

FILED  
Superior Court Of California  
County Of Los Angeles

JAN 09 2017

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8 JOHN N. VIDOVICH

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES - CENTRAL DISTRICT

12 JOHN N. VIDOVICH,  
13 Plaintiff,

14 v.

15 CITY OF LOS ANGELES; UNITED  
16 FIREFIGHTERS OF LOS ANGELES  
17 CITY; and Does 1-20, inclusive,  
18 Defendants.

Case No. BC 6 4 6 2 1 7

COMPLAINT

1. Violations of Labor Code § 1102.5
2. Aiding and Abetting Violations of Labor Code § 1102.5
3. Violations of the Private Attorneys General Act ("PAGA") Labor Code §2698 et seq.
4. Intentional Infliction of Emotional Distress
5. Intentional Interference with Prospective Economic Advantage
6. Negligent Interference with Prospective Economic Advantage
7. Civil Conspiracy

DEMAND FOR JURY TRIAL

RECEIPT #: CH243111096  
 DATE PAID: 01/09/17 03:13 PM  
 PAYMENT: \$1,435.00  
 RECEIVED:  
 CHECK: \$1,435.00  
 CASH: \$0.00  
 CHARGE: \$0.00  
 CREDIT: \$0.00

BY FAX  
STAMP: BC646217

COMPLAINT

1. Plaintiff JOHN N. VIDOVIK ("Plaintiff") alleges as follows:

2 **INTRODUCTION**

3 1. After a distinguished 35-year career with the Los Angeles Fire Department  
4 ("LAFD"), Plaintiff was unlawfully and unceremoniously ousted from his job as the Fire  
5 Marshal for Defendant the City of Los Angeles ("City") in August 2016. Plaintiff's  
6 ouster was in direct retaliation for Plaintiff's reporting of illegal and fraudulent acts he  
7 discovered in his job as Fire Marshal that were being committed by certain members of  
8 the City's Fire Protection Bureau ("FPB"). Rather than face public embarrassment and  
9 scandal, and at the insistence of the United Firefighters of Los Angeles City ("UFLAC" or  
10 "UNION"), and its President Frank Lima ("Lima"), in a *quid pro quo* exchange for up to a  
11 \$350,000 political contribution to the reelection campaigns of various elected city  
12 officials, including Mayor Eric Garcetti, Defendant City ousted Plaintiff from his post and  
13 stripped him of all of his duties and responsibilities.

14 **PARTIES**

15 2. At all relevant times, Plaintiff was a firefighter employed by the LAFD. As  
16 a 35-year veteran of the Department, Plaintiff has had a long and distinguished career with  
17 the LAFD, and most recently held the rank of Deputy Chief and served as the Fire  
18 Marshal for the City.

19 3. Plaintiff is informed and believes, and thereon alleges, that Defendant City  
20 is a public entity violating laws within the State of California in the County of Los  
21 Angeles. At all relevant times, Defendant City owned, controlled, and operated the public  
22 safety agency known as the LAFD.

23 4. Plaintiff is informed and believes, and thereon alleges, that Defendant  
24 UFLAC is a labor union organized under the laws of the State of California with its  
25 headquarters in the City of Los Angeles.

26 5. Plaintiff is informed and believes, and thereon alleges, that Defendant  
27 DOES 1 through 20, inclusive, and each of them, at all times relevant hereto, were  
28

1 individuals or public, business, and/or other entities whose form is unknown committing  
2 torts in and/or engaged in purposeful economic activity with the County of Los Angeles,  
3 State of California.

4 6. The true names and capacities of Defendants DOES 1 through 20, and each  
5 of them, whether individual, corporate, associate or otherwise, are unknown to Plaintiff at  
6 this time, therefore Plaintiff sues said Defendants by such fictitious names, Plaintiff will  
7 file DOE amendments, and/or ask leave of court to amend this complaint to assert the true  
8 names and capacities of these Defendants when they have been ascertained. Plaintiff is  
9 informed and believes, and upon such information and belief alleges, that each Defendant  
10 herein designated as a DOE was and is in some manner, negligently, wrongfully, or  
11 otherwise, responsible and liable to Plaintiff for the injuries and damages hereinafter  
12 alleged, and that Plaintiffs damages as herein alleged were proximately caused by their  
13 conduct.

