

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

NIXON PEABODY LLP, a business entity unknown; and DOES 1 through 20 inclusive

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

HENRY HAR, an individual

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

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

DEC 22 2008

John A. Swain, Executive Officer/Clerk
By BENJAMIN SWAIN Deputy

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

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

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.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):
Los Angeles Superior Court, Stanley Mosk Courthouse
111 N. Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC404312

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):
Samuel A. Wong, AEGIS LAW FIRM, PC, 8001 Irvine Center Drive, Suite 1090, Irvine, CA 92618
Tel: (949) 379-6250 Fax: (949) 379-6251

DATE: **DEC 22 2008**
(Fecha)

John A. Swain

Clerk, by _____
(Secretario)

D. M. Swain

Deputy
(Adjunto)

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).*

NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of *(specify):*

- 3. on behalf of *(specify):*

- 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):*

- 4. by personal delivery on *(date):*

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AEGIS LAW FIRM, PC
Samuel A. Wong, State Bar No. 217104
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Facsimile: (949) 266-9630

Attorneys for Plaintiff,
HENRY HAR

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

DEC 22 2008

John A. Clarko, Executive Officer/Clerk
By *[Signature]* Deputy
BIBBETH SWAIN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

HENRY HAR, an individual,
Plaintiff,

vs.

NIXON PEABODY LLP, a business entity
unknown, and DOES 1 through 20 inclusive,
Defendants.

Case No. BC404312

COMPLAINT FOR DAMAGES

1. Discrimination Based on Race and National Origin
2. Discrimination Based on Sex and Gender
3. Breach of Implied Covenant Not To Terminate Except With Good Cause
4. Wrongful Discharge in Violation of Public Policy
5. Intentional Infliction of Emotional Distress
6. Misrepresentation

JURY TRIAL REQUESTED

1 Plaintiff Henry Har ("PLAINTIFF") hereby brings his complaint against defendants
2 Nixon Peabody LLP ("NIXON PEABODY"), and DOES 1 through 20, inclusive (referred to
3 herein as "DEFENDANTS") and alleges as follows:

4
5 **PARTIES, VENUE, AND GENERAL ALLEGATIONS**

6
7 1. PLAINTIFF is, and at all relevant times herein, has been an individual residing in
8 California, in the county of Los Angeles.

9
10 2. PLAINTIFF is informed and believes, and based thereon, alleges that Defendant
11 NIXON PEABODY is a limited liability partnership licensed to conduct business in the state of
12 California. Plaintiff is informed and believes, and based thereon, alleges that Defendant NIXON
13 PEABODY'S primary place of business is in Los Angeles, California.

14
15 3. PLAINTIFF is ignorant of the true names and capacities of the defendants sued as
16 DOES 1 through 20, inclusive, and therefore sues these defendants by such fictitious names.
17 PLAINTIFF is informed and believes, and based thereon, alleges that each of the defendants
18 named as defendants DOES 1 through 20, inclusive is and was in some manner responsible for,
19 participated in or contributed to the matters and things of which PLAINTIFF complains herein,
20 and in some fashion, has legal responsibility. PLAINTIFF will amend his Complaint to allege
21 their true names and capacities when ascertained.

22
23 4. Pursuant to Section 395(a) of the California Code of Civil Procedure, venue is
24 proper in the above-entitled Court, because all facts giving rise to the causes of action stated
25 herein arose in Los Angeles County, California.

26
27 5. Defendant NIXON PEABODY is a multipractice law firm that employs over 700
28 attorneys nationwide. NIXON PEABODY currently maintains offices in San Francisco, Silicon

1 Valley and Los Angeles, California. As employers in the State of California, DEFENDANTS,
2 and each of them, are subject to the provisions of the California Labor Code and the Government
3 Code.

4
5 6. PLAINTIFF is informed and believes, and based thereon, alleges that the
6 DEFENDANTS were the agents, servants and/or employees of their Co-Defendants, and in doing
7 things herein alleged were acting in a capacity within the scope of their authority, or, if said
8 conduct was outside the scope of their authority, said conduct was known to, authorized and
9 ratified by, each of the other Co-Defendants.

