

**SUMMONS  
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:** Defendants

**(AVISO AL DEMANDADO):**

ALL CITIES REALTY INC. dba ALL CITIES REALTY; JOSEPH MINER, an individual; LILLIAN DUNLOP, an individual and DOES 1-50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:** Plaintiffs

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

C.F. REAL ESTATE LOANS INC., a California Corporation, and KELLI TODD, an individual

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*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.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California  
825 South Maple Avenue

CASE NUMBER:  
(Número del Caso): YC056028

Torrance, CA 90503  
Southwest District

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):  
Andrew L. Leff, Esq., Bar No. 125850 818-784-6899 818-784-0176  
SPILE, SIEGAL, LEFF & GOOR, LLP e-mail: aleff@spile-siegal.com  
16501 Ventura Boulevard  
Encino, CA 91436

DATE: \_\_\_\_\_ Clerk, by \_\_\_\_\_, 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)).

(SEAL)

**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): *All Cities Realty Inc. dba All Cities Realty*  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

1 ANDREW L. LEFF, ESQ. [SBN 125850]  
2 **SPILE, SIEGAL, LEFF & GOOR LLP**  
3 16501 Ventura Blvd., Ste. 610  
4 Encino, CA 91436  
5 Tel: 818-784-6899 - Fax: 818-784-0176  
6 E-mail: aleff@spile-siegal.com

7 Attorneys for Plaintiffs C.F. REAL ESTATE LOANS  
8 INC. and KELLI TODD

CASE ASSIGNED FOR  
ALL PURPOSES TO  
Judge Bob Hight  
Dept. D Div.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES - SOUTHWEST DISTRICT

11 C.F. REAL ESTATE LOANS )  
12 INC., a California corporation, and KELLI )  
13 TODD, an individual, )

14 Plaintiffs, )

15 vs. )

16 ALL CITIES REALTY INC. dba ALL CITIES )  
17 REALTY; JOSEPH MINER, an individual; )  
18 LILLIAN DUNLOP, an individual and DOES )  
19 1-50, inclusive, )

20 Defendants. )

Case No. Y0056028

[Unlimited Jurisdiction]

COMPLAINT OF C.F. REAL  
ESTATE LOANS INC. AND KELLI  
TODD AGAINST DEFENDANTS  
FOR:

- 1) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- 2) NEGLIGENCE INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- 3) BREACH OF WRITTEN CONTRACT, INDUCING BREACH OF CONTRACT;
- 4) INTERFERENCE WITH WRITTEN CONTRACT;
- 5) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- 6) FRAUD; AND
- 7) NEGLIGENCE MISREPRESENTATION

21 Plaintiffs C.F. REAL ESTATE LOANS INC. (hereinafter referred to as "CF") and  
22 KELLI TODD, for causes of action against Defendants ALL CITIES REALTY INC. dba ALL  
23 CITIES REALTY, JOSEPH MINER and LILLIAN DUNLOP (collectively referred to herein  
24

1 as "Defendants"). CF refers to ALL CITIES REALTY INC. dba ALL CITIES REALTY and  
2 JOSEPH MINER collectively herein as "MINER." CF alleges as follows:

3  
4 **FIRST CAUSE OF ACTION**

5 (For Intentional Interference with Prospective  
6 Economic Advantage against all Defendants)

7 1. Plaintiff C.F. REAL ESTATE LOANS INC. is a corporation qualified to do  
8 business in the State of California and primarily does business in the County of Los  
9 Angeles. CF is a licensed real estate broker in the State of California and operates a  
10 RE/MAX franchise with several real estate offices, including its central real estate office in  
11 Manhattan Beach and it conducts the majority of its business in Los Angeles County.  
12 KELLI TODD is an individual who resides in the County of Los Angeles and is president  
13 of C.F. REAL ESTATE LOANS INC.

14 2. CF is informed and believes that Defendant JOSEPH MINER is a real estate  
15 broker operating the real estate business known as ALL CITIES REALTY and he is the  
16 shareholder of the corporate entity known as ALL CITIES REALTY INC. ALL CITIES  
17 REALTY is a small Internet based real estate broker offering discounted brokerage  
18 services solely in Orange County, California. ALL CITIES REALTY is believed to consist  
19 of essentially one employee, i.e., its owner, JOSEPH MINER. Defendant LILLIAN  
20 DUNLOP aka Lily Dunlop is the wife of JOSEPH MINER and she is the only real estate  
21 salesperson who works for MINER. At all relevant times herein LILLIAN DUNLOP was  
22 acting in concert with MINER at MINER's direction. At all relevant times herein mentioned,  
23 Defendants chose to intentionally interfere with CF's real estate business, by use of  
24 deception and false statements, which has caused CF to lose a substantial amount of  
25 money, to lose agents and has caused CF to be unable to retain new agents.

26 3. CF is presently unaware of the true names and capacities, whether individual,  
27 corporate, associate, or otherwise, of DOES 1 to 50, inclusive, and therefore sues said  
28 Defendants by such fictitious names. CF is informed and believes, and thereon alleges,

1 that each of the Defendants designated herein as a DOE is responsible in some manner  
2 for the events and happenings to which reference is hereafter made. CF will seek leave  
3 of court to amend this Complaint to set forth the true names and capacities of said DOE  
4 Defendants when ascertained.

