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8 KAREN HERNANDEZ

FILED
Superior Court of California
County of Los Angeles

MAY 18 2018

Sherril K. [Signature], Executive Officer/Clerk of Court
By [Signature], Deputy
Charlotte Robinson

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

BC 7 0 6 6 4 8

9 KAREN HERNANDEZ

10 Plaintiff,

11 v.

12 AIRBNB, INC.; FELIPE PARRA; and
13 DOES 1 to 99, inclusive,

14 Defendants.

CASE NO.:

PLAINTIFF'S COMPLAINT FOR DAMAGES

- 1. PREMISES LIABILITY;
- 2. FRAUD/DECEIT/INTENTIONAL MISREPRESENTATION;
- 3. RECKLESS MISCONDUCT/GROSS NEGLIGENCE;
- 4. UNFAIR COMPETITION;
- 5. NEGLIGENCE;
- 6. BREACH OF CONTRACT
- 7. BREACH OF WARRANTY OF HABITABILITY

[DEMAND FOR TRIAL BY JURY]

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22 COMES NOW Plaintiff KAREN HERNANDEZ and alleges as follows:

23 1. At all relevant times Plaintiff KAREN HERNANDEZ was and is an
24 individual who is a resident of the State of California, living in the County of Los Angeles in the
25 State of California.

26 2. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
27 defendant AIRBNB, INC. (hereinafter referred to as defendant "AIRBNB") was and is a
28 California entity, business form unknown, authorized to conduct business, and conducting

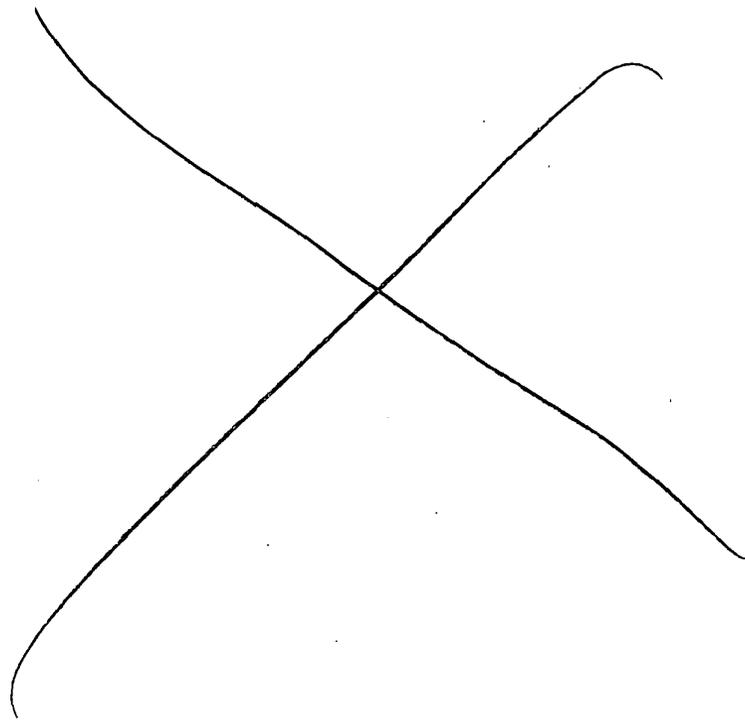
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CIT/CASE: BC706648
LEA/DEF#:

RECEIPT #: CCH505376063
DATE PAID: 05/18/18 12:25 PM
PAYMENT: \$435.00 310
RECEIVED:

CHECK: \$435.00
CASH: \$0
CHANGE: \$0
CARD: \$0



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11/01/2019 TRIAL: 11/18/2019 OSC: 05/18/2021

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business, in the State of California, with a principal place of business located in the City of San Francisco, County of San Francisco, in the State of California.

3. Plaintiff is further informed and believes, and thereupon alleges, that defendant FELIPE PARRA (hereinafter referred to as defendant "PARRA") at all relevant times was and is an individual with a principal residence in the City of Los Angeles, County of Los Angeles, in the State of California.

4. The true names or capacities, whether individual, corporate, associate or otherwise, of the Defendants designated herein as Does 1 to 99, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names, and Plaintiff will seek leave to amend this Complaint at such time as the true names and/or capacities are ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a Doe is negligently or otherwise responsible in some manner for the events and happenings referred to, and negligently caused the injuries and damages to Plaintiff as herein alleged.

5. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned defendants AIRBNB, PARRA, and DOES 1 to 99, inclusive, and each of them, were in a joint business venture together, and acting as the agents, representatives and/or employees of each other and were acting within the purpose and scope of their agency. The acts and conduct alleged herein of each such defendant were known to, authorized and ratified by each such defendant. This included defendant PARRA knowingly entering into a joint venture with defendant AIRBNB to advertise the subject premises to consumers known to be within the State of California, including Plaintiff.

6. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, each Defendant, whether known or unknown and whether sued by name or as a Doe defendant, was the agent, employee and/or employer of each of the remaining Defendants and was acting within the scope and course of said agency and employment.

7. Plaintiff is informed and believes, and thereon alleges, that at all times herein

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1 mentioned, defendants AIRBNB, PARRA, and DOES 1 to 99, inclusive, and each of them, were
2 in possession of and owned, operated, maintained, repaired, inspected, and controlled that certain
3 real property and improvements, including all stairways, identified as a property located at the
4 common areas on the subject premises located at 810 South Flower Street, Los Angeles, CA
5 90017 (hereinafter referred to as "the subject premises").

6 8. Plaintiff is informed and believes, and thereon alleges that at all relevant times,
7 defendants AIRBNB, PARRA, and DOES 1 to 99, inclusive, and each of them, operated and
8 maintained the subject premises as a residential "hotel" and/or short-term rental property with
9 common areas open to the public and/or invitees on the premises.

10 9. On or about May 21, 2016 Plaintiff entered into a seven (7) day short-term rental
11 agreement with defendants and each of them related to the subject premises. As a result,
12 commencing on or about May 22, 2016, Plaintiff KAREN HERNANDEZ was lawfully upon the
13 subject premises as a guest and invitee.

14 10. In advance of Plaintiff being a guest and invitee on defendant's premises, Plaintiff
15 was marketed to, and solicited by, defendants to stay at the subject premises in its capacity as a
16 "hotel" and/or short-term rental property.

17 11. During her tenancy on defendants' property Plaintiff was exposed to harmful and
18 infectious parasites identified as Scabies that were present on defendants' property well in
19 advance of Plaintiff residing in the property, and whose presence defendants knew or should have
20 reasonably discovered prior to Plaintiff residing in the property. Plaintiff thereby sustained
21 injuries to Plaintiff's person as a result of the exposure to Scabies by defendants.

22 12. Plaintiff is informed and believes, and thereon alleges, that at all relevant times in
23 or about May, 2016, defendants were solely responsible for inspection, maintenance and repair
24 of the subject premises. Plaintiff is further informed and believes that defendants failed and
25 refused to undertake competent inspection, maintenance and repair of the subject premises,
26 causing Plaintiff's injuries and damages.

27 13. Plaintiff is further informed and believes, and thereupon alleges, that at all relevant
28 times in or about May, 2016, defendants were knowingly and intentionally illegally marketing

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1 for rent, and renting the subject premises as an un-permitted residential hotel, and/or
2 un-permitted short-term rental property, in violation of relevant building codes and ordinances
3 applicable to the City of Los Angeles.

4 **FIRST CAUSE OF ACTION**

5 **(PREMISES LIABILITY)**

6 **(Alleged Against All Defendants)**

7 14. Plaintiff incorporates herein by reference all the allegations set forth in
8 paragraphs 1 through 13, inclusive, in their entirety as if fully set forth herein and with the same
9 force and effect.

10 15. Plaintiff is informed and believes, and thereon alleges, that since at all relevant
11 times defendants, and each of them, operated and maintained the subject premises as residential
12 hotel they advertised as open to the public. As such, said defendants had a duty to maintain and
13 repair said premises, in order to keep them in a safe manner, and free from hazards and dangers.

14 16. Plaintiff is further informed and believes, and thereon alleges, that the afore-
15 described dangerous and defective conditions were caused and created by the defendants, and
16 each of them, and their agents, representatives and employees, thereby giving said defendants
17 actual notice to correct and make safe the subject premises. In spite of said notice, defendants
18 never took action to correct or eliminate the dangerous and defective condition of the premises.

19 17. The afore-described condition of the subject premises were dangerous and
20 defective in that the subject premises as designed, maintained, controlled and supervised by
21 defendants represented and constituted a dangerous condition on premises and a hazard to persons
22 on the premises. Furthermore, there were no warnings present to alert persons such as Plaintiff
23 of the presence of the dangerous conditions.

