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7 Attorneys for Defendant
AMERICAN AUTOMOBILE
8 INSURANCE COMPANY

9
10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 WALTER FAMILY PARTNERSHIP
13 D/B/A HILTON PALM SPRINGS
14 RESORT,

15 Plaintiff,

16 v.

17 AMERICAN AUTOMOBILE
INSURANCE COMPANY,

18 Defendant.

Case No.

**DEFENDANT AMERICAN
AUTOMOBILE INSURANCE
COMPANY'S NOTICE OF
REMOVAL**

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1 TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
2 THE CENTRAL DISTRICT OF CALIFORNIA AND TO THE CLERK OF THAT
3 COURT:

4 PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332(a) and 1441,
5 defendant American Automobile Insurance Company (“AAIC”) hereby removes to
6 this Court the state court action described below.

7 1. On or about August 13, 2020, plaintiff Walter Family Partnership d/b/a
8 Hilton Palm Springs Resort filed in the Superior Court of the State of California,
9 County of Riverside, a complaint bearing Case No. PSC2003695. The complaint
10 names as defendant “American Automobile Insurance Company” and DOES 1
11 through 25, and purports to allege a cause of action for declaratory relief.

12 2. AAIC was served with a copy of the summons and complaint on
13 August 19, 2020. True and correct copies of the summons and complaint are
14 attached hereto as Exhibit A.

15 **JURISDICTION**

16 3. This action is a civil action over which this Court has original
17 jurisdiction under 28 U.S.C. § 1332, and is one which may be removed to this Court
18 by AAIC pursuant to the provisions of 28 U.S.C. § 1441(a), in that it is a civil action
19 wherein the amount in controversy exceeds the sum of \$75,000, exclusive of interest
20 and costs, and is between citizens of different states.

21 4. Plaintiff is, and at the time of the filing of the complaint was, a
22 California limited partnership with its principal place of business in Palm Springs,
23 California. The partners of plaintiff are the Walter Hotel Corporation, a California
24 corporation with its principal place of business in California, and two individuals
25 residing in California. (Complaint at ¶ 13.)

26 5. Defendant AAIC is, and at the time of the issuance of the policy at
27 issue in this suit and at the time of the filing of the complaint was, a corporation
28 incorporated under the laws of the State of Missouri. AAIC maintains, and at the

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1 time of the issuance of the policy at issue in this suit and at the time of the filing of
2 the complaint maintained, its principal place of business in Chicago, Illinois. *Hertz*
3 *v. Friend*, 559 U.S. 77, 130 S.Ct. 1181, 1194 (2010). (Declaration of Lorrie
4 Leonard (“Leonard Decl.”), ¶¶ 3-5, Exs. C-D.)¹

5 6. Although the complaint names 25 “Doe” defendants, the citizenship of
6 fictitiously named defendants is disregarded for removal purposes. 28 U.S.C. §
7 1441(a).

8 7. The amount in controversy in this action exceeds \$75,000, exclusive of
9 interest and costs:

10 a. Plaintiff’s complaint seeks benefits for business interruption
11 losses under business income coverage contained in a policy issued by AAIC.
12 Plaintiff alleges that it “was forced to suspend or reduce business due to
13 COVID-19 . . . and the resultant orders issued by the Governor of California
14 and the County of Riverside mandating that businesses like Plaintiff’s
15 suspend and limit operations and take necessary steps to prevent further
16 damage, minimize the suspension of business, and continue operations.”
17 (Complaint, ¶ 9.) Plaintiff asserts that “[a] declaratory judgment determining
18 that coverage is provided under the policy will prevent Plaintiff from being
19 left without vital coverage acquired to ensure the survival of its business.”
20 (Complaint, ¶ 10.) Plaintiff seeks benefits under the policy issued by AAIC
21 for losses allegedly incurred due to COVID-19 at its properties located at 400
22 E. Tahquitz Canyon Way, Palm Springs, California 92262, and 650 Tahquitz
23 Canyon Road, Palm Springs, California 92262. (Complaint, ¶¶ 20-23.)
24 Plaintiff alleges that “[l]osses caused by COVID-19 and the related orders
25 issued by local, state, and federal authorities triggered the Business Income,
26

27 ¹ Plaintiff incorrectly alleges that AAIC has its principal place of business in
28 Novato, California. (Complaint, ¶ 14.)

