

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
STEVEN R. VARTAZARIAN, SBN: 227635
THE VARTAZARIAN LAW FIRM
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TELEPHONE NO.: 818-990-9949 FAX NO.: 818-990-6124
ATTORNEY FOR (Name): Plaintiffs

CONFIRMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 27 2011

John A. Clarke, Executive Officer/Clerk

BY Shaunya Wesley, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, CA. 90012
BRANCH NAME: Central District

CASE NAME:
WARNER et. al. v. BRAD L. PENENBERG, M.D. et. al.

CIVIL CASE COVER SHEET
 Unlimited
(Amount demanded exceeds \$25,000)
 Limited
(Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC 475958
JUDGE:
DEPT:

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	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)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input checked="" type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
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)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	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)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <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): 5: medical malprac, strict products liab, neg, breach of warranty, loss of consortium
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: December 27, 2011
Steven R. Vartazarian

(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.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE**

BC 475958

Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Debre Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Deirde Hill	49	509
Hon. Rita Miller	16	306	Hon. John L. Segal	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. Steven J. Kleifield	53	513
Hon. Zaven V. Sinanian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
✓ Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	Other		
Hon. Ronald M. Sohigian	41	417			

***Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk
By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (**Civil only**).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program
A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

Information About Alternative Dispute Resolution:

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act ("DRPA"), to provide information about the availability of local dispute resolution programs funded under DRPA. In Los Angeles County, these services are made possible through major support from the Los Angeles County Department of Community and Senior Services through DRPA. The list of the local dispute resolution programs funded in Los Angeles County is set forth below.

Superior Court of California, Los Angeles County, ADR Office (213) 974-5425
www.lasuperiorcourt.org/ADR

Staff and volunteers of the following identified agencies are not employees of the Los Angeles Superior Court:

Asian-Pacific American Dispute Resolution Center (213) 250-8190 www.apadrc.org

California Academy of Mediation Professionals (818) 377-7250 www.mediationprofessionals.org

California Lawyers for the Arts, Arbitration and Mediation Service (310) 998-5590 www.calawyersforthearts.org/

Center for Conflict Resolution (818) 705-1090 www.ccr4peace.org

Inland Valleys Justice Center (909) 621-7479 www.ivjc.org

Korean American Coalition 4.29 Center (213) 365-5999 www.kacla.org

Los Angeles City Attorney's Office Dispute Resolution Program (213) 485-8324
www.lacity.org/mediate

Los Angeles County Bar Association Dispute Resolution Services
(877) 473-7658 (323) 930-1841 (888) 922-1322 (562) 570-1019 www.lacba.org/drs

Los Angeles County Department of Consumer Affairs (213) 974-0825

The Loyola Law School Center for Conflict Resolution (213) 736-1145 www.lls.edu/ccr

City of Norwalk Dispute Resolution Program (562) 929-5603
www.ci.norwalk.ca.us/socialservices2.asp

***These programs do not offer legal advice or help you respond to a summons,
but they can assist in resolving your problem through mediation.***

**Dispute Resolution Programs Act
Contracts Administration Office: (213) 738-2621**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	<i>Reserved for Clerk's File Stamp</i>
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.		
PLAINTIFF:		
DEFENDANT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- Mediation
- Non-Binding Arbitration
- Binding Arbitration
- Early Neutral Evaluation
- Settlement Conference
- Other ADR Process (*describe*): _____

Dated: _____

Name of Stipulating Party
 Plaintiff Defendant Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
 Plaintiff Defendant Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
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Signature of Party or Attorney

Name of Stipulating Party
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Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Additional signature(s) on reverse

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ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

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**SUPERIOR COURT OF CALIFORNIA
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Inland Valleys Justice Center (909) 621-7479 www.ivjc.org

Korean American Coalition 4.29 Center (213) 365-5999 www.kacla.org

Los Angeles City Attorney's Office Dispute Resolution Program (213) 485-8324
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Los Angeles County Department of Consumer Affairs (213) 974-0825

The Loyola Law School Center for Conflict Resolution (213) 736-1145 www.lls.edu/ccr

City of Norwalk Dispute Resolution Program (562) 929-5603
www.ci.norwalk.ca.us/socialservices2.asp

***These programs do not offer legal advice or help you respond to a summons,
but they can assist in resolving your problem through mediation.***