24 18. Defendants further actively concealed building code violations, and non-habitable
25 conditions of the premises from Plaintiff at all relevant times.

26 19. As a direct and proximate result of the afore-described carelessness and negligence
27 of defendants, and each of them, in allowing the aforesaid dangerous and defective conditions
28 to exist, and improperly controlling, inspecting, maintaining and designing the subject premises,

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1 and causing the same to be dangerous, Plaintiff sustained the hereinafter described injuries and
2 damages.

3 20. At all relevant times, defendants and each of them, owed a duty to Plaintiff, as an
4 invitee on the premises, to maintain, inspect and repair the subject premises in a manner so as to
5 make the premises safe for persons on the premises. Defendants, and each of them, further had
6 a duty to warn Plaintiff of any dangers or hazards on the premises, and otherwise protect Plaintiff
7 from such hazards and dangers. Defendants, and each of them, breached said duties by failing
8 to protect Plaintiff, actively concealing dangerous conditions, and failing to provide reasonable
9 and necessary warnings to Plaintiff.

10 21. Plaintiff is informed and believes, and thereon alleges, that the misconduct of
11 defendants, and each of them, is the proximate cause of all damages to Plaintiff herein alleged.
12 The full nature and extent of Plaintiff's injuries and damages are not presently known, and
13 Plaintiff shall seek leave to amend to include further and additional damages at a later time.

14 22. As a direct and proximate result of the misconduct of the defendants, and each
15 of them, Plaintiff was seriously injured in health, strength and activity, sustaining injury to the
16 body and shock and injury to the nervous system and person, all of which said injuries have
17 caused, and continue to cause Plaintiff great physical, mental and nervous pain, suffering and
18 anguish, all to Plaintiff's general damage in a sum in excess of the minimal jurisdictional
19 requirements of this Court to be determined at some future date, according to law. Accordingly,
20 Plaintiff will also seek prejudgment interest for all such damages.

21 23. As a further direct and proximate result of the misconduct of the defendants,
22 and each of them, Plaintiff was required to, and did, employ physicians, surgeons and other health
23 care practitioners to examine, treat and care for Plaintiff, and did incur medical and incidental
24 expenses. The exact amount of such expenses are unknown to Plaintiff at this time, and Plaintiff
25 will ask leave to amend her Complaint to set forth the exact amount thereof when the same is
26 ascertained.

27 24. As a further direct and proximate result of the misconduct of the Defendants,
28 and each of them, Plaintiff sustained loss of earnings and earning capacity. The exact amount of

1 such loss is unknown to Plaintiff at this time, and Plaintiff will ask leave to amend this Complaint
2 to set forth the exact amount thereof when the same is ascertained.

3 **SECOND CAUSE OF ACTION**

4 **(FRAUD/DECEIT/INTENTIONAL MISREPRESENTATIONS)**

5 **(Alleged Against Defendants)**

6 25. Plaintiff incorporates herein by reference all the allegations set forth in
7 paragraphs 1 through 24, inclusive, in their entirety as if fully set forth herein and with the same
8 force and effect.

9 26. At all relevant times in advance of the subject incident, defendants and each of
10 them, advertised the subject premises to members of the public, including Plaintiff, as a
11 “residential hotel” or otherwise temporary lodging for rent.

12 27. At all relevant times, on May 21, 2016, Defendants and each of them intentionally
13 and knowingly misrepresented material facts to Plaintiff, with the intent to deceive and/or defraud
14 Plaintiff, which Plaintiff justifiably relied upon at all relevant times, including but not limited to
15 the following:

- 16 A. Defendants, by and through their authorized employees/agents, including
17 defendant PARRA, intentionally misrepresented to Plaintiff that he would
18 be provided a residential space for short-term rental that was safe and
19 habitable;
- 20 B. Defendants, by and through their authorized employees/agents, including
21 defendant PARRA, intentionally misrepresented to Plaintiff that the subject
22 premises complied with all applicable building codes and ordinances;
- 23 C. Defendants, by and through their authorized employees/agents, including
24 defendant PARRA intentionally misrepresented to Plaintiff
25 that the premises provided for rent had been inspected and was free of
26 defects;

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D. That the defendants were lawfully entitled to rent the subject premises for temporary purposes to guests and invitees that they solicited, including Plaintiff;

E. Such other false/fraudulent statements and misrepresentations by defendants as not presently known by Plaintiff at this time, but subject to discovery.