14 7. Plaintiff is informed and believes, and thereon alleges, that at all times  
15 material herein the Defendants, and each of them, were the agents, servants, or employees,  
16 or ostensible agents, servants, and employees of each other Defendant, and as such, were  
17 acting within the course and scope of said agency and employment or ostensible agency  
18 and employment, except on those occasions when Defendants were acting as principals, in  
19 which case, said Defendants, and each of them, were negligent in the selection, hiring, and  
20 use of the other Defendants.

21 8. At all times mentioned herein, each of the Defendants was the co-tortfeasor  
22 of each of the other Defendants in doing the things hereinafter alleged.

23 9. Plaintiff is further informed and believes that at all relevant times hereto,  
24 Defendants, and each of them, acted in concert in furtherance of the interests of each other  
25 Defendant. The conduct of each Defendant combined and cooperated with the conduct of  
26 each of the remaining Defendants so as to cause the herein described incidents and  
27 resulting injuries and damages to Plaintiff.

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1 Marshal for the City of Los Angeles.

2 16. Among his many accolades, Plaintiff has received an innovation award in  
3 2015 from the Western Fire Chiefs Association; Human Relations Recognition (Positive  
4 Influencer 2007); Spirit Award of Los Angeles Award (Above and Beyond the Call of  
5 Duty – Mayor Villaraigosa); City of Los Angeles Certificate of Recognition – Exemplary  
6 Efforts 2005 Landslides; City of Los Angeles Quality and Productivity Award –  
7 Construction Services Plan Check Inspection; and City of Los Angeles Certificate of  
8 Appreciation – Navigating Adaptive Reuse Projects through the Permitting System.  
9 Plaintiff also received three of Mayor Garcetti’s “Innovation Awards” and a Certificate of  
10 Appreciation from the Mayor.

11 17. Plaintiff has also served his community with distinction for years. He is a  
12 member of the National Fire Protection Association; International Association of Fire  
13 Chiefs; California State Firefighters Association; Los Angeles Area Fire Marshal’s  
14 Association; and a member and past President of the Los Angeles City Firefighters  
15 Association. He has also served for 20 years on the Board of the LA Harbor Boys and  
16 Girls Club, he is a member of the Bogdonovich Park Advisory Board, and was elected  
17 three years ago to the Coastal San Pedro Neighborhood Council.

18 18. In September 2014, Plaintiff was appointed Fire Marshal and thus took over  
19 the FPB. In this capacity, Plaintiff was the official in charge of enforcing safety codes for  
20 apartment houses, schools, churches, hospitals and other high-occupancy buildings.  
21 When Plaintiff was appointed Fire Marshal, the FPB had been plagued for years with  
22 problems and had an approximately 10,000-building inspection backlog.

23 19. Upon his appointment as Fire Marshal, Plaintiff discovered that much of the  
24 LAFD’s fire safety inspection program was in disarray. He found that some members of  
25 the FPB were not doing their job properly. Even more troubling, Plaintiff discovered that  
26 certain members were committing illegal acts, including falsifying inspection records and  
27 not maintaining life safety system records, and were otherwise putting the public at risk.

28 20. Specifically, Plaintiff discovered that certain Inspectors were: (1) extorting

1 money from development contractors by demanding unnecessary overtime for life-safety  
2 inspections in order to “sign off” on buildings; (2) gouging the film industry with safety  
3 officer overtime in violation of Department policy; (3) misrepresenting department policy  
4 for personal gain; and (4) falsifying and/or destroying inspection and time records.

5 21. In response to these findings and beginning in 2015, Plaintiff put together a  
6 task force and launched an inspection program named “Operation Catch-up” that was  
7 designed to overhaul the FPB’s lagging, overdue and delinquent inspections of  
8 approximately 10,000 buildings. As part of this effort, more trained Inspectors were  
9 promoted and asked to serve as part of “Operation Catch Up.” Many of the new  
10 Inspectors also uncovered discrepancies and falsifications of records that had been  
11 committed by prior Inspectors.

12 22. Plaintiff supervised a massive undertaking to ensure that buildings met city  
13 and state standards for fire safety with respect to such things as sprinklers, alarms, and  
14 other life-saving equipment. Plaintiff also began enforcing overtime rules, thus ensuring  
15 that taxpayer dollars were not being wasted on improper overtime expenses. Plaintiff also  
16 updated the FPB’s recordkeeping system to ensure members were conducting inspections  
17 and were accountable for their time.

18 23. Plaintiff found that many of the overdue inspections were in the same  
19 section of the “Schools, Churches and Institutions Unit,” under the command of Battalion  
20 Chief Jerome Boyd and Captain Gary Carpenter.