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1 Business Interruption, Extra Expense, Civil Authority, and Sue and Labor
2 coverage under the policy.” (Complaint, ¶ 32.) Plaintiff further alleges that
3 “[a]s a result of the presence of COVID-19 and the Closure Orders, Plaintiff
4 lost Business Income and incurred Extra Expense in an aggregate amount in
5 excess of \$25,000.” (Complaint, ¶ 40.)

6 b. The policy at issue, subject to its terms, conditions, limitations,
7 and exclusions, provides insurance for actual loss of business income
8 sustained due to the necessary suspension of the insured’s operations caused
9 by direct physical loss of or damage to property at the covered location with
10 limits of up to \$11,000,000. (Leonard Decl., ¶ 6, Ex. E, page 59-60.)
11 Accordingly, if the policy provides coverage for the losses as claimed by
12 plaintiff, and denied by AAIC, coverage due under the policy, if proven,
13 could reach up to \$11,000,000.

14 c. Plaintiff also prays for recovery of attorneys’ fees. (Complaint, ¶
15 46.c.) As an element of damages, plaintiff’s claim for attorneys’ fees is used
16 to determine the amount in controversy. *Galt G/S v. JSS Scandinavia*, 142
17 F.3d 1150, 1155-1156 (9th Cir. 1998).

18 **NOTICE OF REMOVAL IS TIMELY**

19 8. Under 28 U.S.C. § 1446(b), a defendant has thirty days to file a notice
20 of removal once it learns that an action is removable. See, e.g., *Durham v.*
21 *Lockheed Martin Corp.*, 445 F.3d 1247, 1250 (9th Cir. 2006).

22 9. This removal is timely under 28 U.S.C. § 1446(b) because this Notice
23 of Removal is filed within thirty days of service of plaintiff’s complaint. AAIC was
24 served with the complaint and summons on August 19, 2020, which requires this
25 Notice of Removal to be filed by September 18, 2020.

26 10. Removal is also timely because this Notice of Removal is filed not
27 more than one year after the action was commenced in the state court.
28

STATE COURT PLEADINGS

1
2 11. In accordance with 28 U.S.C. §1446(a), AAIC attaches as Exhibit B
3 hereto, in addition to the Summons and Complaint, copies of the following
4 pleadings, process and orders served upon it: Civil Case Cover Sheet and
5 Certificate of Counsel. No further proceedings have taken place in the above-
6 captioned action while it was pending in state court.

7 12. Pursuant to 28 U.S.C. §1446(d), a copy of this Notice of Removal will
8 be filed with the Clerk of the Superior Court of the State of California, County of
9 Riverside.

10 13. Pursuant to 28 U.S.C. § 1446(d), AAIC is providing written notice of
11 this removal by serving plaintiff’s counsel of record with a complete copy thereof.

12 14. AAIC reserves the right to amend or supplement this notice of removal.

13 WHEREFORE, defendant American Automobile Insurance Company further
14 gives notice that the above-described action, now pending against it in the Superior
15 Court for the State of California, County of Riverside, has been removed therefrom
16 to this Court on the ground of diversity of citizenship.

17 Dated: September 16, 2020 CLYDE & CO US LLP

18
19 By: /s/ Jason J. Chorley
20 Bruce D. Celebrezze
21 Michael A. Topp
22 Jason J. Chorley
23 Attorneys for Defendant
24 AMERICAN AUTOMOBILE
25 INSURANCE COMPANY
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27
28

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EXHIBIT A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

FILED

Superior Court of California
County of Riverside

8/14/2020

B. Tucker

Electronically Filed

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

AMERICAN AUTOMOBILE INSURANCE COMPANY and DOES 1 to 25, inclusive

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

WALTER FAMILY PARTNERSHIP D/B/A HILTON PALM SPRINGS RESORT

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE
3255 E. Tahquitz Canyon Way, Palm Springs, California 92262

CASE NUMBER: (Número del Caso):

PSC2003695

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):

GLASER WEIL, LLP ROBERT L. SHAPIRO; 10250 Constellation Blvd 19th Floor, Los Angeles, CA 90067; (310) 553-3000

DATE:

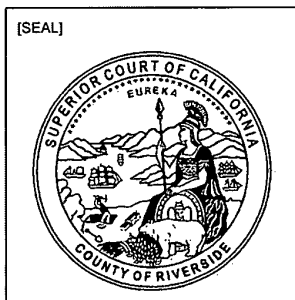
(Fecha) **8/14/2020**

Clerk, by
(Secretario)

, 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): American Automobile Insurance Company
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)