28. Plaintiff was unaware of the falsity of defendants' misrepresentations at all relevant times.

29. Plaintiff reasonably relied on those misrepresentations and if Plaintiff had known that those representations were false, Plaintiff would not have agreed to engage in a short-term rental agreement with defendants.

30. Furthermore, at all relevant times in advance of Plaintiff entering into agreement to stay at defendants' premises, defendants were aware that the property was not fit for human habitation.

31. In spite of this direct knowledge, defendants conspired and contrived to circumvent the applicable ordinances, laws and regulations, and knowingly concealed from members of the public, including Plaintiff, that the subject property was unfit for habitation.

32. Plaintiff was unaware of the dangerous conditions of the subject property at all relevant times.

33. Plaintiff would NOT have agreed to enter into a short-term rental with defendants if Plaintiff had known of the dangerous and uninhabitable condition of the property in advance.

34. Defendants made those aforementioned misrepresentations to Plaintiff for the purpose of inducing Plaintiff, and others, to pay defendants money for what was in actuality an uninhabitable property.

35. As a result of Plaintiff's reliance on defendants' misrepresentations, Plaintiff has suffered extensive economic, emotional, and severe and permanent physical damage.

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1 36. At such time that said intentional misrepresentations were made to Plaintiff by
2 defendants, said misrepresentations were made for the express purpose of both deceiving Plaintiff
3 for the personal benefit of all defendants as alleged herein.

4 37. At the time defendants, and each of them, made such statements to Plaintiff, said
5 statements were intentionally misleading and untruthful misrepresentations.

6 38. At all relevant times, Plaintiff was unaware of the falsity of the misrepresentations
7 made to him by defendants, and each of them, and instead relied on the misrepresentations made
8 to him by defendants, and each of them, ultimately to his detriment and injury.

9 39. At the time Defendants, and each of them, made all of the above-referenced
10 intentional fraudulent and deceitful misrepresentations to the public, including Plaintiff, said
11 defendants knew said misrepresentations to be false. Said actions were performed with the sole
12 intent of deceiving members of the public, including Plaintiff. Defendants continue to make the
13 same or similar misrepresentations to the public for financial gain and/or profit.

14 40. Furthermore, at all relevant times, Defendants by and through their executives,
15 managers, corporate officers, employees, agents and/or representatives were expressly aware and
16 knew of the false and fraudulent misrepresentations they were disseminating to the public,
17 including Plaintiff. Defendants by and through their executives, managers, corporate officers,
18 employees, agents and/or representatives, made said knowingly false and fraudulent
19 misrepresentations for the sole purpose of defrauding the Plaintiff, and other members of the
20 general public, by inducing them to participate in defendants' known unsafe premises, all to the
21 profit and financial gain of Defendants, and each of them.

22 41. Defendants also intentionally sought to deprive, and deprived, Plaintiff of his legal
23 rights and rights to property, and induced the Plaintiff to act in detrimental reliance on these
24 misrepresentations in the manner hereinafter alleged, or with the expectation that Plaintiff would
25 so act. Plaintiff relied on the express fraudulent misrepresentations of fact by Defendants, and
26 each of them, to his detriment and injury. The misrepresentations by Defendants have also caused
27 Plaintiff to delay prosecution of his legal rights under the instant action, all to the detriment of
28 Plaintiff.

1 48. Plaintiff alleges that Plaintiff was further injured due to reckless, intentional and
2 extremely careless acts or omissions by Defendants and/or by an agent, joint venturer, partner,
3 representative or employee of defendants, and each of them.

4 49. Plaintiff alleges that defendants, and each of them, are liable to Plaintiff for
5 engaging in willful misconduct that was reckless and extremely careless, and with intention to
6 perform acts that defendants knew, or should know, would very probably cause harm to Plaintiff
7 and others. Such misconduct, includes but is not limited to, the following:

8 A. Knowingly entering into short-term rental agreements for the subject
9 premises when defendants knew that the subject premises contained unsafe
10 conditions;

11 B. Actively concealing from the public, including Plaintiff, that the subject
12 premises contained unsafe conditions;

13 C. Failing to intervene to prevent injuries and harm to Plaintiff when it had
14 become reasonably apparent that Plaintiff would be injured by the
15 recklessness of defendants' agents/employees, in spite of the opportunity to
16 intervene;

17 D. Failing to install appropriate fail-safe mechanisms and/or safety features to
18 prevent incidents such as occurred with Plaintiff;

19 E. Such other misconduct as not presently known, but subject to discovery.

20 50. Furthermore, at all relevant times defendants, and each of them, marketed,
21 advertised and made available to the public the subject premises, and intentionally misrepresented
22 said premises to be safe for all guests and invitees.