5 4. An economic relationship existed between CF and the clients of CF and  
6 between CF and other brokerage companies and a relationship would have existed  
7 between CF and potential clients, which all contain a probable future economic benefit and  
8 advantage to CF, in the sum of a percentage of the gross sales price of every piece of real  
9 property that CF sells either as listing broker, selling broker or dual broker. CF also collects  
10 office fees for each real estate agent who works for CF.

11 5. Defendants, and each of them, knew of the existence of said economic  
12 relationships, including that CF sells a very substantial amount of real estate and earns a  
13 substantial amount of money in the form of commissions, where it acts as a real estate  
14 broker and in the collection of office fees. According to MINER's own website they knew  
15 that CF was "the largest RE/MAX franchise in California with many offices." MINER on  
16 their own website also acknowledged that they knew that what they chose to do would  
17 cause CF to suffer "grief, discomfort, or potential financial loss."

18 6. Nevertheless despite having this knowledge, Defendants, and each of them,  
19 engaged in acts or conduct designed to intentionally interfere with or disrupt the  
20 relationship between CF and CF's existing clients and future clients.

21 7. The economic relationships described above were interfered with so that CF  
22 was deprived of receiving substantial revenue and office fees. CF is informed and believes  
23 that MINER chose to indiscriminately name present and former CF agents who MINER  
24 thought were agents, associated brokers or employees, between August 2002 and the  
25 present, as a defendant in Case No. BC355724. MINER chose to name any agent whose  
26 name appeared on the Department of Real Estate database as a CF agent, or on an agent  
27 roster that was provided by CF, whether or not they had decided to leave CF and whether  
28 or not they did any deals while working at CF. MINER chose to threaten every agent who

1 wanted to work for CF by saying: "If you have not been served with a summons and  
2 complaint to date, you will be getting one at some point." CF is informed and believes that  
3 as a consequence, CF was unable to have real estate salespersons join their rank, which  
4 has substantially reduced its income.

5 8. CF is further informed and believes that MINER caused the names of present  
6 and former CF agents and employees to be linked to a website operated and run by  
7 MINER. MINER for several years has published the names of each CF agent on its  
8 website specifically identifying them as CF. The acts and conduct of CF, and each of  
9 them, were designed to and did substantially interfere with and substantially disrupt said  
10 relationships as CF has lost substantial revenue and office fees. Each agent CF has lost  
11 has caused CF to have to retain and train new agents. New agents have been dissuaded  
12 from coming to CF as a result of MINER's actions. Other real estate brokerages have been  
13 dissuaded from doing transactions with CF.

14 9. CF is informed and believes that the public, current and past CF agents and  
15 present and potential clients of CF and brokerage companies, have been told for the past  
16 several years by MINER, that CF was and is a horrible company that is a "predator" who  
17 acts fraudulently and MINER added as follows:

18  
19 "THERE ARE PLENTY OF REAL ESTATE BROKERS IN LOS ANGELES  
20 ~~DO YOURSELF A FAVOR - FORGET THIS REMAX AND FIND A~~  
21 DIFFERENT BROKER."

22  
23 MINER added in his past and current website:

24  
25 "These articles contain interesting and significant information regarding the  
26 current and former Legal Actions against RE/MAX All Cities Realty and  
27 RE/MAX Beach Cities Realty - depending on what name they are using that  
28 day.

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The Corporate name of the holding company for the franchises is CF Real Estate Loans Inc.

Now this is only Los Angeles County and this is just a partial list of cases we have uncovered. We are sure there are cases under each name of each location and cases in each county in Southern California too. We have six more full PDF files to list and that is just the tip of the iceberg.

DISCLAIMER - Check these out thoroughly as some may not have to do with this RE/MAX franchise. Also RE/MAX is innocent until found guilty and we have no idea how all these cases turned out.

The fact that there are so many unhappy customers to have to sue is something that anyone should consider.

There are literally 100s of other cases in the different names of their branches....

For your inspection we will have 100s of cases on the web.

Coming soon hundreds of fraud and court cases against this RE/MAX!

Coming soon hundreds of fraud and court cases against this RE/MAX!

Coming soon hundreds of fraud and court cases against this RE/MAX!

As time permits we will list all the court cases this company has been sued with. Amazing!"

1           10. CF is informed and believes that statements set forth in para. 9, quoted from  
2 MINER's own website, are false. MINER also stated that "RE/MAX is innocent until found  
3 guilty and we have no idea how all these cases turned out," yet at the same time MINER  
4 states that the simple act of filing cases means that no one should work at CF and no  
5 customers should use CF's services:

6  
7           "The fact that there are so many unhappy customers to have to sue is  
8 something that anyone should consider."  
9

10           MINER also falsely states: "There are literally 100s of other cases in the different  
11 names of their branches."  
12

13           MINER without any factual foundation also stated that there will be "Coming soon  
14 hundreds of fraud and court cases against this RE/MAX!"  
15

16           CF is informed and believes that the MINER knew that the number of cases filed  
17 against CF is primarily the product of CF selling a lot of real estate and having a large  
18 number of agents and doing a very high volume of real estate transactions. CF is informed  
19 and believes that MINER deceived the public, CF agents, CF clients and future clients and  
20 other brokerage companies by saying that no one should do business with CF based upon  
21 the number of lawsuits that were filed, by falsely stating the number of lawsuits and by  
22 falsely stating without any foundation that there would be hundreds of fraud cases.

