "Defendant") is a
9 company headquartered in California that enables issuers, such as
10 institutions, enterprises and small businesses, to run regulatorily compliant
11 token sales. At all relevant times, plaintiff was employed by defendant.

12 3. The true names and capacities, whether individual, corporate or
13 otherwise, of DOES 1 through 10 are at this time unknown to plaintiff, who
14 therefore sues said defendants by such fictitious names. Plaintiff will ask leave
15 to amend this complaint for damages to reflect their true names and
16 capacities when the same have been ascertained. Plaintiff is informed and
17 believes, and thereon alleges, that each of said defendants is responsible,
18 jointly and severally, for the events and injuries described herein and caused
19 damages thereby as alleged herein.

20 4. Plaintiff is informed and believes, and thereon alleges, that at all
21 times mentioned herein each and every co-defendant was and is the
22 predecessor-in-interest, successor-in-interest, agent, counselor, employee,
23 servant, partner, franchisee and/or joint venturer of each of other co-
24 defendant, and in doing the actions hereinafter mentioned, was and/or is
25 acting within the scope of its authority within such agency, employment,
26 counseling, service, partnership, franchise and/or joint venture or single
27 enterprise, and with the permission and consent of each co-defendant.
28 Plaintiff alleges that each of said defendants is responsible, jointly and

1 severally, for the events and injuries described herein and caused damages
2 thereby to plaintiff as alleged herein.

3 5. Ms. Stephens is a business and technology leader with extensive
4 experience in crypto security, network infrastructure and software platforms.
5 Her work history spans over 25 years and includes entrepreneurial,
6 investment banking, technology, strategy and analysis expertise. Ms.
7 Stephens holds B.S. and M.S. degrees in Electrical and Computer Engineering
8 and Computer Science and was previously qualified with Series 7, 24, and 63
9 FINRA investment banking qualifications. Ms. Stephens is a female and she
10 is 55 years old.

11 6. In late 2017, Ms. Stephens was introduced by a colleague to
12 TokenSoft's CEO. The CEO told Ms. Stephens that he wanted her to work for
13 TokenSoft. He offered her a consulting position, and said that, if she
14 performed well, she would be hired for a full-time position and awarded equity
15 retroactive to her start date.

16 7. On January 10, 2018, the parties signed a written engagement
17 letter. TokenSoft gave Ms. Stephens the job title of Head of Corporate
18 Development, reporting directly to the CEO. Her job duties included business
19 development and marketing, as well as secondary priorities that included
20 project management, client management, and handling regulatory issues as
21 needed. TokenSoft paid Ms. Stephens a set dollar amount per year plus
22 commission. It did not offer her benefits or equity. The CEO told Ms. Stephens
23 that she needed to work at TokenSoft's offices. Thereafter, Ms. Stephens
24 ended other work engagements to focus on working for TokenSoft.

25 8. At all times, Ms. Stephens performed well in her position. She
26 brought in a new partner through a connection in her own business network
27 and generated substantial revenues for the company. In addition, Ms.
28 Stephens developed a marketing strategy and marketing materials, built a

1 sales process and a sales pipeline, managed client relationships, attended
2 conferences and other networking events to promote TokenSoft, and
3 modified or created other internal processes, documents and procedures.

4 9. In May of 2018, Ms. Stephens asked the CEO if she could
5 accompany him to a blockchain conference in New York. The CEO said no,
6 because he claimed not to see the purpose of them both attending the
7 conference. However, as Ms. Stephens later discovered, the CEO invited a
8 male individual who is much younger than Ms. Stephens to attend the
9 conference with him. TokenSoft hired this individual as Director of East Coast
10 Operations and Business Development. TokenSoft also hired a male individual
11 who is much younger than Ms. Stephens as its Director of Business
12 Development.

13 10. TokenSoft hired these individuals to bring in customers and
14 investors, without consulting Ms. Stephens, who was the Head of Corporate
15 Development. Moreover, unlike Ms. Stephens, who was classified as an
16 independent contractor, TokenSoft hired these individuals as employees with
17 benefits and equity. On information and belief, at the time Ms. Stephens was
18 the only individual working at TokenSoft who was not offered equity or
19 benefits such as health insurance.

20 11. After Ms. Stephens learned that TokenSoft hired these
21 individuals, she met with TokenSoft's CEO. He told her that he hired them
22 after a venture capitalist colleague advised him to hire "young, hungry guys,"
23 who would be willing to work under a primarily commission-based structure
24 with a lower base salary than Ms. Stephens. The CEO and the individuals
25 hired are approximately 30 years of age and, therefore, significantly younger
26 than Ms. Stephens, who is 55.