**Dispute Resolution Programs Act
Contracts Administration Office: (213) 738-2621**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	<i>Reserved for Clerk's File Stamp</i>
ATTORNEY FOR (Name):			
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COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.			
PLAINTIFF:			
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Dated: _____

Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant		

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Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant		

Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant		

Additional signature(s) on reverse

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

(INSERT DATE)
(INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp	
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:	

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:		
(TYPE OR PRINT NAME)	➤	(ATTORNEY FOR PLAINTIFF)
Date:		
(TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date:		
(TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date:		
(TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date:		
(TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date:		
(TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date:		
(TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL ⁸ HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office |
|---|---|

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

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

SHORT TITLE:

WARNER et. al. v. BRAD L. PENENBERG, M.D. et. al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
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 <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 8700 Beverly Blvd.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90048	

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

Dated: December 27, 2011


 (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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.

**SUMMONS
(CITACION JUDICIAL)**

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

**CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

DEC 27 2011

John A. Clarke, Executive Officer/Clerk
BY Shaunya Wesley, Deputy

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

a Corporation -
Inclusive

BRAD L. PENENBERG, M.D., WRIGHT MEDICAL GROUP, INC.,
WRIGHT MEDICAL TECHNOLOGY, INC., and DOES 1 through 100,

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

ALAN WARNER and PATRICIA WARNER

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 entrega 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): Los Angeles Superior Court
111 N. Hill Street, Los Angeles, CA. 90012
Central District

CASE NUMBER:
(Número del Caso):

BC 475958

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):
Steven R. Vartazarian, 15250 Ventura Blvd., Suite 505, Sherman Oaks, CA. 91403; 818-990-9949

DATE: DEC 27 2011 Clerk, by Shaunya Wesley, Deputy
(Fecha) (Secretario) (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)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served


- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

1 Steven R. Vartazarian, Esq. (SBN: 227635)
2 **THE VARTAZARIAN LAW FIRM, APC**
3 15250 Ventura Blvd., Suite 505
4 Sherman Oaks, CA 91403
5 (818) 990-9949

6 Attorney for Plaintiffs,
7 **ALAN WARNER and PATRICIA WARNER**

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 27 2011

John A. Clarke, Executive Officer/Clerk
BY  Deputy
Shaunya Wesley

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

10 **ALAN WARNER and PATRICIA**
11 **WARNER,**

12 Plaintiffs,

13 v.

14 **BRAD L. PENENBERG, M.D.,**
15 **WRIGHT MEDICAL GROUP,**
16 **INC., a corporation, WRIGHT**
17 **MEDICAL TECHNOLOGY,**
18 **INC., a corporation, Doctor, and**
19 **DOES 1 through 100, Inclusive,**

20 Defendants.

CASE NO. **BC 475958**

COMPLAINT FOR:

- 21 (1) **Medical Malpractice**
- 22 (2) **Strict Products Liability**
- 23 (3) **Negligence**
- 24 (4) **Breach of Warranty**
- 25 (5) **Loss of Consortium**

DEMAND FOR JURY TRIAL

[AMOUNT DEMANDED EXCEEDS \$25,000]

19 Plaintiffs ALAN WARNER and PATRICIA WARNER bring this action against
20 BRAD L. PENENBERG, M.D., and WRIGHT MEDICAL GROUP, INC., a corporation,
21 WRIGHT MEDICAL TECHNOLOGY, INC., a corporation, and DOES 1 THROUGH 100,
22 inclusive (collectively hereinafter referred to as "Defendants") and allege as follows:

23 **GENERAL ALLEGATIONS**

- 24 1. Plaintiff ALAN WARNER and his wife PATRICIA WARNER were and are
25 residents of Los Angeles, California at all relevant times.
- 26 2. Defendant Brad L. Penenberg, M.D., was and is a resident of Los Angeles,
27 California at all relevant times.
- 28 3. Defendant Wright Medical Group, Inc., a corporation, is a citizen of the

1 State of Delaware (where incorporated) and the State of Tennessee (principal place of
2 business), and is the parent company of Defendant Wright Medical Technology, Inc., a
3 corporation, which is a citizen of the State of Delaware (where incorporated) and the
4 State of Tennessee (principal place of business), collectively referred to hereinafter as the
5 "WRIGHT" Defendants.

