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FILED
Superior Court Of California
County Of Los Angeles

AUG 23 2017

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By Charlie L. Coleman, Deputy
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16 Attorneys for Plaintiff Monah Stahl
17 And the Putative Class

18 **THE SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES**

20 MONAH STAHL, individually and on behalf
21 of all others similarly situated,

Case No. **BC 6 73 3 97**

21 Plaintiffs,

CLASS ACTION

22 v.

COMPLAINT FOR:

23 BANK OF THE WEST,

- (1) Breach of Contract;
- (2) Violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200);
- (3) Violation of the Consumer Legal Remedies Act, California Civil Code § 1750, et seq.

24 Defendant.

(JURY TRIAL DEMANDED)

CIT/CASE: BC673397
LEA/DEF#:
RECEIPT #: SCH24111079
DATE PAID: 08/23/17 05:12 PM
PAYMENT: \$435.00 310
RECEIVED:
CHD: \$1,435.00
CASH: \$0.00
CHG: \$0.00
CRD: \$0.00

08/23/2017

1 Plaintiff, MONAH STAHL ("Plaintiff"), on behalf of herself and all others similarly situated,
2 sues Defendant, BANK OF THE WEST ("Defendant" or "Bank of the West"), and allege:

3 **INTRODUCTION**

4 1) In its Deposit Account Disclosure ("Disclosure"), attached hereto as *Exhibit A*,
5 Defendant, Bank of the West, promises its customers who do not opt into Bank of the West's Debit
6 Card Overdraft Service that it will not charge them fees for non-recurring, every day Debit Card
7 transactions. But Bank of the West does charge overdraft fees for one-time debit card transactions
8 ("One-Time Transactions"). Specifically, Bank of the West charges overdraft fees for purchases of
9 rides from ride sharing companies, Uber Technologies, Inc. ("Uber") and Lyft, Inc. ("Lyft"), and
10 other One-Time Transactions that it knows or should know are not recurring.

11 2) In this case, Bank of the West charged Plaintiff \$35.00 in overdraft fees when she
12 used her debit card to pay for one-time Lyft and Uber ride transactions even though such fees are not
13 authorized for everyday debit card transactions. Accordingly, Plaintiff seeks to recoup the fee she
14 paid and to represent all individuals in the United States who were charged similar overdraft fees on
15 one-time debit card transactions in violation of Bank of the West's Disclosures.

16 3) Plaintiff asserts this action on behalf of herself and all others similarly situated, for
17 damages and other relief arising from Bank of the West's routine practice of charging standard
18 overdraft fees on one-time debit card transactions, in violation of its contract with accountholders.

19 **PARTIES**

20 4) Plaintiff is a resident of Los Angeles, California, and has had a checking account with
21 Defendant in California at all times material hereto.

22 5) Defendant is engaged in the business of, among other things, providing retail banking
23 services to consumers, including Plaintiff and members of the putative classes, which includes the
24 issuance of debit cards for use by its customers in conjunction with their checking accounts. Bank of
25 the West maintains its headquarters and principal place of business in San Francisco, California.

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1 **JURISDICTION AND VENUE**

2 6) This Court has jurisdiction over this matter because the amount in controversy
3 exceeds \$25,000.

4 7) Venue is proper in this District pursuant to CCP § 395(a) because Bank of the West is
5 a resident of San Francisco, California, which is located in this District.

6 **OVERVIEW**

7 8) Debit card transactions can be either “one-time” or “recurring.” One-time
8 Transactions are unique transactions not scheduled to regularly re-occur. Recurring transactions, on
9 the other hand, are scheduled to regularly re-occur. Recurring transactions are often automatically
10 charged on a prearranged schedule. Examples of recurring transactions include gym memberships,
11 cable bills, cell phone bills, utility bills, monthly magazine subscriptions, streaming content service
12 memberships like Netflix, and insurance premiums.

13 9) Lyft and Uber are well known ride sharing services that are used across the country.
14 There is no mystery about what their business is: one-time ride shares. Customers may use Lyft or
15 Uber more than once time a month with corresponding payment taking place each time the service is
16 used, but those inconsistent transactions are not “recurring.” Lyft and Uber are not subscription
17 services wherein customers pay a monthly fee. Such transactions do not occur automatically, do not
18 occur on a prearranged schedule, are not for a set amount, and only occur on a per ride basis.

19 10) Even though Bank of the West knows (or should know) that Lyft and Uber customers
20 pay per ride, and do not pay recurring pre-arranged fees, it repeatedly charges overdraft fees on these
21 transactions despite that they are One-Time transactions.