10
11 7. PLAINTIFF is informed and believes, and based thereon, alleges that each of the
12 DEFENDANTS committed other wrongful acts or omissions of which PLAINTIFF is presently
13 unaware. PLAINTIFF shall conduct discovery to identify said wrongful acts, and will seek leave
14 of Court to amend this Complaint to add said acts upon discovery.

15
16 8. PLAINTIFF was hired by DEFENDANTS as an Associate in the Public Finance
17 Group in the San Francisco office on or about April 25, 2005. As an attorney in the Public
18 Finance Group, PLAINTIFF advised and represented municipalities and the agencies and
19 instrumentalities thereof and investment banking firms in connection with municipal bond
20 offerings. PLAINTIFF was a hard-working and dedicated employee, working a substantial
21 amount of hours in the evenings and weekends. PLAINTIFF spent two years on the Recruiting
22 Committee for the San Francisco office, spending hundreds of non-billable hours in meetings,
23 interviews and other recruiting events. Throughout his employment, PLAINTIFF received
24 outstanding performance reviews and evaluations, as well as substantial compensation increases
25 commensurate with PLAINTIFF'S performance. PLAINTIFF was frequently assured that he had
26 long-term prospects with the firm, and on September 10, 2007, he relocated from San Francisco
27 to the Los Angeles office to help grow the Public Finance group in Southern California.

1 PLAINTIFF was led to believe the relocation was a long-term strategy to grow the Public Finance
2 group in California.

3
4 9. Immediately upon his arrival at the Los Angeles office, PLAINTIFF was subjected
5 to a drastically different working environment than in the San Francisco office. The attorneys in
6 the Los Angeles office demonstrated inappropriate and offensive behavior towards ethnic
7 minorities, women and homosexuals. Derogatory comments and sexist attitudes were prevalent
8 amongst management and associate attorneys. For example, one attorney stated that he had
9 worked with PLAINTIFF'S assistant and felt her problem was that she was "too black."
10 PLAINTIFF was appalled by such derogatory comments.

11
12 10. Based on common knowledge and PLAINTIFF'S personal experiences with other
13 attorneys, male attorneys in the Los Angeles office, including management and attorneys who
14 were authorized to hire and fire, preferred to work with female attorneys and staff. On one
15 occasion, a couple of male attorneys explained to PLAINTIFF that a certain female employee
16 would be much easier to work with if PLAINTIFF did what they did and "looked directly at her
17 chest when speaking to her." Such sexist comments were prevalent in the workplace. PLAINTIFF
18 made it known that he did not want to engage in such offensive behavior.

19
20 11. Additionally, PLAINTIFF was often the victim of homophobic jokes. On one
21 occasion, a partner in the Los Angeles office asked PLAINTIFF whether "Cherise or Tim Blevins
22 (San Francisco Office Administrator who is openly gay)" gave him more "head." On several
23 occasions, PLAINTIFF expressed displeasure with such comments, but his colleagues continued
24 to engage in such demeaning and offensive behavior. It became apparent that his colleagues' and
25 management's racist, sexist and homophobic attitudes would never allow him to completely fit in.

26
27 12. At the beginning of PLAINTIFF'S employment with DEFENDANTS, and at
28 various times thereafter during the course of his employment, PLAINTIFF received various oral

1 and written assurances that his employment was secure and would not be terminated unless there
2 was just or good cause. PLAINTIFF was given verbal assurances of long-term prospects with the
3 firm, commendations from partners, and DEFENDANTS' policies, customs and past practices
4 were acknowledged. During PLAINTIFF'S most recent performance review, PLAINTIFF'S
5 opportunities for partnership were discussed, and over the course of the last year, the frequency of
6 such discussions increased regularly.

7
8 13. PLAINTIFF was paid a base salary and bonuses. As part of his employment, he
9 also received medical benefits, insurance and retirement benefits, vacation pay, as well as other
10 benefits. PLAINTIFF remained employed by DEFENDANTS until approximately February 22,
11 2008, at which time he was wrongfully terminated from his employment.