23 51. Defendants, and each of them, further concealed or failed to warn the public,
24 including Plaintiff, that the subject premises were unsafe due to reckless and careless
25 agents/employees of defendants, and that guests and invitees faced a substantial risk of suffering
26 severe and permanent injuries as a result.

27 52. At all relevant times, Defendants and each of them, owed a duty to Plaintiff as a
28 consumer to warn Plaintiff that said premises were dangerous, unsafe and unfit for use under any

1 circumstances. Therefore, Defendants, and each of them, breached their duty by failing to
2 provide reasonable and necessary warnings to Plaintiff, and all members of the public.

3 53. At all relevant times, defendants, and each of them, owed a duty to Plaintiff to
4 provide Plaintiff with a safe environment, warn Plaintiff of known dangers, and prevent such
5 injuries from occurring.

6 54. Defendants, and each of them, breached said duty by engaging in the
7 misconduct herein alleged.

8 55. Defendants' misconduct as alleged herein evidenced clear intentional and
9 reckless disregard of and for the physical safety of others, including a reckless disregard for the
10 physical safety of the Plaintiff. Said reckless disregard of the health and safety of Plaintiff by
11 defendants created a substantially heightened risk of injury and damage to Plaintiff, and did in
12 fact result in injuries and damages to Plaintiff. Defendants intentionally performs such acts in
13 spite of the knowledge that their misconduct was so unreasonable and dangerous that they knew
14 or should know it was highly probable that harm would result to Plaintiff and others.

15 56. As a direct and proximate result of the afore-described intentional misconduct,
16 carelessness and reckless misconduct of the defendants, and each of them, Plaintiff sustained the
17 heretofore and hereinafter described injuries and damages.

18 57. As a direct and proximate result of the reckless misconduct of the defendants, and
19 each of them, Plaintiff was seriously injured in health, strength and activity, sustaining injury to
20 the body and shock and injury to the nervous system and person, all of which said injuries have
21 caused, and continue to cause Plaintiff great physical, mental and nervous pain, suffering and
22 anguish, all to Plaintiff's general damage in a sum in excess of the minimal
23 jurisdictional requirements of this Court to be determined at some future date, according to law.
24 Accordingly, Plaintiff will also seek prejudgment interest for all such damages.

25 58. As a further direct and proximate result of the reckless misconduct of the
26 defendants, and each of them, Plaintiff was required to, and did, employ physicians, surgeons and
27 other health care practitioners to examine, treat and care for them, and did incur medical and
28 incidental expenses. The exact amount of such expenses are unknown to Plaintiff at this time,

1 and Plaintiff will ask leave to amend this Complaint to set forth the exact amount thereof when
2 the same is ascertained.

3 59. As a further direct and proximate result of the reckless misconduct of the
4 defendants, and each of them, Plaintiff sustained loss of earnings and earning capacity. The exact
5 amount of such loss is unknown to Plaintiff at this time, and Plaintiff will ask leave to amend this
6 Complaint to set forth the exact amount thereof when the same is ascertained.

7 60. The reckless, careless, callous, and oppressive acts of defendants, and each of them,
8 as set forth herein-above, are sufficient to warrant the imposition of punitive and exemplary
9 damages against said defendants in an amount sufficient to punish and make an example of them.
10 The exact amount of such damages are presently unknown to Plaintiff, but will be subject to proof
11 at trial.

12 **FOURTH CAUSE OF ACTION**

13 **(UNFAIR COMPETITION)**

14 **[Violation of Business & Professions Code §17200 et seq.]**

15 **(Alleged by Plaintiff against all Defendants)**

16 61. Plaintiff incorporates, by this reference, each of the foregoing allegations as though
17 set forth at this point.

18 62. Plaintiff alleges on information and belief that, at all relevant times, Defendants
19 regularly, willfully, and intentionally violated the law by advertising and operating illegal "hotels"
20 and/or short-term rental properties that do not comply with applicable California Health and
21 Safety Code provisions.