6 4. Directly or through its aforesaid subsidiaries, Defendants Wright Medical
7 Group, Inc., and Wright Medical Technology, Inc., designed, manufactured, distributed and
8 sold in California various orthopedic hardware systems including the ProFemur R hip
9 prosthesis component at issue in this case.

10 5. The ProFemur R hip prosthesis component was approved for marketing by the Food
11 and Drug Administration via its 510(K) Premarket Notification procedure filed by one of the
12 "Wright" defendants, and therefore defendants are not exempt from suit in State Court.

13 6. The true names and capacities, whether individual, corporate, associate,
14 governmental, or otherwise of DOE 1 through DOE 100, inclusive, are unknown to plaintiffs
15 at this time, who therefore sue said defendants by such fictitious names. When the true names
16 and capacities of said defendants are ascertained, plaintiffs will amend this Complaint
17 accordingly. Plaintiffs are informed and believe, and thereon allege, that each of the
18 defendants designated herein as a DOE was and is responsible in some manner for the events
19 and happenings herein referred to and their conduct directly, proximately and legally caused
20 the injuries and damages sustained by plaintiffs as herein alleged, either through said
21 defendants' own conduct or through the conduct of their agents, servants, or employees, or
22 in some other manner.

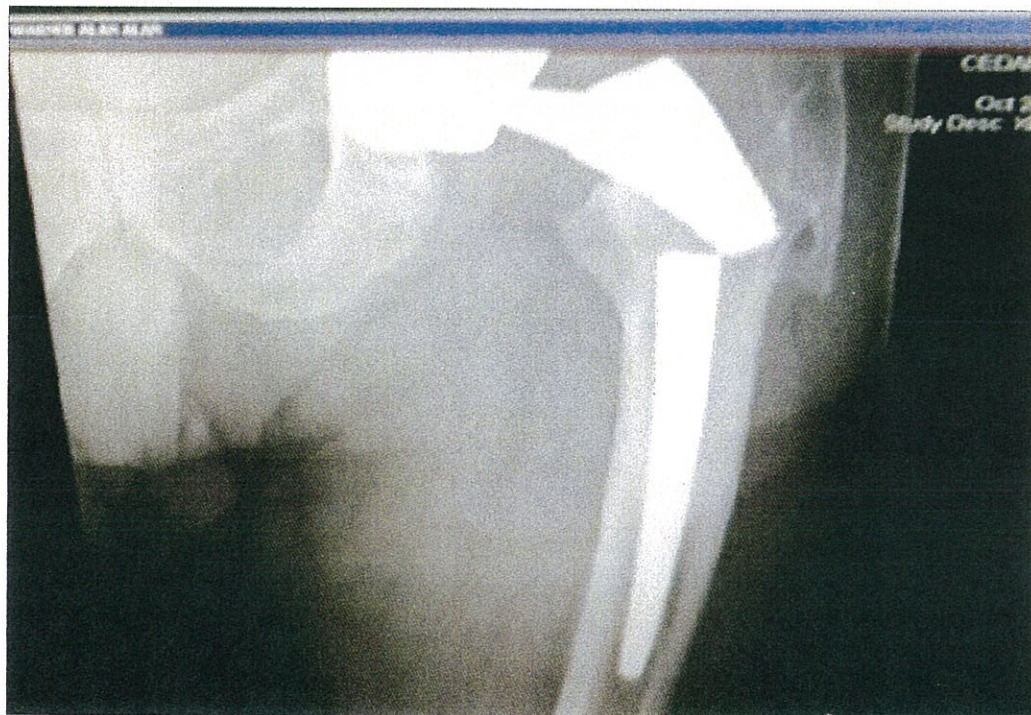
23 7. At all times herein mentioned, each defendant named herein was and is the
24 duly authorized agent, employee, servant, partner and/or joint venturer of the other co-
25 defendants, acting within the course and scope of said relationship. Further, when acting as
26 a principal, each defendant approved, consented to, and ratified the acts and conduct of his,
27 her or its co-defendants.