12
13 14. While employed by DEFENDANTS, PLAINTIFF was the victim of race, national
14 origin and sex discrimination. PLAINTIFF is an Asian-American male. Due to his race, national
15 origin, gender and sex, he was treated differently from other employees in the terms, conditions
16 and privileges of employment. PLAINTIFF is informed and believes, and based thereon, alleges
17 that Asian-American male attorneys employed by DEFENDANTS are held to different standards
18 than other employees. PLAINTIFF is also informed and believes, and based thereon, alleges that
19 Asian-American male attorneys have substantially lower employment and retention rates at
20 NIXON PEABODY, due to unfavorable terms, conditions and privileges of employment, such as:
21 (1) lack of equal opportunity; (2) unfair and poor treatment; and (3) less tolerance and leniency
22 when making adverse employment decisions, amongst other things. PLAINTIFF believes
23 NIXON PEABODY currently has a disproportionately lower number of Asian-American male
24 attorneys at its California offices, compared to other similar law firms. Moreover, PLAINTIFF
25 was the only Asian-American male Associate at DEFENDANTS' Los Angeles office.
26 PLAINTIFF is informed and believes and based thereon alleges that there are substantially more
27 female associates in Los Angeles Office and that they were treated much more favorably than
28 PLAINTIFF.

1 15. In January and February of 2008, PLAINTIFF was unfairly singled out and treated
2 differently from his non-Asian American male colleagues due to his race, national origin and sex.
3 PLAINTIFF was eventually terminated on February 22, 2008. The reason given for
4 PLAINTIFF'S termination was the alleged assault of Rudy Salo ("SALO") at a firm-sponsored
5 happy hour on January 17, 2008. The allegations are completely false. Moreover,
6 DEFENDANTS' alleged investigation and dealings with PLAINTIFF after the incident amounted
7 to nothing more than a charade aimed at ousting what DEFENDANTS perceived as no longer
8 fitting the stereotype of an Asian-American male employee. In fact, DEFENDANTS knew they
9 had no just cause to terminate PLAINTIFF'S employment, and instead: (1) falsely accused
10 PLAINTIFF of physically violent behavior; (2) falsely accused PLAINTIFF of lying; (3)
11 misrepresented and misled PLAINTIFF to believe that his job was secure; and (4) misrepresented
12 and misled PLAINTIFF to believe that NIXON PEABODY conducted an unbiased investigation.
13

14 16. DEFENDANTS purportedly decided to terminate PLAINTIFF'S employment as a
15 result of a verbal spat between PLAINTIFF and SALO, which took place on January 17, 2008 at
16 a firm-sponsored happy hour. The argument arose when SALO angrily accused PLAINTIFF of
17 taking his seat and sitting on his jacket. PLAINTIFF explained to SALO that he had carefully
18 folded the jacket and rested it carefully next to him. However, SALO, who has a history of
19 emotionally violent outbursts, was irate and continued to berate PLAINTIFF, stating several
20 times, "You think this is funny but it's not!" PLAINTIFF attempted to calm SALO by explaining
21 that he merely sat in the open seat within speaking distance of another colleague. Two of SALO'S
22 friends, Aleks Frimershtein ("Frimershtein") and Matthew Zandi ("Zandi"), witnessed the
23 incident. About four hours later while at the firm-sponsored happy hour, Frimershtein spoke to
24 PLAINTIFF and told him that, because he and SALO were good friends, he was going to support
25 SALO'S "version" of the incident. Based on their conversation, it became strikingly clear to
26 PLAINTIFF that SALO, Frimershtein and Zandi were plotting to smear PLAINTIFF'S good
27 name and were conspiring to have PLAINTIFF'S employment terminated.
28

1 17. Over the next several weeks, DEFENDANTS purported to conduct an unbiased
2 investigation of the incident, and on February 11, 2008, PLAINTIFF was told he did not have a
3 long-term future with DEFENDANTS. Thaddeus Stauber ("Stauber") explained to PLAINTIFF
4 that SALO contended PLAINTIFF had become physically violent and forcefully "bull-rushed"
5 SALO. Stauber insisted PLAINTIFF would have struck SALO if not for Frimershtein and
6 Zandi's intervention. PLAINTIFF was completely shocked by the false allegations. PLAINTIFF
7 vehemently denied the accusations and subsequently presented information to Stauber so that he
8 would thoroughly investigate the allegations. PLAINTIFF had pointed out SALO'S history of
9 emotionally violent outbursts and tirades. However, Stauber simply asked PLAINTIFF, "Even if
10 it's not true, why would you want to work here?" PLAINTIFF also asked whether he was being
11 treated fairly compared to other Associates at NIXON PEABODY, but Stauber brushed him off,
12 stating "Why does it matter?"