22 63. Defendants' willful violations of the law, were unfair, unlawful, and/or fraudulent
23 and thus constitute unlawful business practices prohibited by Business & Professions Code
24 §17200 et seq. By means of these practices, defendants have gained an unfair competitive
25 advantage with respect to other competing companies in California, and throughout the United
26 States, which adhered to lawful norms of business conduct.

1 body and shock and injury to the nervous system and person, all of which said injuries have
2 caused, and continue to cause Plaintiff great physical, mental and nervous pain, suffering and
3 anguish, all to Plaintiff's general damage in a sum in excess of the minimal jurisdictional
4 requirements of this Court to be determined at some future date, according to law. Accordingly,
5 Plaintiff will also seek prejudgment interest for all such damages.

6 72. As a further direct and proximate result of the negligence of the defendants,
7 and each of them, Plaintiff was required to, and did, employ physicians, surgeons and other health
8 care practitioners to examine, treat and care for Plaintiff, and did incur medical and incidental
9 expenses. The exact amount of such expenses are unknown to Plaintiff at this time, and Plaintiff
10 will ask leave to amend Plaintiff's Complaint to set forth the exact amount thereof when the same
11 is ascertained.

12 73. As a further direct and proximate result of the negligence of the defendants,
13 and each of them, Plaintiff sustained loss of earnings and earning capacity. The exact amount of
14 such loss is unknown to Plaintiff at this time, and Plaintiff will ask leave to amend Plaintiff's
15 Complaint to set forth the exact amount thereof when the same is ascertained.

16 **SIXTH CAUSE OF ACTION**

17 **BREACH OF CONTRACT**

18 (Alleged Against All Defendants)

19 74. Plaintiffs incorporate herein by reference all the allegations set forth in paragraphs
20 1 through 73, inclusive, in their entirety as if fully set forth herein and with the same force and
21 effect.

22 75. In or about May, 2016, defendants and each of them, advertised to the public in the
23 State of California, including Plaintiff, that the subject premises was available for short-term
24 rental.

25 76. On or about May 21, 2016, Plaintiff entered into a contract with defendants,
26 and each of them, which provided, *inter alia*, for the short-term rental of the subject premises.
27 Plaintiffs incorporates by reference all of the specific language of this contract and alleges them
28 *in haec verba*.

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1 77. As part of the essential terms of the contract between Plaintiff and
2 defendants, these defendants agreed to provide the subject premises to Plaintiff in safe, good and
3 habitable condition.

4 78. Defendants, and each of them materially breached express terms of the contract
5 with Plaintiff by failing to provide Plaintiff with good, safe and habitable premises.

6 79. At all times mentioned herein, the afore-described written contracts were
7 in full force and effect.

8 80. At all times mentioned herein, Plaintiff had performed all of her obligations
9 pursuant to the terms of said written contracts.

10 81. Defendants' misconduct, and their intentional efforts to deceive Plaintiff
11 constitutes a violation of the terms and conditions of said contract. Defendants, and each of them,
12 by their acts and omissions, knowingly and intentionally breached the terms of said written
13 contracts.

14 82. As a direct result of defendants' wrongful breach of the said written
15 contracts, as alleged herein, there is now due and owing from Defendants, and each of them, the
16 full amount of Plaintiff's losses, subject to proof at trial, and legal interest on the principal amount
17 for the period commencing in May 22, 2016 and continuing up through the present time.

18 83. As a further direct and proximate result of the wrongful breach of the said
19 written contracts by defendants, and each of them, as alleged herein, Plaintiff has incurred costs
20 and expenses for prosecution of the present action, expert witness fees, attorney fees, and costs
21 and expenses in prosecuting the present action, all in an amount not yet fully ascertained, but to
22 be shown according to proof at trial. Said costs and fees are expressly recoverable by Plaintiff
23 pursuant to the written contracts between the parties.

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1 **SEVENTH CAUSE OF ACTION**

2 **BREACH OF IMPLIED WARRANTY OF HABITABILITY**

3 (Violation of California Civil Code § 1941.1 et seq.)

4 (Alleged Against All Defendants)

5 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

7 85. Defendants and Plaintiff entered into a valid Rental Agreement, setting forth terms
8 surrounding the short-term lease of the Subject Property to Plaintiff by Defendants.