22 11) Bank of the West’s checking account Disclosure states the bank will not charge
23 overdraft fees on One-Time Transactions:

24
25 At Account opening you are automatically opted out of Debit Card Overdraft
Service

26 [...]
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1 The Bank may not charge an Overdraft Fee to your checking Account for paying
2 ATM or everyday Debit Card transactions against insufficient available funds as
3 long as you are opted out.

4 Ex. A at 46.

5 12) If a Bank of the West customer does *not* enroll in the Debit Card Overdraft Service
6 the account Disclosure promises:

7 [E]ven when you are opted out of Debit Card Overdraft Service, there still may be
8 circumstances when the transaction will be authorized and overdraw your
9 checking Account. However, in these cases, you will not be charged an Overdraft
10 Fee

11 Ex. A at 46 (emphasis added).

12 13) Even though it promises customers who did not opt into the Debit Card Overdraft
13 Service that it will not charge them overdraft fees for non-recurring, everyday transactions, Bank of
14 the West, as a matter of policy, does in fact charge accountholders overdraft fees for Lyft and Uber
15 rides, and on other One-Time Transactions. Bank of the West knows or should know that people
16 transacting for a one-time ride are making a one-time purchase.

17 **NAMED PLAINTIFF FACTS**

18 14) Plaintiff became a Bank of the West customer and contracted with Bank of the West
19 as embodied in the Disclosure. Bank of the West's Disclosure contains a promise that Bank of the
20 West will not assess overdraft fees on any one-time debit card transactions.

21 15) In or around February, 2016 and April 2016, Plaintiff made several one-time non-
22 recurring payments on its Bank of the West debit card for Uber and Lyft rides.

23 16) Plaintiff never opted in to Bank of the West's Overdraft Service and never consented
24 to being charged an overdraft fee for One-Time transactions for Uber and Lyft rides.

25 17) On September 23, 2016, Bank of the West charged Plaintiff a \$35.00 overdraft fee for
26 that One-Time Transaction.

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1 CLASS ACTION ALLEGATIONS

2 18) Plaintiff brings this action on her own behalf and on behalf of all others similarly
3 situated. The "Class" is as follows:

4 All holders of a BANK OF THE WEST checking and/or money market
5 account in California who, within the applicable statute of limitation
6 preceding the filing of this lawsuit, incurred one or more Overdraft Fees
7 on One-Time Transactions.

8 19) Excluded from the Class are Defendant, its subsidiaries and affiliates, its officers,
9 directors and member of their immediate families and any entity in which Defendant has a
10 controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party,
11 the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

12 20) Plaintiff reserves the right to modify or amend the definition of the proposed Class
13 and/or to add subclasses if necessary before this Court determines whether certification is
14 appropriate.

15 21) This case is properly brought as a class action, and all requirements therein are met
16 for the reasons set forth in the following paragraphs.

17 22) Numerosity. The members of the Classes are so numerous that separate joinder of
18 each member is impracticable. Upon information and belief, and subject to class discovery, the
19 Classes consist of thousands of members or more, the identity of whom are within the exclusive
20 knowledge of and can be ascertained only by resort to Bank of the West's records. Bank of the West
21 has the administrative capability through its computer systems and other records to identify all
22 members of the Classes, and such specific information is not otherwise available to Plaintiff.

23 23) Commonality. There are numerous questions of law and fact common to the Classes
24 relating to Bank of the West's usurious business practice at issue herein and those common
25 questions predominate over any questions affecting only individual Class members. The common
26 questions include, but are not limited to:

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a) Whether Bank of the West improperly charges overdraft fees on One-Time Transactions; and

b) Whether Plaintiff and other members of the Class have sustained damages as a result of Bank of the West's wrongful business practices described herein, and the proper measure of damages.

24) Typicality. Plaintiff's claims are typical of the claims of the other Class members in that they arise out of the same wrongful business practice by Bank of the West, as described herein.

25) Adequacy of Representation. Plaintiff is more than an adequate representative of the Class in that she has a Bank of the West checking account and has suffered damages as a result of Bank of the West's usurious and improper business practices. In addition:

a) Plaintiff is committed to the vigorous prosecution of this action on behalf of herself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;

b) There is no conflict of interest between Plaintiff and the unnamed members of the Class;

c) They anticipate no difficulty in the management of this litigation as a class action; and

d) Plaintiff's counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

26) Superiority. A class action is superior to other available methods and highly desirable for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is very small relative to the complexity of the litigation and since the financial resources of Bank of the West are enormous, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Bank of the West's misconduct will proceed without remedy. In addition, even if Class members themselves could afford such individual litigation, the court system

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1 could not. Given the complex legal and factual issues involved, individualized litigation would
2 significantly increase the delay and expense to all parties and to the Court. Individualized litigation
3 would also create the potential for inconsistent or contradictory rulings. By contrast, a class action
4 presents far fewer management difficulties, allows claims to be heard which might otherwise go
5 unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of
6 adjudication, economies of scale and comprehensive supervision by a single court.