13
14 18. DEFENDANTS failed to handle the situation in an unbiased manner, and instead,
15 chose to completely ignore PLAINTIFF'S version of the events. DEFENDANTS maliciously and
16 intentionally failed to follow up with any of PLAINTIFF'S leads which would have exonerated
17 him, while intentionally misrepresenting to PLAINTIFF that his job was not in jeopardy. This
18 caused substantial damage to PLAINTIFF. PLAINTIFF is informed and believes, and based
19 thereon, alleges that PLAINTIFF'S race, national origin, gender and sex, were substantial factors
20 in DEFENDANTS': (1) refusal to properly investigate the false accusations by SALO and
21 possibly others; (2) refusal to properly investigate the facts and information provided by
22 PLAINTIFF; (3) failure to treat PLAINTIFF and SALO similarly with respect to any adverse
23 employment decisions; (4) failure to follow DEFENDANTS' policies, custom and past practice,
24 as it relates to the investigation of alleged attorney misconduct; (5) failure to follow
25 DEFENDANTS' policies, custom and past practice as it relates to separation benefits; and (6)
26 decision to terminate PLAINTIFF without good cause.

1 23. PLAINTIFF to this lawsuit is an Asian-American male, and thus falls within a
2 protected class. As set forth fully hereinabove, PLAINTIFF was discriminated against on the
3 basis of his race in the form of unfair terms, conditions and privileges of employment.
4

5 24. PLAINTIFF is informed and believes, and thereon alleges, that his race and
6 national origin were substantial factors contributing to the DEFENDANTS' discriminatory
7 treatment of PLAINTIFF with respect to the terms, conditions and privileges of employment
8 including, but not limited to, unfair treatment and wrongful discharge as set forth in paragraphs 9
9 through 19 herein. The proffered reason for PLAINTIFF'S termination was false and was made in
10 bad faith.
11

12 25. To the extent that PLAINTIFF'S race and national origin was a substantial factor
13 contributing to the conduct of DEFENDANTS and their agents, the above-described acts of the
14 DEFENDANTS constitute unlawful employment practices in violation of Government Code
15 §12940(a).
16

17 26. As a direct and proximate result of the unlawful employment practices described
18 herein, PLAINTIFF has sustained substantial economic losses, including wages and future
19 earnings, loss of employment and benefits. As a direct and proximate result of the unlawful
20 employment practices described herein, PLAINTIFF was, and continues to be caused great
21 mental suffering, severe emotional distress, psychological trauma, and profound humiliation.
22 PLAINTIFF'S total damages cannot be ascertained at this time except that they are in excess of
23 the minimum jurisdictional limit of this Court. When an exact amount of damages can be
24 ascertained, PLAINTIFF will amend this Complaint to so specifically state.
25

26 27. The unlawful employment practices of the DEFENDANTS and its agents, as
27 described in this Complaint, were despicable, oppressive, fraudulent, malicious, and with a
28

1 wanton and reckless disregard of PLAINTIFF'S rights and the consequences to PLAINTIFF, so
2 as to justify an award of punitive damages.

3
4 28. Pursuant to Government Code §12965(b), PLAINTIFF requests an award of
5 attorney's fees and costs against DEFENDANTS, and each of them.

6
7 **SECOND CAUSE OF ACTION**

8 (Discrimination – Based on Sex and Gender)

9 29. PLAINTIFF hereby incorporates by reference the allegations in paragraphs 1
10 through 28 of the Complaint as though fully set forth herein.

11
12 30. At all times herein mentioned, Government Code §12940(a) was in full force and
13 effect, and was binding upon the DEFENDANTS, and each of them. Said Section required the
14 DEFENDANTS to refrain from discriminating against any employee on the basis of sex and
15 gender and prohibits discriminatory treatment with respect to the terms, conditions and privileges
16 of employment.

17
18 31. PLAINTIFF to this lawsuit is an Asian-American male. As set forth fully
19 hereinabove, PLAINTIFF was discriminated against on the basis of his sex and gender in the
20 form of unfavorable terms, conditions and privileges of employment.