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

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FILED
 Superior Court of California
 County of Riverside
 8/13/2020
 B. Tucker
 Electronically Filed

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 19 Los Angeles, CA 90071
 20 Telephone: (213) 542-1978
 21 Facsimile: (213) 542-1977

22 *Counsel for Plaintiff*

23 [ADDITIONAL COUNSEL ON FOLLOWING PAGE]

24 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
 25 **COUNTY OF RIVERSIDE**

26 WALTER FAMILY PARTNERSHIP D/B/A
 27 HILTON PALM SPRINGS RESORT

28 Case No. **PSC2003695**

Plaintiff,

COMPLAINT FOR DECLARATORY RELIEF

v.

AMERICAN AUTOMOBILE INSURANCE
 COMPANY and DOES 1 to 25, inclusive

Defendant.

COMPLAINT

1 **THE AMMONS LAW FIRM, LLP**
2 **APRIL A. STRAHAN (CA SBN 302807)**
3 Email: april@ammonslaw.com
4 3700 Montrose Blvd.
Houston, TX 77006
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COMPLAINT

1 Walter Family Partnership d/b/a Hilton Palm Springs Resort (“Plaintiff”) brings this
2 complaint against Defendant American Automobile Insurance Co. (“American Automobile” or
3 “Defendant”) and DOES 1 through 25 as follows:

4 **NATURE OF THE ACTION**

5 1. Walter Family Partnership d/b/a Hilton Palm Springs Resort owns and operates the
6 Hilton Palm Springs Resort in Palm Springs, California.

7 2. To protect business in the event it suddenly had to suspend operations at its hotels
8 for reasons outside of its control, Plaintiff purchased insurance coverage from Defendant,
9 including business interruption coverage as set forth in Defendant’s Business Income Coverage
10 Form (and Extra Expense) (Form CP 00 30 10 91) (“Business Income Coverage Form”).

11 3. Defendant’s Business Income Coverage Form provides “Business Income”
12 coverage, which promises to pay for loss during a suspension of operations.

13 4. Defendant’s Business Income Coverage Form also provides “Extra Expense”
14 coverage, which promises to pay the expenses incurred to minimize the suspension of business
15 and to continue operations.

16 5. Defendant’s Business Income Coverage Form also provides “Civil Authority”
17 coverage, which promises to pay for losses caused by the action of a civil authority that prohibits
18 access to the insured premises.

19 6. Defendant’s Business Income Coverage Form also provides “Extended Business
20 Income” coverage, which extends the period of Business Income coverage provided in the
21 Business Income Coverage Form.

22 7. Defendant’s Business Income Coverage Form, under a section entitled “Duties in
23 the Event of Loss” mandates that Defendant’s insured must “[t]ake all reasonable steps to protect
24 the Covered Property from further damage by a Covered Cause of Loss” and “ keep a record of
25 your expenses . . . for consideration in the settlement of the claim.” This type of coverage has
26 historically been known as “Sue and Labor” coverage or a “Sue and Labor” provision, and
27 property policies have long provided coverage for these types of expenses.

28 8. Unlike many policies that provide Business Income coverage, the Business Income

1 Coverage Form does not include, and is not subject to, any exclusion for losses caused by viruses.

2 9. Plaintiff was forced to suspend or reduce business due to COVID-19 (a.k.a. the
3 “coronavirus” or “SARS-CoV-2”) and the resultant orders issued by the Governor of California
4 and the County of Riverside mandating that businesses like Plaintiff’s suspend and limit
5 operations and take necessary steps to prevent further damage, minimize the suspension of
6 business, and continue operations.

7 10. A declaratory judgment determining that coverage is provided under the policy will
8 prevent Plaintiff from being left without vital coverage acquired to ensure the survival of its
9 business.

10 **JURISDICTION AND VENUE**

11 11. This Court has subject-matter jurisdiction over this action and the matters alleged
12 herein.

13 12. Venue is proper in this Court because Defendant is obligated to perform the
14 contract at issue in Riverside County, California, and the acts, omissions, loss and harm
15 complained of took place at least in part in Riverside County, California.

16 **THE PARTIES**

17 13. Plaintiff Walter Family Partnership d/b/a Hilton Palm Springs Resort is a California
18 limited partnership with its principal place of business in Palm Springs, California. The partners of
19 the Walter Family Partnership are the Walter Hotel Corporation (a California corporation with its
20 principal place of business in California) and two individuals who are California domiciliaries.