28 ///

1 **FACTUAL CONTENTIONS**

2 8. On November 27, 2007, plaintiff ALAN WARNER underwent a revision of his
3 existing left hip implant using a ProFemur R femoral component manufactured by the
4 "WRIGHT" Defendants. Specifically, the femoral component was a ProFemur R 176mm
5 x 14mm bearing serial number 037409895; and was manufactured and caused to be
6 distributed to California by defendants WRIGHT MEDICAL GROUP, INC., and,
7 WRIGHT MEDICAL TECHNOLOGY, INC. At the time the femoral component was
8 implanted in plaintiff, it was in the same condition in all respects as when it left the
9 Defendants' control.

10 9. Less than three years later, and on October 27, 2010, as plaintiff ALAN WARNER
11 was walking in his home he suddenly felt severe pain in and around his left groin. He was
12 unable to ambulate and immediately laid down. The next morning Mr. Warner presented
13 to Cedars Sinai Medical Center and was diagnosed with a left femoral stem fracture and
14 scheduled for surgery to revise his left total hip implant. The X-Ray depicting the broken
15 femoral component taken on October 29, 2010, is hereby identified and incorporated
16 herein by reference:



1 10. On November 1, 2010, plaintiff underwent revision surgery whereby his entire left
2 hip implant system was revised again using components manufactured by the "WRIGHT"
3 defendants.

4 11. Several months later, and in and around February 1, 2011, the revised hip implant
5 system failed when the acetabular component did not take to plaintiff's pelvis causing an
6 anterior dislocation and resulting subsidence of the femoral component. On that day,
7 plaintiff presented to Cedars-Sinai Medical Center's emergency department, where he
8 was admitted. The following day, plaintiff was taken to the operating room where a
9 closed reduction of the hip was performed under general anesthesia, but still felt by the
10 physicians to be unstable. Therefore, on February 7, 2011, plaintiff again underwent a
11 revision of his total hip implant system, but this time with the use of a hip implant system
12 from a different manufacturer (Stryker Homemedica Osteonics) from which plaintiff has
13 since been recovering.

14 **FIRST CAUSE OF ACTION**

15 **(By ALAN WARNER For Medical Malpractice (failure to obtain informed consent)**
16 **against Defendant Brad L. Penenberg, M.D.)**

17 12. Plaintiff re-alleges and incorporates herein by reference the above paragraphs 1
18 through 11 as if fully set forth herein.

19 13. Plaintiff contends that Defendant, Brad L. Penenberg, M.D., was negligent in and
20 around November 27, 2007, because he performed a revision of plaintiff's left total hip
21 arthroplasty without first obtaining plaintiff's informed consent.

22 14. Plaintiff contends that defendant, Brad L. Penenberg, M.D., performed a revision
23 of plaintiff's left total hip arthroplasty on November 27, 2007, using a Wright Medical
24 Technology Profemur R femoral component. Plaintiff contends that he did not give his
25 informed consent to the procedure. Plaintiff further contends that a reasonable person in
26 plaintiff's position would not have agreed to the revision surgery if had been fully
27 informed of the results, risks, and alternatives to the surgery, including the use of hip
28 replacement systems manufactured by companies other than WRIGHT. Plaintiff contends

1 that he was harmed by a result/risk that defendant should have explained before the
2 revision surgery was performed, such as the failure rate of hip replacement systems
3 manufactured by WRIGHT.

4 15. As a direct, proximate, and legal result of defendant's negligence as
5 described herein, plaintiff ALAN WARNER suffered debilitating injury when the
6 femoral component of his hip replacement system fractured and thereby required plaintiff
7 to undergo two (2) invasive revision surgeries. As a result, plaintiff has suffered from
8 past, and will suffer from future, physical pain, mental suffering, loss of enjoyment of
9 life, disfigurement, physical impairment, discomfort, inconvenience, anxiety, humiliation,
10 and emotional distress.

11 16. As a further direct, proximate, and legal result of Defendant's negligence as
12 described herein, plaintiff has incurred past medical expenses and will incur future
13 medical expenses in an amount to be ascertained at the time of trial.

14 **SECOND CAUSE OF ACTION**

15 **(By ALAN WARNER For Strict Products Liability Against Defendants Wright**
16 **Medical Group Inc., and Wright Medical Technology, Inc., for defectively designing,**
17 **manufacturing, and failing to warn of the potential for breakage of the Profemur R**
18 **femoral component as described above)**

19 17. Plaintiff re-alleges and incorporates herein by reference the above paragraphs 1
20 through 16 as if fully set forth herein.