21 24. Plaintiff also discovered that Inspector Glen Martinez, working under the  
22 command of Chief Boyd and Captain Carpenter, had egregious inconsistencies in his  
23 timekeeping and had falsified numerous inspection records.

24 25. In addition, Plaintiff discovered that Inspector Aaron Walker, under the  
25 command of Chief Boyd and Captain Carpenter, went into the inspection system and  
26 deleted overdue inspection records, including for the Veteran’s Administration Hospital  
27 Complex, in an attempt to prevent other inspectors from completing catch up inspections.

28 26. Plaintiff engaged in protected activity, and began reporting the illegal acts

1 he was discovering to his immediate supervisors, including Chief Deputy Fred Mathis and  
2 Fire Chief Terrazas; as well as to Independent Assessor Sue Stengel; and Vice President  
3 of the Fire Commission, Andrew Glaizer, among others.

4 27. As a result of Plaintiff's efforts, in just two years, the majority of the  
5 buildings that were overdue for a fire safety inspection had been inspected by the FPB.  
6 On May 2, 2016, Chief Terrazas gave a report to the Fire Commission showing that in 13  
7 months under Plaintiff's leadership, the number of buildings overdue for inspection had  
8 fallen from 10,013 buildings to just 33.

9 28. After Plaintiff began to report the illegal acts taking place in the FPB and  
10 began to enforce the rules in the department, the UNION, led by Captain II Frank Lima  
11 ("Lima"), became upset and started a relentless campaign to retaliate against Plaintiff and  
12 impugn his stellar reputation.

13 29. In retaliation against Plaintiff's protected activity, the UNION, under Frank  
14 Lima's leadership, devised a plan to oust Plaintiff from his position with the LAFD.

15 30. As part of the UNION's plan to disgrace Plaintiff and oust him as Fire  
16 Marshal, Inspector David Riles sent out a text message to inspectors in an attempt to  
17 orchestrate an unlawful work slowdown in the FPB.

18 31. Moreover, the UNION began a public relations campaign that falsely  
19 painted Plaintiff as an incompetent leader who put firefighters and the public at risk.  
20 Chief Boyd, Captain Carpenter, Inspector Riles and Inspector Walker, the same  
21 individuals whose misconduct Plaintiff had observed and reported, led the campaign to  
22 falsely impugn the reputation and integrity of Plaintiff.

23 32. As part of this campaign, the UNION also began feeding the press false  
24 stories about Plaintiff.

25 33. Having taken these steps to sully Plaintiff's stellar reputation, Lima, on  
26 behalf of the UNION, struck an illicit deal with LA Mayor Eric Garcetti for Plaintiff's  
27 employer, the City, to ratify this retaliation by wrongfully terminating Plaintiff from his  
28 position as Fire Marshal. Plaintiff is informed and believes, and thereon alleges, that the

1 City knew the statements and smear campaign perpetuated by the UNION to be false, and  
2 the City was fully aware that the only conduct Plaintiff engaged in to precipitate the  
3 UNION and Lima's conduct was the protected activity of reporting illegal conduct by  
4 certain members of the UNION.

5 34. Plaintiff is informed and believes, and thereon alleges, that in exchange for  
6 Mayor Garcetti's agreement to ratify the UNION's retaliation against Plaintiff by  
7 removing him from his job as Fire Marshal, the UNION agreed to endorse the Mayor for  
8 re-election in March 2017, and further agreed to contribute to his re-election campaign.  
9 Plaintiff is further informed and believes, and thereon alleges that Lima further promised  
10 the Mayor that Lima, a newly elected Vice President of the International Association of  
11 Fire Fighters ("IAFF"), with whom the UNION has an affiliation agreement, would secure  
12 that powerful union's backing of the Mayor in his future political aspirations. In turn, the  
13 Mayor would keep supporting Lima's bid to further climb the ranks of the IAFF.

14 35. On or about August 11, 2016, Plaintiff was called to a meeting with  
15 members of the Mayor's staff, including Chief of Staff, Ana Guerrero; Deputy Mayor for  
16 Public Safety, Jeff Gorell; Deputy Mayor for Economic Development, Raymond Chan;  
17 and Fire Chief Terrazas. Plaintiff was informed at that time that he was being detailed to  
18 the Mayor's Office. Plaintiff was never consulted by the Mayor's Office about this  
19 supposed new position prior to this meeting and never received any offer or other  
20 document in writing regarding this move. In short, there was no such position in the  
21 Mayor's Office, and Plaintiff was being terminated from his position as Fire Marshal and  
22 constructively terminated as an employee of the LAFD in retaliation for Plaintiff's  
23 reporting of illegal conduct in the FPB to his superiors.