23           11. CF is informed and believes that MINER also falsely told CF agents: "**As an**  
24 **independent contractor you run your own business and make your own**  
25 **decisions.....**The reality is that this could last 5 years or more." CF is further informed and  
26 believes that MINER has falsely told agents that CF agents would be better served if they:  
27 1) hired their own attorneys as they would "give up some of your legal rights," by allowing  
28 CF to pay for the agents' defense of Case No. BC 355724; 2) filed cross-complaints

1 against CF; and 3) consulted with Jeffrey Sax who was falsely described as "the point of  
2 contact for the State of California Superior Court." The true facts were that real estate  
3 agents do not run their own business and they do not make all their own decisions, as  
4 agents only may operate under the license of a real estate broker, that the agents would  
5 not be giving up legal rights, that CF agents were best served by not retaining separate  
6 attorneys, that filing cross-complaints against CF was counterproductive, that Jeffrey Sax  
7 filed a Complaint against them and should not be contacted under any circumstance, and  
8 Jeffrey Sax was not "the point of contact for the State of California Superior Court."

9 12. On or about July 21, 2006, JOSEPH MINER sent an email letter to many CF  
10 real estate agents. This letter informed the agents that they were named defendants in a  
11 lawsuit and further informed them that they would be served with a summons and  
12 complaint at their homes or offices "soon." Attached to this email letter was a copy of a  
13 Complaint, which claimed \$350,000 in damages from each agent. On or about August 2,  
14 2006, more than 750 of CF's agents, former agents and unknown persons were served  
15 with process at CF's main office in Manhattan Beach, California.

16 13. CF is informed and believes that hundreds of other CF agents have been  
17 served with process under false pretenses while engaged in selling real estate, i.e.,  
18 MINER's process servers have posed as potential customers who then have served former  
19 and current CF agents at "open houses. MINER's process servers purposely affected  
20 service when potential customers were present in the open house homes to negatively  
21 affect CF's business. The service was not effectuated as was falsely represented at  
22 agents' homes and offices. In addition, CF is informed and believes that the Defendant  
23 LILLIAN DUNLOP deceptively and fraudulently impersonated real potential buyers and  
24 sellers, by using an e-mail address of "Clickforluck@aol.com." Defendant LILLIAN  
25 DUNLOP posed several times as "Lily," and brought up the Defendants' lawsuit against CF,  
26 in a deceptive attempt, with the knowledge of MINER, to scam the agents and try and get  
27 useful information to use against CF. LILLIAN DUNLOP posed as potential buyers and  
28 sellers even though she had no intention of buying or selling real estate and she knowingly

1 wasted the time and effort of CF agents over several months causing CF to lose further  
2 revenue.

3 14. CF is informed and believes that the Defendants' abusive tactics were  
4 intentionally intended to intimidate and embarrass each individual CF agent and to cause  
5 current and former CF agents and CF to lose business. The Defendants were well aware  
6 as a real estate brokerage that CF and its agents share the commissions from real estate  
7 sales. Therefore, when CF agents lose business as a result of Plaintiff's actions, CF also  
8 directly loses income. MINER was further well aware that when it publicly posted the  
9 names of present and former CF agents on its website loudly proclaiming that it has  
10 brought suit against each agent for trademark infringement and when MINER exhorted  
11 members of the consuming public not to deal with CF and its agents, that disparagement  
12 of CF agents causes agents to lose income and thereby causes CF to lose income.

13 15. Defendants' interference has caused CF to lose substantial revenue and  
14 office fees, to incur costs in retaining and training new agents, to lose agents and not be  
15 able to retain new agents who have been dissuaded from coming to CF as a result of  
16 Defendants' actions. CF has also lost substantial revenue because other real estate  
17 brokerages have been dissuaded from doing transactions with CF. Defendants' actions  
18 have caused substantial financial losses, in a sum in according to proof. The Defendants  
19 acted with knowledge that their conduct would be injurious to CF, for the purpose of  
20 interfering with CF revenue and office fees. Defendants' reprehensible acts and conduct  
21 justify the imposition of punitive damages, in a sum according to proof.

22  
23 **SECOND CAUSE OF ACTION**

24 (For Negligent Interference with Prospective  
25 Economic Advantage against all Defendants)

26 16. CF refers to paragraphs 1 through 14 of the First Cause of Action and  
27 incorporate said paragraphs by reference as though fully set forth herein.

28 //



1 actions. CF has also lost substantial revenue because other real estate brokerages have  
2 been dissuaded from doing transactions with CF. MINER's actions have caused  
3 substantial financial losses, in a sum in according to proof.

4  
5 **FOURTH CAUSE OF ACTION**

6 (For Interference with Contractual Relations against MINER)

7 22. CF refers to paragraphs 1 through 14 of the First Cause of Action and said  
8 paragraphs by reference as though fully set forth herein.

9 23. MINER knew of the existence of the Independent Contractor Agreements  
10 and of the commission and office fee arrangement between CF and its agents because it  
11 is a real estate brokerage company and knew that CF would receive commission, in the  
12 form of a percentage of the gross sales price of every piece of real property that CF sells  
13 either as listing broker, selling broker or dual broker.