21 14. Defendant American Automobile Insurance Co. is a Missouri company with its
22 principal place of business in Novato, California. Defendant provides property and business
23 income coverage to California businesses and properties. At all times material hereto, Defendant
24 conducted and transacted business through the selling and issuing of insurance policies within
25 California.

26 15. Removal of this action would be improper under the forum defendant rule and
27 because Plaintiff and Defendant are citizens of the same state.

28

1 16. Plaintiff does not know the true names and capacities of the defendants named
2 herein as Does 1 through 25, inclusive, and therefore sues these defendants by such fictitious
3 names. Plaintiff will amend this complaint to allege their true names and capacities when
4 ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously
5 named defendants took some part in the actions and/or omissions alleged in this Complaint or are
6 otherwise legally responsible in some manner for the occurrences herein alleged, and that
7 Plaintiff's losses as alleged herein were proximately caused by such wrongful acts.

8 17. At all times herein mentioned, each of the defendants was the agent, employee,
9 partner, or successor of each of the remaining defendants, and in doing the things alleged herein,
10 was acting within the purpose, scope, and course of such relationship.

11 **FACTUAL BACKGROUND**

12 ***The Business Income Coverage Form Protecting Plaintiff***

13 18. In return for the payment of a premium, Defendant issued Policy No. 8 17 MXG
14 80996712 (the "policy") to Plaintiff for a policy period of May 1, 2019, to May 1, 2020.

15 19. Plaintiff has performed all of its obligations under Policy No. 8 17 MXG
16 80996712, including the payment of premiums.

17 20. The Covered Properties, with respect to the policy, are 400 E. Tahquitz Canyon
18 Way, Palm Springs, CA 92262, and 650 Tahquitz Canyon Road, Palm Springs, CA 92262.

19 21. Plaintiff's policy includes Business Interruption, Extra Expense, and Civil
20 Authority coverages.

21 22. In many parts of the world, property insurance is sold on a specific peril basis. Such
22 policies cover a risk of loss if that risk of loss is specifically listed (e.g., hurricane, earthquake,
23 H1N1). Most property policies sold in the United States, however, including those sold by
24 Defendant, are all-risk property damage policies. These types of policies cover all risks of loss
25 except for risks that are expressly and specifically excluded. In the "Causes of Loss Form" in the
26 policy provided to Plaintiff, Defendant agreed to pay for all "Risks of Direct Physical Loss"
27 "unless loss is excluded or limited."

28 23. Losses due to COVID-19 are a covered Cause of Loss under the policy.

1 24. Any reading of the policy that does not provide coverage for losses due to COVID-
2 19 would render Policy No. 8 17 MXG 80996712 an illusory contract.

3 25. In the Business Income Coverage Form, Defendant agreed to pay Plaintiff's loss of
4 "Business Income" sustained due to interruption of or interference with its business as a result of
5 physical loss or damage.

6 26. "Business Income" means the net profit or loss before tax that Plaintiff would have
7 earned or incurred, as well as continuing normal operating expenses, including payroll.

8 ~~27. In the Business Income Coverage Form, Defendant also agreed to pay any "Extra~~
9 ~~Expense" that Plaintiff incurs "to avoid or minimize the suspension of business and to continue~~
10 ~~operations," "to minimize the suspension of business" if Plaintiff cannot continue operations, and~~
11 ~~to "[r]epair or replace any property."~~

12 28. "Extra Expense" means the expenses Plaintiff would not have incurred if there had
13 been no physical loss or damage to property.

14 29. In the Business Income Coverage Form, Defendant also agreed to pay for the "loss
15 of Business Income" and "Extra Expense" that Plaintiff sustains caused by action of Civil
16 Authority that prohibits access to a Covered Property when a Covered Cause of Loss causes
17 damage to property other than the Covered Property.

18 30. Defendant's Business Income Coverage Form, under a section entitled "Duties in
19 the Event of Loss" mandates that Defendant's insured must "[t]ake all reasonable steps to protect
20 the Covered Property from further damage by a Covered Cause of Loss" and "keep a record of
21 your expenses . . . for consideration in the settlement of the claim." This type of coverage has
22 historically been known as "Sue and Labor" coverage or a "Sue and Labor" provision, and
23 property policies have long provided coverage for these types of expenses.

24 31. The COVID-19 virus causes physical loss or damage to property through the well-
25 documented fact that it physically infects and stays on surfaces of objects and materials for up to
26 twenty-eight days and thereby facilitates transmission by touching of such surfaces. The fact that
27 virus or disease constitutes physical loss or damage to property has been recognized in the
28 insurance industry since at least 2006.