24 36. On or about Wednesday August 17, 2016, Plaintiff is informed and believes  
25 that Mayor Garcetti attended an event in Las Vegas, Nevada, supporting Lima for Vice  
26 President of the International Association of Firefighters ("IAFF").

27 37. Five days later, on August 22, 2016, Plaintiff was officially terminated from  
28 his position as Fire Marshal. Plaintiff was ousted in a very public and unprecedented way

1 by a written notice sent out to all LAFD personnel indicating that as of September 11,  
2 2016 Plaintiff would be replaced as Fire Marshal by Assistant Chief Kristin Crowley.

3 38. Plaintiff was nominally reassigned via the published notice to work in the  
4 Mayor's office, but in reality there was no position in the Mayor's office, and no one in  
5 the Mayor's Office had discussed this purported position with Plaintiff before the August  
6 11, 2016 meeting which led to his ultimate public and unceremonious ouster. Plaintiff's  
7 repeated request for a written detailed position and/or task description was denied, even  
8 though such documents are customary for all positions in the LAFD and the City.

9 39. On the same day, August 22, 2016, that the Plaintiff's removal was publicly  
10 disclosed, the UNION announced on its website that its Board would be voting on a  
11 \$350,000 campaign donation in support of the Mayor and other council members running  
12 for re-election.

13 40. On August 31, 2016, a little over one week after Plaintiff was ousted as Fire  
14 Marshal, the UNION held a "Special Meeting" whereby its members voted to allocate up  
15 to \$350,000 to Mayor Garcetti's and other council members' re-election campaigns.

16 41. In an article in the *Los Angeles Times* dated August 25, 2016, Lima did not  
17 try to hide his satisfaction in having caused Plaintiff to be unfairly removed from his job:  
18 "'We're very happy,' said Capt. Frank Lima, President of United Firefighters of Los  
19 Angeles City. 'We had been talking about doing something, but then he [Plaintiff] got  
20 moved.'" The same article reported that Lima had met with political strategists to develop  
21 a plan to unseat Plaintiff, and further reported that, with Plaintiff heading out the door, the  
22 union remained comfortable with its earlier decision to back Garcetti in his upcoming  
23 reelection bid. "We're with him," Lima said. Following these statements and to further  
24 exacerbate matters, Lima, on behalf of the UNION, made additional public statements  
25 stating that he would do whatever he could to ensure Plaintiff would never be hired for  
26 any position ever again.

27 42. Defendants were aware that, prior to their intentional and concerted  
28 campaign to wrongfully oust and publicly disparage Plaintiff, Plaintiff intended to retire

1 from the LAFD at the end of his term. Defendants were also fully aware that Plaintiff,  
2 particularly considering his stellar reputation and like other retired fire marshals, would  
3 have numerous lucrative opportunities as a consultant in the private sector, speaking  
4 engagements, and opportunities to be employed with other fire departments following his  
5 retirement. As a direct result of Defendants' conduct, these opportunities are either no  
6 longer available, have been reneged, and/or are in significant jeopardy.

7 43. Plaintiff's career has been materially and adversely affected, and  
8 irreparably harmed and damaged by the conduct of the Defendants. Plaintiff was  
9 retaliated against for reporting what he reasonably believed to be violations of federal,  
10 state, and local law, for engaging in protected activity, including standing up for his rights  
11 and the rights of the public.

12 44. As a direct and proximate consequence of reporting such illegal conduct—  
13 which constitutes protected activity under state law – Defendants, and each of them,  
14 retaliated against Plaintiff and caused harm to his reputation and career, and subjected him  
15 to adverse employment actions. Those adverse employment actions include but are not  
16 limited to: Plaintiff being removed as Fire Marshal and as the official in charge of the Fire  
17 Prevention Bureau; Plaintiff being removed from his 35-year long tenure at the LAFD;  
18 and failing to take action on Plaintiff's discovery of fraud, waste and abuse. As a result,  
19 Plaintiff has suffered damage to his reputation and career, and mental strain, among other  
20 negative effects.