27 12. During the same discussion, Ms. Stephens asked the CEO what
28 his expectation was with respect to their respective roles and responsibilities

1 and offered to lead the sales team. Ms. Stephens was significantly more
2 experienced than the two individuals hired and had prior experience
3 managing sales teams. However, the CEO rejected her proposal to lead the
4 sales team and told her to just focus on closing deals and handling inbound
5 leads and financial institutions.

6 13. It soon became apparent to Ms. Stephens that, despite her skill
7 and experience, the CEO did not value her contributions to the company as
8 much as he did the younger, male, newly hired individuals. Although Ms.
9 Stephens had developed the sales process and sales pipeline, and was Head
10 of Corporate Development, the CEO did not allow her to attend the
11 onboarding meetings with the newly hired individuals. The CEO also excluded
12 Ms. Stephens from the weekly sales meetings, even though Ms. Stephens
13 was part of the sales team and responsible for business development. The
14 CEO gave others access to the inbound pipeline that Ms. Stephens had
15 developed, allowing them to contact Ms. Stephens's leads, even though he
16 previously had told Ms. Stephens that she was responsible for pursuing
17 inbound leads.

18 14. The CEO excluded Ms. Stephens from attending industry
19 conferences that he encouraged her younger, male colleagues to attend. The
20 CEO and the Director Business Development together attended Crypto 2018
21 in Santa Barbara but excluded Ms. Stephens, even though she requested to
22 attend. She was told that the conference as "too technical." Two months later,
23 the CEO asked the Director Business Development, but not Ms. Stephens, to
24 attend CryptoSprings 2018, even though it was a female-focused event
25 featuring numerous female speakers. The Director of Business Development
26 met a contact at Goldman Sachs at the conference. Thereafter, Ms. Stephens
27 was excluded from meetings with Goldman Sachs, even though the CEO
28 previously had told Ms. Stephens that she was responsible for handling

1 financial institutions.

2 15. The CEO regularly invited the younger, male employees to meet
3 with potential customers, partners and investors and encouraged them to
4 attend networking and industry events. However, he discouraged Ms.
5 Stephens from participating, either by not inviting her to the events with him
6 or denying her requests to attend. By excluding Ms. Stephens from these
7 meetings and events, the CEO limited Ms. Stephens's ability to generate new
8 business opportunities. On multiple occasions, Ms. Stephens attended
9 networking events on her own, where she saw the CEO arrive with
10 TokenSoft's Director of Business Development, and, on several occasions,
11 leave the event together saying they had a business dinner or meeting to
12 attend.

13 16. In about July of 2018, TokenSoft hired a male individual in his
14 mid-30's as Head of Special Projects. After this individual joined TokenSoft,
15 the CEO invited him to attend his weekly sales meetings with the other
16 younger, male employees. While the CEO was having daily check-ins and/or
17 regular meetings with the younger, male employees, he often canceled or
18 failed to attend his weekly meeting with Ms. Stephens.

19 17. Ms. Stephens, as the Head of Corporate Development, offered to
20 meet with the Head of Special Projects to discuss corporate development
21 issues. However, he told her that he did not see the "value" in meeting with
22 her. In addition, he was given responsibility for managing TokenSoft's
23 relationships with two companies, even though Ms. Stephens had introduced
24 these partners to TokenSoft and previously managed those relationships. He
25 also was assigned a project to establish TokenSoft as a broker-dealer. Ms.
26 Stephens, who previously co-founded and operated a broker-dealer, offered
27 to help devise a broker-dealer strategy, but was told she would be kept
28 informed on a "need to know" basis only.

1 18. In September of 2018, after nine months as an independent
2 contractor, TokenSoft presented Ms. Stephens with an employment
3 agreement. Ms. Stephens's job title remained Head of Corporate
4 Development. Her base compensation was reduced, her commission potential
5 was increased, and she was granted a specific number of options, subject to
6 Board approval. The agreement did not specify the grant date or vesting
7 schedule, including whether or not the equity would be granted retroactive to
8 her start date. Plaintiff therefore understood that the grant date and vesting
9 schedule would be in accordance with the CEO's prior representation that the
10 equity would be granted retroactive to her start date.

11 19. Thereafter, Ms. Stephens continued to be excluded from sales
12 opportunities. Ms. Stephens raised concerns to the CEO about the toxic work
13 environment, the lack of respect, and the way that he and her younger, male
14 coworkers treated her. When Ms. Stephens commented to the CEO that she
15 was excluded from several conferences her younger, male colleague had
16 attended, he told her that her comments were not helpful. When Ms.
17 Stephens requested to participate in sales, business development or strategy
18 meetings, he told her to focus on financial institutions.

19 20. After Ms. Stephens asked to be included in discussions involving
20 two financial institutions, the CEO agreed to include her. On January 14,
21 2019, Ms. Stephens scheduled a meeting with the CEO for the following day
22 to discuss these financial institutions.