21 18. **MANUFACTURING DEFECT**

22 Based on information and belief, Plaintiff contends that the Profemur R femoral
23 component as described herein and used to revise plaintiff's left hip prosthesis on
24 November 27, 2007, contained a manufacturing defect. Plaintiff contends that Defendants
25 manufactured, distributed, and sold the Profemur R femoral component in California.
26 Plaintiff contends that the product contained a manufacturing defect when it left the
27 Defendants' possession. Plaintiff further contends that the product caused harm to
28 plaintiff by fracturing as set forth above in Paragraph nine (9) and thereby necessitated

1 two (2) extensive revision surgeries. Plaintiff claims that the products manufacturing
2 defect was a substantial factor, and the only factor, in causing plaintiff's harm as stated
3 herein.

4 19. **DESIGN DEFECT**

5 A. **Consumer Expectation Test**

6 1. Plaintiff claims that the products design was defective because the product
7 did not perform as safely as an ordinary consumer would have expected it to
8 perform. Specifically, plaintiff who was an ordinary consumer, formed a
9 reasonable minimum safety expectation that the hip implant component
10 manufactured by Defendants would not fracture when being used as
11 intended, and require avoidable surgery to revise.

12 2. Plaintiff further alleges that Defendants manufactured, distributed, and sold
13 the defective product within California. Plaintiff alleges that the product did
14 not perform as safely as an ordinary consumer would have expected it to
15 perform when used in the manner intended by the manufacturer. Plaintiff
16 further contends that he was harmed by the defective design of the product
17 when it fractured and required removal. Plaintiff contends that the products
18 failure to perform safely was a substantial factor, and the only factor, in
19 causing plaintiff's harm as stated herein.

20 B. **Risk-Benefit Test**

21 1. Plaintiff claims that the product's design caused harm to plaintiff. Plaintiff
22 contends that Defendants manufactured, distributed and sold the subject
23 product in California. Plaintiff contends that he was harmed by the product
24 as a result of its design when it fractured and required surgical removal.
25 Plaintiff contends that the products design was a substantial factor, and the
26 only factor, in causing his harm as stated herein.

27
28 ///

1 20. **FAILURE TO WARN**

2 Plaintiff claims that the Profemur R femoral component lacked sufficient warning
3 of its potential risk for fracturing. Plaintiff contends and alleges that the Profemur R
4 femoral component had a potential risk of fracturing that was known and/or knowable by
5 the use of scientific knowledge available at the time of the manufacture, distribution,
6 and/or sale. Plaintiff further contends that the potential risk of fracturing presented a
7 substantial danger to users of the Profemur R femoral component and that ordinary
8 consumers could not have recognized. Plaintiff further contends and alleges that
9 Defendants failed to adequately warn of the potential risk of the Profemur R femoral
10 component fracturing. Furthermore, as Plaintiff was using the Profemur R femoral
11 component in a way that was reasonably foreseeable to Defendants, Plaintiff was harmed
12 and the lack of sufficient warnings was a substantial factor in causing Plaintiff's harm.

13 21. As a direct, proximate, and legal result of the actions of Defendants described
14 herein, plaintiff ALAN WARNER suffered debilitating injury which required two (2)
15 invasive revision surgeries, which caused plaintiff to suffer from past and future physical
16 pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment,
17 discomfort, inconvenience, anxiety, humiliation, and emotional distress.

18 22. As a further direct, proximate, and legal result of defendant's negligence as
19 described herein, plaintiff has incurred past medical expenses and will incur future
20 medical expenses in an amount to be ascertained.

21 **THIRD CAUSE OF ACTION**

22 **(By ALAN WARNER for Negligence Against Defendants Wright Medical Group**
23 **Inc., and Wright Medical Technology, Inc.)**

24 23. Plaintiff ALAN WARNER re-alleges and incorporates the above paragraphs 1
25 through 22 as if fully set forth herein.