21 45. Plaintiff has suffered both general and special damages in the past and  
22 present and will continue to suffer such damages in the future for an unknown period of  
23 time. Plaintiff has also suffered and continues to suffer losses in earnings and other  
24 employment benefits, as well as past and future non-economic injury. Defendants' actions  
25 have caused damage to Plaintiff's professional reputation, his ability to be employed by  
26 other departments, has caused Plaintiff to lose speaking engagements which were booked  
27 prior to Defendants' wrongful conduct, will cause him to have to take a different  
28 retirement path, and will adversely affect his income and other benefits. Moreover,

1 Defendants' actions have adversely affected his personal health and well-being. Plaintiff  
2 has also suffered extensive general damages related to the embarrassment and public  
3 humiliation caused by Defendants. Plaintiff's damages are continuing and in an amount  
4 not yet determined, but believed to be in the millions of dollars.

5 **FIRST CAUSE OF ACTION**

6 **BY PLAINTIFF AGAINST DEFENDANT CITY OF LOS ANGELES AND**

7 **DOES 1-20**

8 **[Violations Cal. Labor Code § 1102.5]**

9 46. Plaintiff incorporates by this reference each and every allegation contained  
10 in paragraphs 1 through 45 of this Complaint as though fully set forth herein.

11 47. At all times mentioned herein, California Labor Code § 1102.5 was in full  
12 force and effect, and binding on the Defendants, and each of them.

13 48. At all relevant times, Defendant City was Plaintiff's employer.

14 49. At all relevant times, as more fully set forth above, Plaintiff discovered  
15 fraud, waste and abuse that were being committed by certain employees of the LAFD,  
16 which Plaintiff had reasonable cause to believe violated federal, state and local laws and  
17 regulations.

18 50. Plaintiff engaged in protected activity, and reported these violations to the  
19 LAFD and Defendant City, each of whom had authority over Plaintiff, had authority to  
20 investigate, discover, or correct the violations, and/or were government agencies.

21 51. Defendant City retaliated against Plaintiff for engaging in activities  
22 protected under Labor Code § 1102.5, as set forth above, including but not limited to,  
23 removing Plaintiff as Fire Marshal and as the official in charge of the Fire Prevention  
24 Bureau; constructively ousting Plaintiff from his 35-year long tenure at the LAFD;  
25 maligning Plaintiff's reputation in the Department and in the press; and fabricating  
26 allegations against Plaintiff and his efforts to ensure the health and safety of the public.

27 52. A motivating factor for Defendant City to engage in the foregoing adverse  
28 employment actions against Plaintiff was to retaliate against Plaintiff for reporting the

1 illegal conduct he uncovered and reported, particularly in the section managed by Chief  
2 Boyd and supervised by Captain Carpenter.

3 53. As a direct, foreseeable and proximate cause of Defendant City's conduct,  
4 Plaintiff suffered and continues to suffer damage to his reputation and career, physical,  
5 mental and emotional injuries, pain, distress, suffering, anguish, anxiety, shame,  
6 humiliation, embarrassment, and indignity, and other non-economic damages, in an  
7 amount in excess of the jurisdictional limits of this court, for a sum to be ascertained  
8 according to proof, but believed to be in the millions of dollars.

9 54. As a further legal result of Defendant City's conduct, Plaintiff has suffered  
10 and will continue to suffer loss of income, wages, earnings, and earning capacity; his  
11 ability to find other positions inside or outside the LAFD and his ability to work has been  
12 adversely affected; and he has suffered adverse effects to his income and other benefits  
13 and will be forced to choose a different retirement path.

14 55. In doing the things herein alleged, Defendant City was guilty of oppression,  
15 fraud, and malice in that it, among other things, acted with a willful and conscious  
16 disregard for Plaintiff's rights, health and safety and, insofar as the things alleged were  
17 attributable to employees of Defendant City, said employees were employed by the  
18 Defendant City with advance knowledge of the unfitness of the employees and/or they  
19 were employed with a conscious disregard for the rights of others and/or defendants  
20 authorized or ratified the wrongful conduct and/or there was advance knowledge,  
21 conscious disregard, authorization, ratification or act of oppression, fraud or malice on the  
22 part of an officer, director or managing agent of Defendant City, all entitling Plaintiff to  
23 the recovery of exemplary and punitive damages.

24 56. As a further legal result of Defendant City's conduct Plaintiff is entitled to  
25 attorneys' fees, and costs in an amount according to proof.