14 24. MINER intentionally engaged in acts or conduct whereby MINER urged CF  
15 agents to leave which has caused CF to suffer a substantial loss of revenue and office  
16 fees, to incur costs in retaining and training new agents, to lose agents and not be able to  
17 retain new agents who have been dissuaded from coming to CF as a result of MINER's  
18 actions. CF has also lost substantial revenue because other real estate brokerages have  
19 been dissuaded from doing transactions with CF. MINER's actions have caused  
20 substantial financial losses, in a sum in according to proof.

21  
22 **FIFTH CAUSE OF ACTION**

23 (Intentional Infliction of Emotional Distress against MINER)

24 25. KELLI TODD refers to paragraphs 1 through 14 of the First and Second  
25 Causes of Action and said paragraphs by reference as though fully set forth herein.

26 26. KELLI TODD is informed and believes that MINER's conduct which was  
27 directed at her as president of CF was outrageous and beyond the bounds of decency,  
28 such that no reasonable person could be expected to endure it. MINER's website smears

1 KELLI TODD by association, as it contains statements that would cause an observer to  
2 mistakenly believe that KELLI TODD had either been convicted of fraud or had likely  
3 engaged in fraudulent conduct. KELLI TODD has neither been convicted of fraud nor has  
4 she engaged in fraudulent conduct. MINER's making these false implications over a period  
5 of several years is "extreme and outrageous" conduct. Furthermore, MINER's conduct was  
6 intentional and malicious and done for the purpose of causing KELLI TODD to suffer  
7 extreme severe emotional distress, and as a result of which, KELLI TODD suffered and still  
8 is suffering from distress, nervousness, pain and suffering, anger and embarrassment and  
9 ordeal, which no person in civilized society should be expected to have to bear.

10 27. MINER knew that by acting the way they did, as described above, that there  
11 existed a strong likelihood that KELLI TODD would be subjected to severe emotional harm,  
12 pain and suffering. Despite this knowledge MINER persisted in wrongful actions that were  
13 of a kind that was calculated to cause extreme emotional harm.

14 28. As a consequence of the foregoing, KELLI TODD is entitled to emotional  
15 distress damages in a sum according to proof. MINER acted with knowledge that their  
16 conduct would injury KELLI TODD, but were done anyway. MINER's reprehensible acts  
17 and conduct justify the imposition of punitive damages in a sum according to proof.

18  
19 **SIXTH CAUSE OF ACTION**

20 (Fraud against the Defendants)

21 29. CF refers to paragraphs 1 through 14 of the First Cause of Action and  
22 paragraphs 26 and 27 of the Fifth Cause of Action and hereby incorporate said paragraphs  
23 by reference as though fully set forth herein.

24 30. CF is informed and believes that MINER fraudulently misrepresented to the  
25 public, to past and current CF agents, to present and potential clients of CF and to  
26 brokerage companies, that CF was and is a horrible company that is a "predator" who acts  
27 fraudulently. MINER on their website that "RE/MAX is innocent until found guilty and we  
28 have no idea how all these cases turned out," yet at the same time states that the simple

1 act of filing cases means that no one should work at RE/MAX and no customers should  
2 use RE/MAX's services:

3  
4 "The fact that there are so many unhappy customers to have to sue is  
5 something that anyone should consider."  
6

7 Defendants further falsely state: "There are literally 100s of other cases in the  
8 different names of their branches."  
9

10 Defendants with no factual foundation stated that there will be "Coming soon  
11 hundreds of fraud and court cases against this RE/MAX!"  
12

13 31. CF is informed and believes that MINER knew that the number of cases filed  
14 against CF was the product of CF selling a lot of real estate, having a large number of  
15 agents and doing a very high volume of real estate transactions. CF is informed and  
16 believe that MINER knowingly ignored this fact and deceived the public, agents, clients,  
17 future clients and other brokers by saying that no one should do business with CF based  
18 upon the number of lawsuits that were filed against CF. MINER also knowingly  
19 exaggerated the number of lawsuits and claimed that there would be hundreds of fraud  
20 cases against CF without any foundation for such a statement. MINER knew "hundreds  
21 of fraud and court cases" would not materialize and they have not materialized.

22 32. CF is informed and believes that MINER falsely represented to CF agents:  
23 "**As an independent contractor you run your own business and make your own**  
24 **decisions.....**The reality is that this could last 5 years or more." CF is further informed and  
25 believes that MINER falsely told CF agents that CF agents would be better served if they:  
26 1) hired their own attorneys as they would "give up some of your legal rights," by allowing  
27 CF to pay for the agents' defense of Case No. BC 355724; 2) filed cross-complaints  
28 against CF; and 3) consulted with Jeffrey Sax who was falsely described as "the point of

1 contact for the State of California Superior Court.” The true facts were that real estate  
2 agents do not run their own business and they do not make all their own decisions, as  
3 agents only may operate under the license of a real estate broker, that the agents would  
4 not be giving up legal rights, that CF agents were best served by not retaining separate  
5 attorneys, that filing cross-complaints against CF was counterproductive, that Jeffrey Sax  
6 filed a Complaint against them and should not be contacted under any circumstance, and  
7 Jeffrey Sax was not “the point of contact for the State of California Superior Court.”