9 86. Implied in the rental agreement between Plaintiff and Defendants is a warranty that
10 the premises are and will be maintained in habitable condition.

11 87. Throughout Plaintiff's short-term tenancy, pursuant to California Civil Code §
12 1941.1, Defendants violated each of the specific subdivisions, as follows:

- 13 a. Failing to provide effective waterproofing and weather protection for the roof and
14 exterior walls;
- 15 b. Failing to provide proper functioning and sealed windows and doors;
- 16 c. Failing to provide plumbing conditions in good working order;
- 17 d. Failing to provide heating facilities in good working order;
- 18 e. Failing to provide gas facilities in good working order;
- 19 f. Failing to provide electric system in good working order;
- 20 g. Failing to provide clean and sanitary buildings, grounds, and appurtenances free
21 from debris, filth, rubbish, garbage, rodents and vermin;
- 22 h. Failing to provide adequate trash receptacles in good repair;
- 23 i. Failing to provide floors, stairways and railings in good repair;
- 24 j. Failing to provide a working toilet, wash basin, and tub/shower;
- 25 k. Failing to provide operable dead bolt locks to main entry doors for the units;
- 26 l. Failing to provide working smoke detectors;
- 27 m. Failing to provide working carbon monoxide detectors;
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1 88. As alleged herein, Defendants have breached the implied warranty of habitability
2 by renting, operating and maintaining the subject property in an untenable condition as set
3 forth above and defined by, but not limited to, California Civil Code § 1941.1 et seq. and
4 California Health and Safety Code §17920.3.

5 89. Defendants and/or Defendants' agents collected rent from Plaintiff throughout the
6 period during which the substandard conditions listed above has existed.

7 90. These substandard conditions were not caused by acts or omissions of Plaintiff.

8 91. Upon discovery of the substantial defects, Plaintiff notified Defendants to correct,
9 abate and fix these problems.

10 92. Defendants have outright refused to perform repairs and remediation, and
11 substantial defects continued to exist which created serious hazards to Plaintiff.

12 93. The Premises and common areas of the Subject Property leased to Plaintiff
13 substantially lacked cleanliness, sanitation, and were not free from accumulations of debris, filth,
14 rubbish, garbage, toxic mold, parasites, insects and vermin. The Premises were uninhabitable,
15 in breach of the implied warranty of habitability.

16 94. Defendants breached the statutory duties of due care by failing to correct the
17 substandard conditions complained of herein and by failing to supervise their agents and
18 employees who operate and maintain the building. Defendants knew, or reasonably should have
19 known, that Plaintiff would be injured as a result of this breach of the statutory duties of due care.

20 95. As a result of Defendants' rendering of the subject property as uninhabitable,
21 Plaintiff has suffered damages, including but not limited to, paid rents, relocation benefits
22 pursuant to Cal Health and Safety Code Section 17980.7(d)(3).

23 96. As a direct and proximate result of the conduct of Defendants, Plaintiff has suffered
24 and continues to suffer mental stress, emotional distress, anxiety, annoyance and discomfort, fear
25 of safety and/or physical pain and injury, in an amount to be proved at trial, but in excess of
26 \$25,000.

1 97. As a further proximate result of Defendants' violation of statutes, Plaintiff has
2 incurred and will continue to incur medical and related expenses, in an amount to be proved at
3 trial, but in excess of \$25,000.

4 98. Plaintiff will also seek and are entitled to recover attorney's fees to secure an
5 important right affecting the public interest in connection with this cause of action under the
6 private attorney general doctrine (Civil Code § 1021.5) because any judgment or settlement with
7 the Defendants confers a significant benefit upon a large class of persons: the homeowners and
8 tenants who live in the area around the Subject Property, and individual claimants would be
9 financially burdened unless reasonable attorney fees are forthcoming in this case. The
10 fundamental objective of the private attorney general doctrine of attorney fees is "to encourage
11 suits effectuating a strong [public] policy by awarding substantial attorney's fees . . . to those who
12 successfully bring [or oppose] such suits and thereby bring about benefits to a broad class of
13 citizens." (Woodland Hills Residents Assn., Inc. v. City Council (1979) 23 Cal.3d 917, 933.)

14 99. Plaintiff will seek leave of this court to fully itemize Plaintiff's attorney fees when
15 such become fully known after Plaintiff become the "prevailing party" in this litigation.