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**SECOND CAUSE OF ACTION**  
**BY PLAINTIFF AGAINST DEFENDANT UNITED FIREFIGHTERS OF CITY**  
**OF LOS ANGELES, AND DOES 1-20**

**[Aiding and Abetting Violations of Labor Code § 1102.5]**

57. Plaintiff incorporates by this reference each and every allegation contained in paragraphs 1 through 56 of this Complaint as though fully set forth herein.

58. Defendant UFLAC knew that the conduct being committed by its co-Defendant City of Los Angeles was in violation of Labor Code § 1102.5 and gave substantial assistance to and encouragement of the retaliation being committed by Defendant City of Los Angeles against Plaintiff.

59. Defendants' conduct, as alleged above, was intentionally directed at Plaintiff.

60. Defendants' conduct, as alleged above, was done with the intent of causing, or in reckless disregard of the probability of causing, injury and harm to Plaintiff, including causing Plaintiff to suffer emotional distress.

61. As a direct, foreseeable and proximate cause of Defendants' conduct, Plaintiff suffered and continues to suffer damage to his reputation and career, physical, mental and emotional injuries, pain, distress, suffering, anguish, anxiety, shame, humiliation, embarrassment, and indignity, and other non-economic damages, in an amount in excess of the jurisdictional limits of this court, for a sum to be ascertained according to proof, but believed to be in the millions of dollars.

62. As a further legal result of Defendants' conduct, and each of them, Plaintiff has suffered and will continue to suffer loss of income, wages, earnings, earning capacity, his ability to be selected for other jobs, his ability to work, his income and other benefits will be adversely affected, and said conduct will cause him to take a different retirement path.

63. In doing the things herein alleged, Defendant UFLAC was guilty of oppression, fraud, and malice in that it, among other things, acted with a willful and

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1 conscious disregard for Plaintiff's rights, health and safety and, insofar as the things  
2 alleged were attributable to employees of Defendant UFLAC, said employees were  
3 employed by the Defendant ULAC with advance knowledge of the unfitness of the  
4 employees and/or they were employed with a conscious disregard for the rights of others  
5 and/or defendants authorized or ratified the wrongful conduct and/or there was advance  
6 knowledge, conscious disregard, authorization, ratification or act of oppression, fraud or  
7 malice on the part of an officer, director or managing agent of Defendant UFLAC, all  
8 entitling Plaintiff to the recovery of exemplary and punitive damages.

9 **THIRD CAUSE OF ACTION**

10 **BY PLAINTIFF AGAINST DEFENDANT CITY OF LOS ANGELES,**

11 **AND DOES 1-20**

12 **[Violations of the Private Attorneys General Act ("PAGA") Labor Code §2698 *et***  
13 ***seq.*]**

14 64. Plaintiff incorporates by this reference each and every allegation contained  
15 in paragraphs 1 through 63 of this Complaint as though fully set forth herein.

16 65. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by  
17 Defendant City during the applicable statutory period and suffered one or more of the  
18 Labor Code violations set forth herein.

19 66. Pursuant to Labor Code §2699.3(a), on October 20, 2016, Plaintiff provided  
20 online written notice to the Labor and Workforce Development Agency ("LWDA"), and  
21 notice via certified mail to Defendant City, of the specific violations of the California  
22 Labor Code Defendant City violated.

23 67. If no notice has been provided by the LWDA to Plaintiff within 65 calendar  
24 days of the October 20, 2016 postmark date, Plaintiff is entitled to commence the present  
25 civil action. The 65 days has elapsed, and Plaintiff has not received a notice from the  
26 LWDA.

27 68. Plaintiff seeks civil penalties pursuant to PAGA for violations by Defendant  
28 City of Labor Code §1102.5 as set forth in this Complaint. Labor Code §1102.5 is a

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1 specifically enumerated provision contained within Labor Code §2699.5 that permits the  
2 recovery of PAGA penalties.

3 69. Pursuant to California Labor Code §2699, Plaintiff should be awarded  
4 twenty-five percent (25%) of all penalties due under California law, as well as attorneys'  
5 fees and costs.

6 **FOURTH CAUSE OF ACTION**

7 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

8 **[Intentional Infliction of Emotional Distress]**

9 70. Plaintiff incorporates by this reference each and every allegation contained  
10 in paragraphs 1 through 69 of this Complaint as though fully set forth herein.

11 71. Defendants, and each of them, engaged in outrageous conduct towards  
12 Plaintiff, with the intention to cause or with reckless disregard for the probability of  
13 causing Plaintiff to suffer severe emotional distress.