21
22 32. PLAINTIFF is informed and believes, and thereon alleges, that his sex and gender
23 were substantial factors contributing to the DEFENDANTS' discriminatory treatment of
24 PLAINTIFF with respect to the terms, conditions and privileges of employment including, but not
25 limited to, the wrongful discharge as set forth herein.
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27
28

1 except with good cause was reached between PLAINTIFF and DEFENDANTS. It was
2 understood that PLAINTIFF'S employment was secure, that DEFENDANTS would continue to
3 employ PLAINTIFF so long as his performance was satisfactory, and that PLAINTIFF'S
4 employment would not be involuntarily terminated except for good cause.

5
6 38. PLAINTIFF was employed by DEFENDANTS for approximately three years.
7 Based on the oral representations, assurances and conduct of DEFENDANTS, as set forth herein,
8 PLAINTIFF had an employment agreement containing an implied covenant with DEFENDANTS
9 that he would be employed by DEFENDANTS so long as his performance was satisfactory, and
10 that DEFENDANTS would not discharge him without good and just cause.

11
12 39. The employment agreement referred to above contained an implied covenant of
13 good faith and fair dealing, which obligated DEFENDANTS to perform the terms and conditions
14 of the agreement fairly and in good faith and to refrain from doing any act that would prevent or
15 impede PLAINTIFF from performing any and all of the conditions of the contract that he agreed
16 to perform, or any act that would deprive PLAINTIFF of the benefits of the agreement.

17
18 40. PLAINTIFF performed all the duties and conditions of the employment agreement.

19
20 41. DEFENDANTS knew that PLAINTIFF had fulfilled all his duties and conditions
21 under the agreement.

22
23 42. The relationship between employer and employee is fundamentally contractual.
24 Inherent in this contractual relationship is a covenant of good faith and fair dealing, which implies
25 a promise that each party will refrain from doing anything to injure the other's right to receive the
26 benefits of the agreement, which protects the parties' reasonable expectations. By abruptly
27 terminating PLAINTIFF'S employment under a false claim of misconduct, DEFENDANTS
28

1 injured PLAINTIFF'S rights to receive the benefits of his employment agreement and thwarted
2 PLAINTIFF'S reasonable expectations.

3
4 43. Without misconduct on the part of PLAINTIFF, and without good, just or
5 legitimate cause, DEFENDANTS breached the subject employment agreement by engaging in
6 conduct separate and apart from performance of obligations under the agreement, without good
7 faith and in contravention of the implied agreement not to terminate PLAINTIFF'S employ
8 except for good cause. PLAINTIFF is informed and believes, and based thereon, that
9 DEFENDANTS' motives were extraneous to the employment relationship and were intended to
10 deprive PLAINTIFF of the benefits thereof.

11
12 44. As a direct and proximate result of the unlawful employment practices described
13 herein, PLAINTIFF has sustained substantial economic losses, including wages and future
14 earnings, loss of employment and benefits. As a direct and proximate result of the unlawful
15 employment practices described herein, PLAINTIFF has suffered substantial earnings and
16 benefits impairment currently and extending into the further. PLAINTIFF'S total damages cannot
17 be ascertained at this time except that they are in excess of the minimum jurisdictional limit of
18 this Court. When an exact amount of damages can be ascertained, PLAINTIFF will amend this
19 Complaint to so specifically state.

20 21 **FOURTH CAUSE OF ACTION**

22 (Wrongful Discharge in Violation of Public Policy)

23 45. PLAINTIFF hereby incorporates by reference the allegations in paragraphs 1
24 through 44 of the Complaint as though fully set forth herein.

25
26 46. The discharge of PLAINTIFF by DEFENDANTS violates fundamental principles
27 of public policy in that there is a substantial and fundamental policy against terminating
28 employees due to their race, national origin, gender or sex. Although DEFENDANTS claimed

1 that PLAINTIFF was terminated because he became physically violent and “bull-rushed” SALO
2 on January 17, 2008, such proffered reasons were false and nothing more than pretext.

3
4 47. As a proximate result of DEFENDANTS willful and despicable conduct towards
5 PLAINTIFF, he has suffered and continues to suffer humiliation, emotional distress, and mental
6 and physical pain and anguish; the amount of such damages to be determined by proof at trial.