1 32. Losses caused by COVID-19 and the related orders issued by local, state, and
2 federal authorities triggered the Business Income, Business Interruption, Extra Expense, Civil
3 Authority, and Sue and Labor coverage under the policy.

4 ***The Covered Cause of Loss***

5 33. The presence of COVID-19 has caused civil authorities throughout the country to
6 issue orders requiring the suspension of business at a wide range of establishments, including civil
7 authorities with jurisdiction over Plaintiff's businesses (the "Closure Orders"). Relevant examples
8 are set forth below.

9 34. On March 4, 2020, California Governor Gavin Newsom issued a "Proclamation of
10 a State of Emergency."

11 35. On March 16, 2020, the Riverside County Health Officer issued a countywide
12 order prohibiting gatherings of more than 10 people.

13 36. On March 19, 2020, California Governor Newsom issued Executive Order N-33-
14 20, which he found was necessary "for the preservation of public health and safety throughout the
15 entire State of California." The order requires "all individuals living in the State of California to
16 stay home or at their place of residence except as needed to maintain continuity of operations of
17 the federal critical infrastructure sectors."

18 37. On March 27, 2020, the Riverside County Health Officer issued an order closing all
19 hotels except to the extent they are used for COVID-19 mitigation and containment and
20 prohibiting hotels from operating for any other purpose.

21 ***The Impact of COVID-19 and the Closure Orders***

22 38. The presence of COVID-19 caused "direct physical loss or direct physical damage
23 to" each "Covered Property" and the immediately surrounding areas under the Plaintiff's policy by
24 denying use of and rendering untenable and damaging the Covered Property and by causing a
25 necessary interruption of operations during a period of restoration.

26 39. The Closure Orders prohibited access to and use of Plaintiff's Covered Properties,
27 and the area immediately surrounding Covered Property, in response to dangerous physical
28 conditions resulting from a Covered Cause of Loss.

1 40. As a result of the presence of COVID-19 and the Closure Orders, Plaintiff lost
2 Business Income and incurred Extra Expense in an aggregate amount in excess of \$25,000.

3 41. Plaintiff has notified Defendant of the above-described loss. Defendant has
4 declined to pay any amount in response to this notification.

5 **FIRST CAUSE OF ACTION**

6 **DECLARATORY RELIEF**

7 **(Against Defendant and DOES 1 to 25)**

8 42. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

9 43. Under CAL. CIV. PROC. CODE §§ 1060 et seq., this Court may declare rights, status,
10 and other legal relations, regardless of whether further relief is or could be claimed.

11 44. An actual controversy has arisen between Plaintiff and Defendants as to the rights,
12 duties, responsibilities and obligations of the parties in that Plaintiff contends and Defendants
13 dispute and deny that the policy provides coverage for Business Interruption, Extra Expense, Civil
14 Authority, and Sue and Labor losses incurred by Plaintiff in connection with the COVID-19
15 pandemic.

16 45. Plaintiff seeks a Declaratory Judgement to determine whether the policy provides
17 coverage for Business Interruption, Extra Expense, Civil Authority, and Sue and Labor losses
18 incurred by Plaintiff in connection with the COVID-19 pandemic.

19 **REQUEST FOR RELIEF**

20 46. WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its
21 favor and against Defendants as follows:

- 22 a. Issuing a Declaratory Judgment that the policy provides coverage for Business
- 23 Interruption, Extra Expense, Civil Authority, and Sue and Labor losses incurred by
- 24 Plaintiff in connection with the COVID-19 pandemic;
- 25 b. Ordering Defendants to pay both pre- and post-judgment interest on any amounts;
- 26 c. Ordering Defendants to pay attorneys' fees and costs of suit; and
- 27 d. Ordering such other and further relief as may be just and proper.