14 72. As a direct, foreseeable and proximate cause of Defendants' conduct, as  
15 alleged herein, Plaintiff suffered and continues to suffer damage to his reputation and  
16 career, physical, mental and emotional injuries, pain, distress, suffering, anguish, anxiety,  
17 shame, humiliation, embarrassment, and indignity, and other non-economic damages, in  
18 an amount in excess of the jurisdictional limits of this court, for a sum to be ascertained  
19 according to proof, but believed to be in the millions of dollars.

20 73. In doing the things herein alleged, Defendants were guilty of oppression,  
21 fraud, and malice in that it, among other things, acted with a willful and conscious  
22 disregard for Plaintiff's rights, health and safety and, insofar as the things alleged were  
23 attributable to employees of Defendants, said employees were employed by Defendants  
24 with advance knowledge of the unfitness of the employees and/or they were employed  
25 with a conscious disregard for the rights of others and/or defendants authorized or ratified  
26 the wrongful conduct and/or there was advance knowledge, conscious disregard,  
27 authorization, ratification or act of oppression, fraud or malice on the part of an officer,  
28 director or managing agent of Defendants, all entitling Plaintiff to the recovery of

1 exemplary and punitive damages.

2 **FIFTH CAUSE OF ACTION**

3 **BY PLAINTIFF AGAINST UNITED FIREFIGHTERS OF CITY OF LOS**

4 **ANGELES, AND DOES 1-20**

5 **[Intentional Interference with Prospective Business Advantage]**

6 74. Plaintiff incorporates by this reference each and every allegation contained  
7 in paragraphs 1 through 73 of this Complaint as though fully set forth herein.

8 75. At all times herein mentioned, Plaintiff had continuing or prospective  
9 economic relationships with the LAFD and future potential employers/third parties with  
10 the probability of future economic benefit to the Plaintiff, including but not limited to  
11 consulting opportunities in the private sector, speaking engagements, and opportunities to  
12 serve as fire marshal for other cities.

13 76. Defendant UNION knew, or should have known about these relationships at  
14 all relevant times.

15 77. Defendant UNION intentionally acted to disrupt the relationships between  
16 Plaintiff and these employers by doing the things herein alleged.

17 78. As a direct, foreseeable and proximate cause of Defendant UNION's  
18 intentional acts that have in fact disrupted Plaintiff's continuing and prospective economic  
19 relationships with these third parties, Plaintiff suffered and continues to suffer actual and  
20 consequential damages, including the loss of these business/employment opportunities,  
21 good will, damages to his reputation and career, physical, mental and emotional injuries,  
22 pain, distress, suffering, anguish, anxiety, shame, humiliation, embarrassment, and  
23 indignity, and other non-economic damages, in an amount in excess of the jurisdictional  
24 limits of this court, for a sum to be ascertained according to proof, but believed to be in  
25 the millions of dollars.

26 79. As a further legal result of Defendant UNION's conduct, Plaintiff has  
27 suffered and will continue to suffer loss of income, wages, earnings, earning capacity, his  
28 ability to be selected for other jobs, his ability to work, will adversely affect his income

1 and other benefits, and will cause him to choose a different retirement path.

2 80. In doing the things herein alleged, Defendant UNION was guilty of  
3 oppression, fraud, and malice in that it, among other things, acted with a willful and  
4 conscious disregard for Plaintiff's rights, health and safety and, insofar as the things  
5 alleged were attributable to employees of Defendant UNION, including but not limited to  
6 Lima, said employees were employed by Defendant UNION with advance knowledge of  
7 the unfitness of the employees and/or they were employed with a conscious disregard for  
8 the rights of others and/or defendants authorized or ratified the wrongful conduct and/or  
9 there was advance knowledge, conscious disregard, authorization, ratification or act of  
10 oppression, fraud or malice on the part of an officer, director or managing agent of  
11 Defendant UNION, all entitling Plaintiff to the recovery of exemplary and punitive  
12 damages.

13 **SIXTH CAUSE OF ACTION**

14 **BY PLAINTIFF AGAINST UNITED FIREFIGHTERS OF CITY OF LOS**

15 **ANGELES, AND DOES 1-20**

16 **[Negligent Interference with Prospective Business Advantage]**

17 81. Plaintiff incorporates by this reference each and every allegation contained  
18 in paragraphs 1 through 80 of this Complaint as though fully set forth herein.