8 33. CF is further informed and believes that hundreds of CF agents have been  
9 served with process under false pretenses while engaged in selling real estate, i.e.,  
10 MINER’s process servers have posed as potential customers who then have served former  
11 and current CF agents at “open houses. MINER’s process servers purposely affecting  
12 service when potential customers were present in the open house homes to negatively  
13 affect CF’s business. The service was not done at agents’ homes or offices as was falsely  
14 represented. In addition, CF is informed and believes that Defendant LILLIAN DUNLOP,  
15 using an e-mail address of “Clickforluck@aol.com, posed several times as “Lily,” and  
16 brought up the Defendants’ lawsuit against CF, in a deceptive attempt, with the knowledge  
17 of MINER, to scam the agents and try and get useful information to use against CF.  
18 LILLIAN DUNLOP posed as potential buyers and sellers even though she had no intention  
19 of buying or selling real estate and she knowingly wasted the time and effort of CF agents  
20 over several months causing CF to lose further revenue.

21 34. CF justifiably relied on the fact that the Defendants would not publish  
22 knowingly false statements, would not deceive the public, CF’s clients and potential clients,  
23 CF present and former and agents and other brokerage companies. However, the  
24 Defendants chose to knowingly provide false information and use deception.

25 35. CF is informed and believes that the Defendants made these intentionally  
26 false representations and engaged in their deception for the expressed purpose of causing  
27 CF to lose substantial revenue and office fees, including but not limited to incurring costs  
28 in retaining and training new agents, causing CF to lose agents and not be able to retain

1 new agents who have been dissuaded from coming to CF as a result of Defendants'  
2 actions and causing other real estate brokerages to be dissuaded from doing transactions  
3 with CF. Defendants' actions have caused substantial financial losses, in a sum in  
4 according to proof. The Defendants acted with knowledge that their fraudulent conduct  
5 would injure CF, for the purpose of interfering with CF revenue. Defendants' reprehensible  
6 acts and conduct justify the imposition of punitive damages, in a sum according to proof.  
7

### 8 SEVENTH CAUSE OF ACTION

9 (Against the Defendants for Negligent Misrepresentation)

10 36. CF refers to paragraphs 1 through 14 of the First Cause of Action,  
11 paragraphs 26 and 27 of the Fifth Cause of Action and paragraphs 30-34 of the Sixth  
12 Cause of Action and hereby incorporate said paragraphs by reference as though fully set  
13 forth herein.

14 37. CF is informed and believes, and thereupon allege, that the Defendants had  
15 no reasonable or sufficient ground for believing that the representations that they made  
16 were true at the time they have continually published the false representation in MINER's  
17 website, for several years and wthey they impersonated buyers and sellers.

18 38. By reason of such conduct said Defendants made negligent  
19 misrepresentations. As a direct and proximate result of such negligent misrepresentations  
20 by Defendants, they have caused CF to lose substantial revenue and office fees, including  
21 but not limited to incurring costs in retaining and training new agents, causing CF to lose  
22 agents and not be able to retain new agents who have been dissuaded from coming to CF  
23 as a result of Defendants' actions and causing other real estate brokerages to be  
24 dissuaded from doing transactions with CF. Defendants' actions have caused substantial  
25 financial losses, in a sum in according to proof.  
26

27 WHEREFORE, CF prays judgment against Defendants, and each of them, as  
28 follows:

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**FIRST CAUSE OF ACTION**

- 1. For general damages according to proof;
- 2. For punitive damages in a sum to be determined at the time of trial;

**SECOND CAUSE OF ACTION**

- 2. For general damages according to proof;

**THIRD CAUSE OF ACTION**

- 3. For general damages according to proof;

**FOURTH CAUSE OF ACTION**

- 4. For general damages according to proof;

**FIFTH CAUSE OF ACTION**

- 5. For general damages according to proof;
- 6. For special damages according to proof;
- 7. For punitive damages in a sum to be determined at the time of trial;

**SIXTH CAUSE OF ACTION**

- 8. For general damages according to proof; and
- 9. For punitive damages in a sum to be determined at the time of trial.

**SEVENTH CAUSE OF ACTION**

- 10. For general damages according to proof;

**ALL CAUSES OF ACTION**

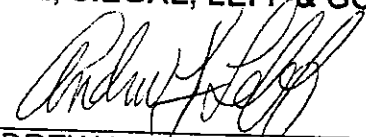
- 11 For interest at the legal rate;
- 12. For costs of suit incurred herein;

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- 13. For revenues and office fees owed to CF;
- 14. For such other and further relief as this Court may deem just and proper.

DATED: September 26, 2007

**SPILE, SIEGAL, LEFF & GOOR LLP**

By:   
ANDREW L. LEFF, ESQ.  
Attorney for Plaintiffs

1 ANDREW L. LEFF, ESQ.[SBN 125850]  
2 **SPILE, SIEGAL, LEFF & GOOR LLP**  
3 16501 Ventura Blvd., Ste. 610  
4 Encino, CA 91436  
5 Tel: 818-784-6899 - Fax: 818-784-0176  
6 E-mail: aleff@spile-siegal.com

7  
8 Attorneys for Plaintiffs C.F. REAL ESTATE LOANS  
9 INC. and KELLI TODD

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES - SOUTHWEST DISTRICT

11 C.F. REAL ESTATE LOANS )  
12 INC., a California corporation, and KELLI )  
13 TODD, an individual, )  
14 Plaintiffs, )  
15 vs. )  
16 ALL CITIES REALTY INC. dba ALL CITIES )  
17 REALTY; JOSEPH MINER, an individual; )  
18 LILLIAN DUNLOP, an individual and DOES )  
19 1-50, inclusive, )  
20 Defendants. )