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DATED: August 13, 2020

GLASER WEIL, LLP

/s/ Sean Riley

Sean Riley
Attorneys for Plaintiff

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: August 13, 2020

GLASER WEIL, LLP

/s/ Sean Riley

Sean Riley
Attorneys for Plaintiff

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): GLASER WEIL, LLP - ROBERT L. SHAPIRO (CA SBN 43693) PATRICIA L. GLASER (CA SBN 55668); SEAN RILEY (CA SBN 123533) 10250 Constellation Blvd 19th Floor, Los Angeles, CA 90067		FOR COURT USE ONLY <h2 style="margin: 0;">FILED</h2> Superior Court of California County of Riverside 8/13/2020 B. Tucker Electronically Filed
TELEPHONE NO.: (310) 553-3000 FAX NO. (<i>Optional</i>): ATTORNEY FOR (<i>Name</i>): Plaintiff		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 3255 E. Tahquitz Canyon Way MAILING ADDRESS: 3255 E. Tahquitz Canyon Way CITY AND ZIP CODE: Palm Springs, California 92262 BRANCH NAME: Palm Springs Courthouse		
CASE NAME: WALTER FAMILY PARTNERSHIP, ETC. v AMERICAN AUTOMOBILE INSURANCE CO., ET AL.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: PSC2003695 JUDGE: DEPT.:

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (*specify*): One (Declaratory Relief)
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: August 12, 2020

SEAN RILEY, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES**Auto Tort**

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- | | |
|---|---|
| <input type="checkbox"/> BANNING 311 E. Ramsey St., Banning, CA 92220 | <input type="checkbox"/> MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563 |
| <input type="checkbox"/> BLYTHE 265 N. Broadway, Blythe, CA 92225 | <input checked="" type="checkbox"/> PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262 |
| <input type="checkbox"/> CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92882 | <input type="checkbox"/> RIVERSIDE 4050 Main St., Riverside, CA 92501 |
| <input type="checkbox"/> HEMET 880 N. State St., Hemet, CA 92543 | <input type="checkbox"/> TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591 |
| <input type="checkbox"/> MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553 | |

RI-CI032

<p><small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)</small> Glaser Weil, LLP - Robert L. Shapiro (43693); Patricia Glaser (55668) 10250 Constellation Blvd., 19th Fl. Sean Riley (Los Angeles, CA 90067</p> <p>TELEPHONE NO: 310.553.3000 FAX.NO. (Optional): 310.556.2920 E-MAIL ADDRESS (Optional): rshapiro@glaserweil.com ATTORNEY FOR (Name): Plaintiff</p>	<p><small>FOR COURT USE ONLY</small></p> <p>FILED Superior Court of California County of Riverside 8/13/2020 B. Tucker Electronically Filed</p>
<p>PLAINTIFF/PETITIONER: Walter Family Partnership D/B/A Hilton Palm Springs Resort</p> <p>DEFENDANT/RESPONDENT: American Automobile Ins. Co.</p>	<p>CASE NUMBER: PSC2003695</p>

CERTIFICATE OF COUNSEL

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- The action arose in the zip code of: 92262
- The action concerns real property located in the zip code of: _____
- The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date August 12, 2020

Sean Riley, Esq.

(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

(SIGNATURE)

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) WALTER FAMILY PARTNERSHIP d/b/a HILTON PALM SPRINGS RESORT	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) AMERICAN AUTOMOBILE INSURANCE COMPANY
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(b) County of Residence of First Listed Plaintiff <u>Riverside County</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant <u>Boston, MA</u> (IN U.S. PLAINTIFF CASES ONLY)
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(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Robert L. Shapiro (SBN 43693) Patricia L. Glaser (SBN 55668) 10250 Constellation Blvd., 19t Floor Los Angeles, CA 90067; Tel: 310-553-3000	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Bruce D. Celebrezze (SBN 102181); Michael A. Topp (SBN 148445); Jason J. Chorley (SBN 263225) Four Embarcadero Center, Suite 1350 San Francisco, CA 94111; Tel: 415-365-9800
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II. BASIS OF JURISDICTION (Place an X in one box only.)

<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant)

Citizen of This State	PTF <input checked="" type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

<input type="checkbox"/> 1. Original Proceeding	<input checked="" type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
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V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 U.S.C. sections 1332(a) and 1441, Declaratory Relief

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent – Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument			<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	<input type="checkbox"/> 535 Death Penalty	
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	Other:	SOCIAL SECURITY
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	FORFEITURE/PENALTY	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	FEDERAL TAX SUITS
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 355 Motor Vehicle	<input type="checkbox"/> 440 Other Civil Rights	LABOR	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> Product Liability	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY: Case Number: _____

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:	INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input checked="" type="checkbox"/> Riverside or San Bernardino	Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	EASTERN

QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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IX(a). IDENTICAL CASES: Has this action been previously filed in this court? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court? NO YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/ Jason J. Chorley DATE: 9/16/2020

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))