26 24. Defendants owed a duty of reasonable care to plaintiff ALAN WARNER to
27 design, manufacture, sell, and/or distribute the Profemur R femoral Component, as
28 described above, in a condition that was safe for its intended purpose. Defendants' duty

1 includes a duty to ensure that the Profemur R femoral component did not cause users to
2 suffer from failure once implanted. Defendants failed to exercise ordinary care in the
3 manufacture, design, sale, testing, quality assurance, quality control, marketing, and/or
4 distribution of the Profemur R femoral component in that Defendants knew or should
5 have known that the defective Profemur R femoral component created a risk of failure
6 that could result in painful and debilitating injury, which could only be alleviated by
7 revision surgery.

8 25. Defendants breached their duty to plaintiff ALAN WARNER in the testing,
9 design, manufacture, packaging, warning, advertising, promotion, distribution and sale of
10 its Profemur R femoral component in that Defendants failed to use ordinary care in
11 designing and manufacturing the Profemur R femoral component so as to avoid the
12 manufacturing and design defects that cause the Profemur R femoral component to fail.

13 26. Defendants also breached their duty to plaintiff ALAN WARNER by failing to
14 properly design, manufacture, inspect, and/or prepare the Profemur R femoral component
15 that was implanted into plaintiff and others similarly situated.

16 27. Although Defendants knew or should have known since 2007, or earlier that the
17 Profemur R femoral component was defective and could fail, Defendants failed to warn
18 the medical community and the public of said risk. Defendants knew or reasonably should
19 have known that the Profemur R femoral component was dangerous or was likely to be
20 dangerous when used in a reasonably foreseeable manner. Defendants knew or
21 reasonably should have known that users would not realize the danger and Defendants
22 failed to adequately warn of the danger. A reasonable manufacturer, distributor, and/or
23 seller under the same or similar circumstances would have warned of the danger. As a
24 result of the negligent failure to warn, plaintiff was harmed. Defendants' failure to warn
25 was a substantial factor in causing plaintiff's harm.

26 28. Defendants knew or should have known that consumers such as plaintiff ALAN
27 WARNER risked injury as a result of Defendants' failure to exercise ordinary care as
28 described above.

1 29. Plaintiff further alleges that Defendants knew or should have known of the
2 Profemur R femoral components defective nature, as set forth herein, but continued to
3 manufacture, design, market, and sell the Profemur R femoral component so as to
4 maximize sales and profits at the expense of the health and safety of the public, including
5 plaintiff, in conscious or reckless disregard of the foreseeable harm caused by the
6 defective Profemur R femoral component.

7 30. Alternatively, Plaintiff contends that Defendants were negligent because
8 they failed to recall and/or retrofit the Profemur R femoral component so that it would not
9 fracture when being used as intended. Plaintiff is informed and believes that prior to 2007
10 Defendants knew or should have known of the potential for the Profemur R femoral
11 component to fracture and should have therefore recalled the product. Furthermore,
12 defendants knew or reasonably should have known that the Profemur R femoral
13 component was dangerous or was likely to be dangerous when used in a reasonably
14 foreseeable manner. Defendants became aware of this defect after the Profemur R
15 femoral component was sold. Defendants failed to recall and/or retrofit the Profemur R
16 femoral component as a reasonable manufacturer, distributor or seller under the same or
17 similar circumstances would have done. As a result of Defendants' failure to recall and/or
18 retrofit the Profemur R femoral component it was implanted in plaintiff and proximately
19 caused him to suffer injury as described herein.

20 31. As a direct, proximate, and legal result of Defendants' negligence as
21 described herein, plaintiff ALAN WARNER suffered debilitating injury which required
22 two (2) invasive revision surgeries, which caused plaintiff to suffer from past and future
23 physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical
24 impairment, discomfort, inconvenience, anxiety, humiliation, and emotional distress.

25 32. As a further direct, proximate, and legal result of defendant's negligence as
26 described herein, plaintiff has incurred past medical expenses and will incur future
27 medical expenses in an amount to be ascertained.

28 ///

FOURTH CAUSE OF ACTION

(By ALAN WARNER for Breach of Warranty Against Defendants Wright Medical Group Inc., and Wright Medical Technology, Inc.)

33. Plaintiff ALAN WARNER re-alleges and incorporates the above paragraphs 1 through 32 as if fully set forth herein.

34. Plaintiff contends that he was harmed by the Profemur R femoral component because it did not have the quality that a buyer would expect and/or that it was not suitable for its intended purpose.