Case No. YC056028  
[Unlimited Jurisdiction]  
Assigned to:  
Hon. Bob Hight, Dept. D  
C.F. REAL ESTATE LOANS  
INC.AND KELLI TODD NOTICE OF  
CASE MANAGEMENT  
CONFERENCE

20 TO ALL PARTIES HEREIN:

21  
22 PLEASE TAKE NOTICE that the court has ordered all parties to appear for a Case  
23 Management Conference on March 13, 2008, commencing at 8:30 a.m., a.m. in  
24 Department D of the above-entitled court located at 825 Maple Avenue, Torrance,,  
25 California. The parties are to comply with California Rules of Court, Rule 212.


26 /////  
27 /////  
28 //

1 A true and correct copy of the Court's Notice of Case Management Conference is  
2 attached as Exhibit "1" hereto and incorporated herein by this reference.

3  
4 DATED: October 8, 2007

**SPILE, SIEGAL, LEFF & GOOR LLP**

5  
6 By:

  
7 ANDREW L. LEFF, ESQ.  
8 Attorney for Plaintiffs  
9 C.F. REAL ESTATE LOANS INC. and KELLI  
10 TODD

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

Reserved for Clerk's File Stamp

COPY FORWARDED COPY

CLASSIFIED  
Law of the People for Court

OCT 04 2007

John A. Clarke, Executive Officer/Clerk

T. Rhodes, Deputy

CASE NUMBER:

YC056028

COURTHOUSE ADDRESS:

825 MAPLE AVENUE, TORRANCE, CA 90503

PLAINTIFF:

DEFENDANT:

**NOTICE OF CASE MANAGEMENT CONFERENCE**

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing to all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 3-13-08	Time: 8:30	Div/Dept: 00
---------------	------------	--------------

Pursuant to CRC 212, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order dismissing fictitious/unnamed defendants; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (GC 68600 et. seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions (including dismissal of the case, striking of the answer and payment of money), pursuant to LASC Local Rules Chapter 7, CCP Sections 177.5, 583.150, 586.360 and 583.420 and GC Section 68608 (b).

Bob Hight

Date: 10-4-07

Judge/Commissioner

**CERTIFICATE OF SERVICE**

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

by depositing in the United States mail at the courthouse in \_\_\_\_\_, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

by personally giving the party notice upon filing of the complaint.

[	]	[	]
[	]	[	]

Date: 10-4-07

John A. Clarke, Executive/Officer Clerk

By \_\_\_\_\_, Deputy Clerk

T. RHODES

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Andrew L. Leff, Esq., Bar No. 125850 SPILE, SIEGAL, LEFF & GOOR, LLP 16501 Ventura Boulevard Suite 610 Encino, CA 91436 TELEPHONE NO.: 818-784-6899 FAX NO.: 818-784-0176		FOR COURT USE ONLY
ATTORNEY FOR (Name): Plaintiffs C.F. Real Estate Loans, Inc. and Kelli Todd		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 825 South Maple Avenue MAILING ADDRESS: CITY AND ZIP CODE: Torrance, CA 90503 BRANCH NAME: Southwest District		
CASE NAME: C.F. REAL ESTATE v. ALL CITIES REALTY, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	CASE NUMBER: <b>7C056028</b> JUDGE: DEPT:
<input type="checkbox"/> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

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

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

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

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

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

4. Number of causes of action (specify): seven (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: October 3, 2007  
 Andrew L. Leff, 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.

**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 7 \_\_\_\_\_ 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)**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Class Actions must be filed in the County Courthouse, Central District.</li> <li>2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> </ol> |
|---|--|

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

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

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

Employment

Contract

Real Property

Unlawful Detainer

Judicial Review

SHORT TITLE: C.F.REAL ESTATE v. ALL CITIES REALTY, et al. CASE NUMBER

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	1., 2., 3.
Other (35)	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	<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	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	1., 2., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - 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.

SHORT TITLE: C.F. REAL ESTATE v. ALL CITIES REALTY, et al.

CASE NUMBER

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
	Provisionally Complex Litigation	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
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.
Enforcement of Judgment	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.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above)	<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.
	(42)	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	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.


SHORT TITLE: C.F. REAL ESTATE v. ALL CITIES REALTY, et al.	CASE NUMBER
--	-------------

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" 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.			400 S. Sepulveda Blvd., Suite 100
CITY: Nanhattan Beach	STATE: CA	ZIP CODE: 90266	Principal place of Business

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 Superior Court of California courthouse in the Southwest 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: October 3, 2007

  
 \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Andrew L. Leff

**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 CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, 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.

## NOTICE TO LITIGANTS

### SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

#### INFORMATION REGARDING NEW CALIFORNIA RULES OF COURT THAT TAKE EFFECT JULY 1, 2002

This brief synopsis is provided to inform litigants, attorneys and the general public of new California Court Rules effective July 1, 2002, which affect the processing and filing of limited and unlimited civil cases (with the exception of Unlawful Detainers, Small Claims actions, Complex Civil Cases, Probate, Guardianship, Conservatorship, Family Law, Juvenile Court proceedings and Short Cause Cases).