23 21. On January 15, when Ms. Stephens arrived at the meeting, the
24 CEO and co-founder/CTO informed her that they were terminating her
25 employment effective immediately. She asked why, but they refused to tell
26 her the reason. Plaintiff asked about her stock options, and the CEO
27 responded that she did not have any vested stock options. She reminded the
28 CEO about his promise to provide stock options retroactive to her start date,

1 but he just shrugged.

2 22. Plaintiff exhausted her administrative remedies by timely filing a
3 charge with the Department of Fair Employment and Housing and obtaining
4 a right to sue.

5 23. Defendant's actions were undertaken for improper purposes as
6 alleged above and were willful, oppressive and in conscious disregard of
7 plaintiff's rights, and were designed and intended to cause and did, in fact,
8 cause plaintiff to suffer severe emotional distress, pain and suffering, and
9 substantial economic damage and, therefore, justify the awarding of
10 exemplary and punitive damages.

11 24. The above allegations are incorporated by reference in each and
12 every cause of action stated below.

13 **II. CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **(Sex Discrimination in Violation of FEHA)**

16 25. Defendant is an employer.

17 26. Plaintiff was an employee of defendant.

18 27. Defendant terminated plaintiff.

19 28. Plaintiff's sex was a substantial motivating reason for the
20 termination.

21 29. Plaintiff was harmed.

22 30. Defendant's conduct was a substantial factor in causing plaintiff's
23 harm.

24 **SECOND CAUSE OF ACTION**

25 **(Violation of California Labor Code § 1197.5—**

26 **California Equal Pay Act Act)**

27 31. Defendant is an employer within the meaning of the Act.

28 32. Plaintiff was employed by defendant.

1 33. Defendant compensated males more than plaintiff, who is a
2 woman, for doing substantially similar work, when viewed as a composite of
3 skill, effort, and responsibility and which was performed under similar
4 working conditions.

5 34. Plaintiff was harmed.

6 35. Defendant's conduct was a substantial factor in causing plaintiff's
7 harm.

8 **THIRD CAUSE OF ACTION**

9 **(Age Discrimination in Violation of FEHA)**

10 36. Defendant is an employer.

11 37. Plaintiff was an employee of defendant.

12 38. Defendant terminated plaintiff.

13 39. Plaintiff's age was a substantial motivating reason for the
14 termination.

15 40. Plaintiff was harmed.

16 41. Defendant's conduct was a substantial factor in causing plaintiff's
17 harm.

18 **FOURTH CAUSE OF ACTION**

19 **(Retaliation in Violation of FEHA)**

20 42. Plaintiff engaged in protected activity when she complained
21 internally about being treated less favorably than younger male employees.

22 43. Defendant terminated plaintiff.

23 44. Plaintiff's protected activity was a substantial motivating reason
24 for defendant's decision to terminate plaintiff.

25 45. Plaintiff was harmed.

26 46. Defendant's conduct was a substantial factor in causing plaintiff's
27 harm.

28 ///

1 59. Defendant failed to grant equity retroactive to plaintiff's start
2 date.

3 60. Plaintiff was harmed.

4 61. Defendant's breach was a substantial factor in causing plaintiff's
5 harm.

6 **III. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff seeks relief as follows:

8 Economic damages, including lost wages;

9 Non-economic damages for pain and suffering and emotional distress;

10 Liquidated damages;

11 Legal interest;

12 Exemplary damages;

13 Injunctive relief;

14 Specific performance (award of equity retroactive to start date);

15 Statutory attorneys' fees;

16 Costs of suit; and

17 Other relief as the court deems just.

18
19 DATED: March 26, 2019

20 MINNIS & SMALLETS LLP

21
22 by: 

23 AARON P. MINNIS, ESQ.
24 Attorneys for Plaintiff
25 MONETTE STEPHENS
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Aaron P. Minnis, Esq. (SBN202935)
MINNIS & SMALLETS LLP
369 Pine Street, Suite 500
San Francisco, CA 94104
TELEPHONE NO.: (415) 551-0885 FAX NO.: (415) 683-7157
ATTORNEY FOR (Name): Plaintiff MONETTE STEPHENS

FOR COURT USE ONLY

FILED
San Francisco County Superior Court

MAR 26 2019

CLERK OF THE COURT
BY: *M. Small*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME:

CASE NAME: MONETTE STEPHENS v. TOKENSOFT, INC.;
et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **CGC-19-574792**
JUDGE:
DEPT.:

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

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

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

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties
 - b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - c. Substantial amount of documentary evidence
 - d. Large number of witnesses
 - e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 - f. 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): 7
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: March 26, 2019

AARON P. MINNIS, 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.

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