16 100. Defendants' actions and omissions were intentional, malicious, fraudulent and
17 oppressive because they were done with a conscious disregard for the rights and safety of
18 Plaintiff, as well as other tenants subject to the same or similar uninhabitable conditions.

19 101. At all relevant times, those in the management department were acting as
20 management and supervisory employees of the Defendants and Does 1-50, inclusive. In doing
21 the acts and things described in this Complaint, each of them, were acting both within the course
22 and scope of managerial authority for the corporate Defendants.

23 102. Moreover, each of them individually exercised broad and substantial discretionary
24 authority over significant aspects of the business and ultimately determined corporate policy in
25 crucial aspects of Defendants' business practices.

26 103. Such conduct was taken by an officer or managing agent(s) of the Defendant and
27 Does 1-50, or alternatively, said Defendants authorized, ratified or approved the conduct of these
28 officers or managing agents of the Defendants. These unlawful acts were further ratified by said

1 Defendants and done with a conscious disregard for the Plaintiff's rights and with the intent,
2 design and purpose of injuring the Plaintiff.

3 **WHEREFORE**, Plaintiff prays as follows:

- 4 1. For the principal amount of the value of Plaintiff's claim, subject to proof at trial;
- 5 2. For legal interest on the sum of Plaintiff's losses between May 22, 2016 and the
6 present time, and continuing, according to proof;
- 7 3. Plaintiff's losses between May 22, 2016 and the present time, and continuing,
8 according to proof;
- 9 4. For damages for lost income, earning capacity and/or lost profits, according to
10 proof;
- 11 5. For special damages, according to proof;
- 12 6. For general damages, according to proof;
- 13 7. For court costs, and other allowable costs, according to proof;
- 14 8. For restitution, according to proof;
- 15 9. For attorneys' fees and costs;
- 16 10. For punitive damages, according to proof; and
- 17 11. For such other and further relief as the court may deem just and proper.

18
19 **DEMAND FOR JURY TRIAL**

20 COMES NOW hereby demanding a trial by jury with respect to all issues, claims for
21 relief and damages pursuant to California law and the United States Constitution.

22
23 DATE: May 17, 2018

THE NOVAK LAW FIRM, P.C.

24
25 BY: 
26 SEAN M. NOVAK
27 Attorney for Plaintiff
28 KAREN HERNANDEZ

05/18/2018

By Fax

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Sean M. Novak, Esq. (State Bar No. 198307)
 THE NOVAK LAW FIRM, P.C.
 8383 Wilshire Boulevard, Ste. 634
 Beverly Hills, California 90211
 TELEPHONE NO.: (323) 424-4313 FAX NO.: (323) 424-4357
 ATTORNEY FOR (Name): Plaintiff KAREN HERNANDEZ

FOR COURT USE ONLY
FILED
 Superior Court of California
 County of Los Angeles
 MAY 18 2018
 Sherri K. ... CLERK OF COURT
 By [Signature] Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 N. Hill St.
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, CA
 BRANCH NAME: Central District

CASE NAME:
 KAREN HERNANDEZ v. AIRBNB, 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: **BC 7 066 48**
 JUDGE:
 DEPT:

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

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

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

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 d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence 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): Seven (7) Incl. Breach of Warranty of Habitability

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: May 17, 2018
 Sean M. Novak

[Signature]
 (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.

By Fax

SHORT TITLE: HERNANDEZ v. AIRBNB, INC. et al.	CASE NUMBER
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FOR COURT USE 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 TRIAL⁵⁻⁷ 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)

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

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

Auto Tort
 Other Personal Injury/Property Damage/ Wrongful Death Tort

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

SHORT TITLE: HERNANDEZ v. AIRBNB, INC. et al.	CASE NUMBER
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Non-Personal Injury/ Property Damage/ Wrongful Death Tort
Employment
Contract
Real Property
Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
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 type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 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-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

8102/07/20

SHORT TITLE:

HERNANDEZ v. AIRBNB, INC. 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
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<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	2., 3., 9.
<input type="checkbox"/> A6123 Workplace Harassment		2., 3., 9.	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2., 3., 9.	
<input type="checkbox"/> A6190 Election Contest		2.	
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input checked="" type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 810 S. Flower St,
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017

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

Dated: 02/17/2017


(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 (Rev. 01/07).
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.

02/18/2018