The full text of these changes can be found in the California Rules of Court Booklet.

#### **RULE 201.7 (Re Time for Service of Complaint, Cross-Complaint and Response)**

Complaints are to be served and proofs of service filed with the court **within 60 days after filing of the complaint.**

On amended complaints, the added defendant must be served and proof of service must be filed **within 30 days of filing the amended complaint.**

A Cross-Complaint against a party who has already appeared in the action, **must be accompanied by proof of service of the cross-complaint at the time it is filed.**

The plaintiff **within 10 days** after the time for response has elapsed must file a Request for Entry of Default and must obtain a default judgment **within 45 days** after entry of default.

#### **RULE 201.8 (Re Case Cover Sheet)**

Required **in each** civil limited or unlimited action.

#### **RULE 201.9 (Re Information about Alternative Dispute Resolution)**

Plaintiffs will be provided an Alternative Dispute Resolution (ADR) package at time of filing the complaint and **must serve** a copy of said package on each defendant.

---

#### **RULE 212 (Re Case Management Conference, Meet and Confer Requirement; and Case Management Order)**

A Case Management Review/Conference must be completed no **later than 180 days** from filing of the complaint. The Los Angeles Superior Court will set said review/conference date 140 to 160 days from filing of the complaint. Individual courts may set additional earlier status conferences.

Notice of the Case Management Review/Conference will be given to all parties **no later than 45 days** before the review/conference date. If the court determines that appearances are not necessary at the Case Management Review/Conference, the court may issue a Case Management Order and notify the parties that no appearance is necessary.

**No later than 15 calendar days** before the date set for the Case Management Review/Conference, each party (individually or jointly) must file a Case Management Conference Statement using the mandatory Judicial Council form No. **CM-110**.

**LOS ANGELES SUPERIOR COURT**  
**CIVIL ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS**  
[CRC 201.9(c) Information about Alternative Dispute Resolution]

The plaintiff shall serve a copy of the ADR Information package on each defendant along with the complaint.

**ADR PROGRAMS**

"Alternative Dispute Resolution (ADR)" is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes such as arbitration, mediation, early neutral evaluation (ENE), and settlement conferences, are less formal than court and provide opportunities for litigants to reach an agreement using a problem-solving approach rather than the more adversarial approach of litigation.

**MEDIATION** A neutral third party called a "mediator" helps participants in the dispute create their own resolution. The mediator helps facilitate a discussion in which the parties reach a mutually agreed upon settlement. Therefore, mediation allows for more creative resolutions to disputes than other ADR processes.

The Court Mediation Program is governed by Code of Civil Procedure sections 1775-1775.15, California Rules of Court, Rules 1620-1622 and 1630-1639, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, Chapter 12.

**ARBITRATION** A neutral third party called an "arbitrator" listens to each side in the dispute present its case. The arbitrator, who is an attorney, issues a decision based on the evidence. Although evidence is presented, arbitration is a less formal process than litigation. The decision is non-binding unless the parties agree in writing to binding arbitration.

The Court Arbitration Program is governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, Rules 1600-1618, and Los Angeles Superior Court Rules, Chapter 12.

**ENE** A neutral third party called an "evaluator" will provide the parties and their counsel, on a voluntary basis and in a confidential session, the opportunity to make summary presentations of their claims and defenses, including key evidence. After hearing the presentations, the evaluator, who is an experienced lawyer with subject-matter expertise, offers a non-binding evaluation.

The evaluator will also help clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions, and, if requested by parties, settlement assistance. Although settlement is not the primary goal of ENE, the ENE process can reduce litigation time and costs and promote settlement.

The Court ENE Program is governed by Los Angeles Superior Court Rules, Chapter 12.

**SETTLEMENT CONFERENCE** A neutral third party called a "settlement officer," who is also a retired judge, assists the parties in negotiating their own settlement and may evaluate the strengths and weaknesses of the case.

**JURISDICTIONAL LIMITATIONS**

**MEDIATION, ARBITRATION & ENE** Any case in which the amount in dispute is between \$25,000-\$50,000 per plaintiff, and was not previously referred to the Court ADR Program, can be sent to the Court ADR Program for mediation, arbitration, or ENE by stipulation, election by plaintiff or order of the court.

Parties may *voluntarily* request or initiate a mediation or arbitration proceeding, regardless of the amount in dispute.

**SETTLEMENT CONFERENCE** Any case, regardless of the amount in dispute, may be ordered to a settlement conference. There is no monetary limit.

**REFERRAL INFORMATION**

After the Court determines the suitability of a case for ADR, the Court directs the parties to the ADR Department to initiate the ADR process. Once the parties have completed the ADR intake forms, a Neutral may be selected.

## NEUTRAL SELECTION

Parties may select a mediator or arbitrator from the Court Party Pay Panel or Pro Bono Panel or may hire someone privately, at their discretion. Parties are assigned to a settlement officer by court staff.