7
8 48. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
9 them, PLAINTIFF has suffered and continues to sustain substantial losses in earnings and other
10 employment benefits in an amount according to proof at the time of trial.

11
12 49. In doing the acts herein alleged, DEFENDANTS, and each of them, acted with
13 oppression, fraud, malice, and in conscious disregard of PLAINTIFF’S rights and PLAINTIFF is
14 therefore entitled to punitive damages in the amount according to proof at the time of trial.

15
16 **FIFTH CAUSE OF ACTION**

17 (Intentional Infliction of Emotional Distress)

18 50. PLAINTIFF hereby incorporates by reference the allegations in paragraphs 1
19 through 49 of this Complaint as though fully set forth herein.

20
21 51. When DEFENDANTS, and each of them, committed the acts described in this
22 Complaint, they did so deliberately and intentionally to cause PLAINTIFF to suffer humiliation,
23 mental anguish and emotional distress. The outrageousness of the above-mentioned conduct is
24 amplified due to the DEFENDANTS’ abuse of their positions, which give actual and apparent
25 authority over the PLAINTIFF, such as is commonly found in employment relationships.
26 DEFENDANTS were aware that PLAINTIFF was relying upon his employment to sustain his
27 life. DEFENDANTS were aware that in terminating PLAINTIFF’S employment in the manner in
28

1 which they did, they would cause PLAINTIFF to suffer extreme emotional distress and other
2 consequential damages.

3
4 52. When DEFENDANTS did the acts described in this Complaint, particularly but
5 not limited to, accusing PLAINTIFF of physically violent behavior, accusing PLAINTIFF of
6 lying, misrepresenting to PLAINTIFF that his job was secure, misrepresenting and misleading
7 PLAINTIFF to believe that DEFENDANTS conducted an unbiased investigation and terminating
8 PLAINTIFF'S employment, they did so deliberately and intentionally to cause emotional distress
9 to PLAINTIFF. The acts of DEFENDANTS, and each of them, cannot be expected to normally
10 occur in the workplace.

11
12 53. The above-said acts of DEFENDANTS, and each of them, constitute an intentional
13 infliction of emotional distress against PLAINTIFF. Because the acts taken toward PLAINTIFF
14 were carried out by DEFENDANTS with their knowledge and ratification, acting in deliberate,
15 cold, callous, malicious, oppressive and intentional manner in order to damage PLAINTIFF,
16 PLAINTIFF requests the assessment of punitive damages against DEFENDANTS in an amount
17 appropriate to punish and make an example of DEFENDANTS and to deter future wrongdoing.

18
19 54. As a direct result of the conduct of DEFENDANTS, PLAINTIFF was, and
20 continues to be caused great mental suffering, severe emotional distress, psychological trauma,
21 and profound humiliation. PLAINTIFF'S total damages cannot be ascertained at this time except
22 that they are in excess of the minimum jurisdictional limit of this Court. When an exact amount
23 of damages can be ascertained, PLAINTIFF will amend this Complaint to so specifically state.

1 SIXTH CAUSE OF ACTION

2 (Misrepresentation)

3
4 55. PLAINTIFF hereby incorporates by reference the allegations in paragraphs 1
5 through 54 of this Complaint as though fully set forth herein.

6
7 56. During the course of PLAINTIFF'S employment, DEFENDANTS and their agents
8 made a number of fraudulent misrepresentations to PLAINTIFF, including:

9
10 a. On or about January 28, 2008, Stauber, a member of NIXON PEABODY'S
11 Professional Personnel Committee, willfully, falsely, and fraudulently informed PLAINTIFF that
12 his job was not in jeopardy.

13
14 b. On or about January 28, 2008 and at various times thereafter, Stauber willfully,
15 falsely, and fraudulently led PLAINTIFF to believe that: (1) DEFENDANTS were unbiased: (2)
16 DEFENDANTS would fairly investigate the matter; (3) DEFENDANTS would figure out a way
17 for SALO and PLAINTIFF to work together.

18
19 57. The representations made by DEFENDANTS and their agents were in fact false.
20 The true facts were:

21
22 a. PLAINTIFF is informed and believes, and based thereon, alleges that
23 DEFENDANTS, including Stauber, had knowledge that PLAINTIFF was going to be terminated,
24 but lied to PLAINTIFF. In fact, the decision to terminate PLAINTIFF had been made prior to
25 January 28, 2008.