19 82. At all times herein mentioned, Plaintiff had continuing or prospective  
20 economic relationships with the LAFD and future potential employers and/or business  
21 opportunities with the probability of future economic benefit to the Plaintiff, including but  
22 not limited to consulting opportunities in the private sector, speaking engagements, and  
23 opportunities to serve as fire marshal for other cities.

24 83. Defendant UNION knew, or should have known about these relationships at  
25 all relevant times.

26 84. Defendant UNION knew, or should have known, that its conduct as herein  
27 alleged would have disrupted the relationships between Plaintiff and these employers  
28 and/or business opportunities by doing the things herein alleged.



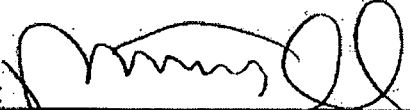


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- 6. For attorneys' fees and costs of suit pursuant to statute;
- 7. For statutory penalties;
- 8. For Plaintiff's costs of suit herein;
- 9. For pre-judgment interest; and
- 10. For such other, further or different relief as the Court may deem just and proper.

Dated: January 9, 2017

HOGAN LOVELLS US LLP  
Michael L. Turrill  
Poopak Nourafchan  
Tao Y. Leung

By:   
Michael L. Turrill  
Attorneys for Plaintiff  
JOHN N. VIDOVICH

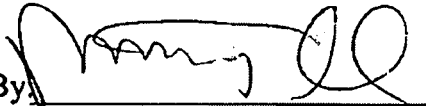
01/09/2017  
HOGAN LOVELLS US  
LLP  
ATTORNEYS AT LAW  
LOS ANGELES

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiff JOHN N. VIDOVICH respectfully demands a jury trial as to all issues of  
3 fact and law properly warranting a trial by jury.  
4

5 Dated: January 9, 2017

HOGAN LOVELLS US LLP  
Michael L. Turrill  
Poopak Nourafchan  
Tao Y. Leung

6  
7  
8 By 

9 Michael L. Turrill  
10 Attorneys for Plaintiff  
11 JOHN N. VIDOVICH  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael L. Turrill (Bar No. 185263) Poopak Nourafchan (Bar No. 193379) Tao Y. Leung (Bar No. 254265) Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, LA, CA 90067 TELEPHONE NO.: (310) 785-4600 FAX NO.: (310) 785-4601 ATTORNEY FOR (Name): Plaintiff, John Vidovich, an individual		FOR COURT USE ONLY  <b>FILED</b> Superior Court Of California County Of Los Angeles  <b>JAN 09 2017</b>  Sherri R. Carter, Executive Officer/Clerk By <u>Charlie L. Coleman</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: John Vidovich v. City of Los Angeles, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	CASE NUMBER: <b>BC 646217</b>
<input type="checkbox"/> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		JUDGE: DEPT:

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

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (08) <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)	<b>Provisionally Complex Civil Litigation</b> (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)
<b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)
<b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Miscellaneous Civil Petition</b> <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. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" 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 checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

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

4. Number of causes of action (specify): Seven

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: Michael L. Turrill  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

01/09/2017

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto Tort

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

## Other P/DP/DWD (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 P/DP/DWD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/DWD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other P/DP/DWD

## Non-P/DP/DWD (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-P/DP/DWD 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

ORIGINAL

SHORT TITLE: John Vidovich v. City of Los Angeles, et al.

CASE NUMBER

BC 646217

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases - unlawful detainer, limited non-collection, limited collection, or personal injury).

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto Tort, Asbestos, Product Liability, Medical Malpractice, and Other Personal Injury/Property Damage/Wrongful Death.

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death

BY FAX

01/09/2017

SHORT TITLE: John Vidovich v. City of Los Angeles, et al.

CASE NUMBER

Non-Personal Injury/Property  
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 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	1, 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	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	5, 6, 11
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11
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, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
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)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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SHORT TITLE: <b>John Vidovich v. City of Los Angeles, et al.</b>	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 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	
<b>Provisionally Complex Litigation</b>	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
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<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
<b>Miscellaneous Civil Complaints</b>	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	
<b>Miscellaneous Civil Petitions</b>	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/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	

10 160710  
 LACIV 109 (Rev 2/16)  
 LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM  
 AND STATEMENT OF LOCATION**

SHORT TITLE: John Vidovich v. City of Los Angeles, et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input 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. <input type="checkbox"/> 11.			ADDRESS: 200 N. Spring St.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: January 9, 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, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

01/09/2017