## COURT ADR PANELS

<b>PARTY PAY PANEL</b>	The Party Pay Panel consists of mediators and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the mediator or arbitrator if the parties consent in writing.
<b>PRO BONO PANEL</b>	The Pro Bono Panel consists of trained mediators and arbitrators who have not yet gained the experience to qualify for the Party Pay Panel and experienced mediators and arbitrators who make themselves available pro bono. Mediators and arbitrators donate their time to the courts as a way of supporting the judicial system. It is the policy of the Court that all pro bono volunteer mediators and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the mediator or arbitrator if the parties consent in writing.
<b>ENE</b>	The Court ENE Panel consists of experienced lawyers who have been trained to serve as neutral evaluators. The evaluators provide preparation time and three hours hearing time per case at no charge. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the evaluator if the parties consent in writing.
<b>PRIVATE NEUTRAL</b>	The market rate for private neutrals can range from \$200-\$1,000 per hour.

For additional information, visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

Partially Funded by the Los Angeles County Dispute Resolution Program

## LOS ANGELES COUNTY DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS

The following organizations provide mediation services under contract with the Los Angeles County Department of Community & Senior Services. Services are provided to parties in any civil case filed in the Los Angeles County Superior Court. Services are not provided under this program to family, probate, traffic, criminal, appellate, mental health, unlawful detainer/eviction or juvenile court cases.

**Asian-Pacific American Dispute Resolution Center**  
**(213) 250-8190**

(Spanish & Asian languages capability)

**California Academy of Mediation Professionals**  
**(818) 377-7250**

**Center for Conflict Resolution**  
**(818) 380-1840**

**Inland Valleys Justice Center**  
**(909) 397-5780**

(Spanish language capability)

**Office of the Los Angeles City Attorney Dispute Resolution Program**  
**(213) 485-8324**

(Spanish language capability)

**Los Angeles County Bar Association Dispute Resolution Services**  
**toll free number 1-877-4Resolve (737-6583) or (213) 896-6533**

(Spanish language capability)

**Los Angeles County Department of Consumer Affairs**  
**(213) 974-0825**

(Spanish language capability)

**The Loyola Law School Center for Conflict Resolution**  
**(213)-736-1145**

(Spanish language capability)

**Martin Luther King Legacy Association Dispute Resolution Center**  
**(323) 290-4132**

(Spanish language capability)

**City of Norwalk**  
**(562) 929-5603**

**DRPA Contractors do not provide legal advice or assistance, including help with responding to summonses. Accessing these services does not negate any responsibility you have to respond to a summons or appear at any set court date. See the reverse side of this sheet for information on the mediation process and obtaining legal advice.**

**THIS IS A TWO-SIDED DOCUMENT.**

**What is the goal of mediation?**

The goal is to assist the parties in reaching a mutually acceptable agreement or understanding on some or all of the issues. The parties jointly become the primary decision maker in how to resolve the issues as opposed to the traditional judge and/or jury system.

**Do I need an attorney for this?**

While it is recommended to have an attorney and/or receive legal advice before the mediation starts, you are not required to have representation. If you do have an attorney, they may participate in the mediation with you.

**How long does it take?**

Face-to-face mediations generally last one to three hours. Telephone conciliations, in which the parties do not meet face to face, vary from a few days to several weeks. Much depends on the number of parties involved and the complexities of the issues. When the mediation takes place depends on parties scheduling availability.

**A Mediator helps parties. . .**

- ◆ Have productive discussions
- ◆ Avoid or break impasses
- ◆ Defuse controversy
- ◆ Generate options that have potential for mutual gain
- ◆ Better understand each other's concerns and goals
- ◆ Focus on their interests rather than their positions

**A Mediator does not...**

- ◆ Provide advice or opinions
- ◆ Offer legal information
- ◆ Make decisions for parties
- ◆ Represent or advocate for either side
- ◆ Judge or evaluate anyone or anything
- ◆ Conduct research
- ◆ "Take Sides"

**What does it cost?**

The first three hours of any mediation are free. Thereafter, charges are based on income or revenue. All fees are waived for low-income individuals.

**Legal Advice/Information**

**If you want to retain an attorney**, a list of state certified referral services is at [courinfo.ca.gov](http://courinfo.ca.gov) which also has an on-line self help legal center.

**Self-Help Legal Access Centers** are at the Inglewood, Palmdale, Pomona, and Van Nuys courthouses. [nls-la.org](http://nls-la.org) and [lafla.org](http://lafla.org)

**Court Personnel** can answer non-legal questions (forms, fees, fee waivers). [lasuperiorcourt.org](http://lasuperiorcourt.org)

**Low-income individuals** may qualify for help from non-profit legal organizations. Court Personnel and DRPA contractors have such listings.

**What is the difference between the contractors listed and the Superior Court ADR Office?**

The services offered by the contractors listed may be accessed immediately. Those offered by the Superior Court ADR Office, also a DRPA contractor, may not be accessed by parties until a court appearance, or at the directive of the judge assigned to the case.

**Dispute Resolution Programs Act (DRPA) Grants Administration Office**  
**(213) 738-2621**

*(The DRP Office is not a Superior Court Office. Consult your phone directory to locate the number of the Court Office on your summons.)*

**THIS IS A TWO-SIDED DOCUMENT.**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	<i>Reserved for Clerk's Fee Stamp</i>
ATTORNEY FOR (Name):		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER:

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- Mediation
- Non-Binding Arbitration
- Binding Arbitration
- Early Neutral Evaluation
- Settlement Conference
- Other ADR Process (*describe*): \_\_\_\_\_

Dated: \_\_\_\_\_

Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Additional signature(s) on reverse