26
27 b. PLAINTIFF is informed and believes, and based thereon, alleges that
28 DEFENDANTS knew it was in their best interests to lie to PLAINTIFF in order to maintain

1 employee morale and to hide their unlawful actions. At no time did DEFENDANTS or their
2 agents inform PLAINTIFF that they did not intend to conduct the investigation fairly and that
3 DEFENDANTS had already decided to terminate PLAINTIFF.
4

5 58. When DEFENDANTS and their agents made these material misrepresentations,
6 while at the same time concealing material facts, they knew them to be false at the time they were
7 made. The misrepresentations were made with the intent to deceive and to defraud PLAINTIFF
8 and to induce PLAINTIFF to act in reliance on these misrepresentations.
9

10 59. PLAINTIFF reasonably and justifiably relied on the material misrepresentations
11 made by DEFENDANTS. PLAINTIFF was not aware that DEFENDANTS had no intention of
12 keeping PLAINTIFF as an employee. If PLAINTIFF would have known about the falsity of the
13 statements, he would not have made certain subsequent decisions which caused PLAINTIFF great
14 financial harm.
15

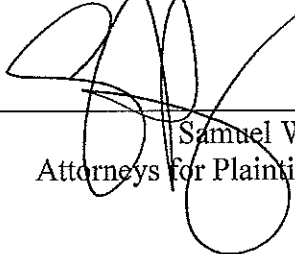
16 60. Furthermore, PLAINTIFF reasonably and justifiably relied on DEFENDANTS'
17 (and their agents) statements and conduct that led PLAINTIFF to believe he would receive a fair
18 and impartial investigation. Accordingly, PLAINTIFF attended interviews with investigators and
19 cooperated with all the investigators' demands. Based on DEFENDANTS' misrepresentations,
20 PLAINTIFF acted (or omitted to act) to his detriment by failing to properly defend himself
21 against the false allegations and by making certain decisions to his detriment. Furthermore, if
22 PLAINTIFF knew the investigations were predetermined and pretextual in nature, he would have
23 left the company prior to additional damage being caused.
24

25 61. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF has
26 suffered and continues to suffer losses in earnings and employment benefits, the exact amount of
27 which to be proven at trial.
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Dated: December 19, 2008

AEGIS LAW FIRM, PC

By:  _____
Samuel Wong
Attorneys for Plaintiff Henry Har

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
AEGIS LAW FIRM, PC
Samuel A. Wong (Bar No. 217104)
8001 Irvine Center Drive, Suite 1090
Irvine, CA 92618
TELEPHONE NO.: (949)379-6250 FAX NO.: (949)379-6251
ATTORNEY FOR (Name): Henry Har

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill St.
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
Har v. Nixon Peabody LLP

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

DEC 22 2008

CASE NUMBER: [blank]
By John A. Clarke, Executive Officer/Clerk/Deputy
DOROTHY SWAIN

JUDGE: [blank]
DEPT: BC404312

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)

Items 1-5 below must be completed (see instructions on page 2).

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

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <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) <p>Employment</p> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <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. Type of remedies sought (check all that apply):
a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 6
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-115)
Date: December 19, 2008
Samuel A. Wong
(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 complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers

If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 5 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. You do not need to submit a cover sheet with amended papers. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Complex Cases

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: Har v. Nixon Peabody LLP	CASE NUMBER BC404312
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**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)

- | | |
|---|--|
| 1. Class Actions must be filed in the County 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.

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

Judicial Review Unlawful Detainer

SHORT TITLE: Har v. Nixon Peabody LLP	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Har v. Nixon Peabody LLP	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

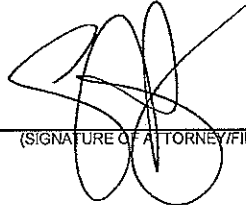
SHORT TITLE: Har v. Nixon Peabody LLP	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper 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 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.		ADDRESS: 555 West Fifth Street Los Angeles, CA 90013
CITY: Los Angeles	STATE: CA	ZIP CODE: 90013

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: December 19, 2008



 (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 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.