7 27) All conditions precedent to bringing this action have been satisfied and/or waived.

8 **FIRST CAUSE OF ACTION**

9 **(For Breach of Contract)**

10 28) Plaintiff incorporates the preceding allegations by reference as if fully set forth
11 herein.

12 29) Plaintiff and Bank of the West contracted for checking account and debit card
13 services, as embodied in the Disclosure.

14 30) The Disclosure states that Bank of the West will not assess overdraft fees on any
15 One-Time Transactions.

16 31) Bank of the West breached the contract when it charged overdraft fees on One-Time
17 Transactions.

18 32) Plaintiff and members of the putative Class have performed all of the obligations on
19 them pursuant to the account Disclosure.

20 33) Plaintiff and members of the putative Class have sustained monetary damages as a
21 result of Defendant's breach.

22 **SECOND CAUSE OF ACTION**

23 **(For Violation of the "Fraudulent" Prong of the UCL, California Business & Professions Code**
24 **§ 17200, et seq.)**

25 34) Plaintiff incorporates the preceding allegations by reference as if fully set forth
26 herein.

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43) Plaintiff and each member of the Class are “consumers” within the meaning of California Civil Code § 1761(d).

44) Bank of the West’s checking accounts and debit card services were transactions within the meaning of California Civil Code § 1761(e).

45) Bank of the West violated the CLRA when it violated Regulation E, C.F.R. 1005.17, which requires affirmative consent before a financial institution is permitted to assess overdraft fees against customers’ accounts for ATM and one-time card transactions. Bank of the West does not seek or acquire affirmative consent before it charges overdraft fees on certain one-time transactions, including Uber transactions.

46) Plaintiffs request this Court enjoin Bank of the West from continuing to violate the CLRA as alleged herein in the future and to order restitution to Plaintiff and each member of the proposed Class. Otherwise, Plaintiff, the Class and members of the general public may be irreparably harmed and/or denied effective and complete remedy if such an order is not granted.

WHEREFORE, Plaintiff demands judgment against defendant Bank of the West for herself and the Class members as follows:

- (a) Certifying this matter as a class action;
- (b) Designating Plaintiff as an appropriate Class representative;
- (c) Awarding Plaintiff and the Class damages, prejudgment interest from the date of loss, and their costs and disbursements incurred in connection with this action, including reasonable attorney’s fees, expert witness fees and other costs; and
- (d) Granting such other relief as the Court deems just and proper.

Dated: August 23, 2017

Respectfully submitted,

Jeffrey D. Kaliel (CA Bar No. 238293)
TYCKO & ZAVAREEI LLP

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THE KICK LAW FIRM, APC

Taras Kick (SBN 143379)

Robert Dart (SBN 264060)


Attorneys for Plaintiff and the Putative Classes

DEMAND FOR JURY TRIAL

Plaintiff and the putative class demands a jury trial on all issues so triable.

Dated: August 23, 2017

Respectfully submitted,



Jeffrey D. Kaliel (CA Bar No. 238293)
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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FOR COURT USE ONLY

FILED
 Superior Court Of California
 County Of Los Angeles

AUG 23 2017

Sherri R. Carter, Executive Officer/Clerk
 By Charlie L. Coleman, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 600 S. Commonwealth Avenue
 MAILING ADDRESS: 600 S. Commonwealth Avenue
 CITY AND ZIP CODE: Los Angeles, CA 90005
 BRANCH NAME: Central Civil West

CASE NAME:
 Monah Stahl v. Bank of the West

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC 6 7 3 3 9 7

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

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 checked="" 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): 3 (breach of contract, violation of the UCL, violation of the CLRA)
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: 8/22/2017
 Taras Kick

Taras Kick
 (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.

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: Stahl v. Bank of the West	CASE NUMBER: BC 6 7 3 3 9 7
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to 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)

- | | |
|--|---|
| <ul style="list-style-type: none"> 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. | <ul style="list-style-type: none"> 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). |
|--|---|

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

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

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 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 checked="" 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

SHORT TITLE:

Stahl v. Bank of the West

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 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 Matte	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 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
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Nct Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
<input type="checkbox"/> A6123 Workplace Harassment		2, 3, 9	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2, 3, 9	
<input type="checkbox"/> A6190 Election Contest		2	
<input type="checkbox"/> A6110 Petition for Change of Name/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	

10/23/99

SHORT TITLE: Stahl v. Bank of the West	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 checked="" 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:
CITY:	STATE:	ZIP CODE:	

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: 8/22/2017


 (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.

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