35. Defendants impliedly warranted that they would sell and deliver the Profemur R femoral component that was fit for the particular purposes for which it was intended. Defendants also knew that plaintiff ALAN WARNER and her physician intended to use the Profemur R femoral component for the particular purpose of hip replacement.

36. Plaintiff ALAN WARNER and his physician relied upon Defendants' skill and/or judgment in furnishing a suitable Profemur R femoral component.

37. Defendants, by selling and delivering a defective Profemur R femoral component, which was used during Plaintiff's surgery, breached the implied warranties of merchantability and fitness in that the defective Profemur R femoral component presented an unreasonable risk of failure resulting in pain, discomfort, anxiety, emotional distress, partial disability, and the necessity of painful, invasive surgery.

38. As a direct, proximate, and legal result of defendant's actions as described herein, plaintiff ALAN WARNER suffered debilitating injury which required two (2) invasive revision surgeries, which caused plaintiff to suffer from past and future physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment, discomfort, inconvenience, anxiety, humiliation, and emotional distress, and was caused to suffer from, and continues to suffer from emotional distress, pain, discomfort, and anxiety.

39. As a further direct, proximate, and legal result of defendant's negligence as

1 described herein, plaintiff has incurred medical expenses and will incur future medical
2 expenses in an amount to be ascertained.

3 **FIFTH CAUSE OF ACTION**

4 **(By Plaintiff Patricia Warner Against All Defendants For Loss of Consortium**
5 **Against All Defendants)**

6 40. Plaintiff PATRICIA WARNER re-alleges and incorporates the above paragraphs 1
7 through 39 as if fully set forth herein.

8 41. At all times material to this action, Plaintiffs ALAN WARNER and PATRICIA
9 WARNER were husband and wife. Plaintiff PATRICIA WARNER contends that she has
10 been harmed as a result of the wrongful acts alleged herein against defendants
11 collectively.

12 42. Prior to plaintiff ALAN WARNER sustaining the above described injuries, he
13 was able to and did perform his duties as Plaintiff PATRICIA WARNER'S husband.
14 Subsequent to sustaining the injuries as described above, Plaintiff ALAN WARNER has
15 been unable to do so, including performing and assisting with certain of the work,
16 services, and society usually performed in the care of the family home and as Plaintiff
17 PATRICIA WARNER'S husband, and will be unable to do so in the future. By reason
18 thereof, Plaintiff PATRICIA WARNER has been and will be deprived of the consortium
19 of her spouse and/or the enjoyment of her husband's love, companionship, comfort, care,
20 assistance, protection, affection, society, solace, moral support, economic support, and
21 loss of the enjoyment of sexual relations, in a sum to be proved at time of trial.

22 **WHEREFORE**, Plaintiffs request the following relief:

23 On the First through Fourth Causes of Action by Plaintiff ALAN WARNER
24 Against All Defendants:

- 25 (a) general damages in an amount according to proof;
26 (b) special damages according to proof;
27 (c) interest, costs and expenses in this litigation;

28

1 (d) pre-judgment interest on the amount of damages attributable to
2 personal injury pursuant to Civil Code section 3291;

3 (e) such other and further relief as may be just and proper;

4 On the Fifth Cause of Action by Plaintiff PATRICIA WARNER Against All

5 Defendants:

6 (a) for general damages and damages for loss of consortium against all
7 defendants, according to proof;


8 (b) interest, costs and expenses in this litigation;

9 (c) pre-judgment interest on the amount of damages attributable to personal
10 injury pursuant to Civil Code section 3291; and

11 (d) such other and further relief as may be just and proper.

12
13 Dated: December 27, 2011

THE VARTAZARIAN LAW FIRM

14
15 
16 _____
17 Steven R. Vartazarian
18 Attorney for Plaintiffs
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28

NOTICE SENT TO:

Vartazarian, Steven R., Esq.
The Vartazarian Law Firm
15250 Ventura Blvd., Suite 505
Sherman Oaks, CA 91403

ORIGINAL FILED
FILE STAMP

JAN 27 2012

LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

ALAN WARNER ET AL

Plaintiff(s),

CASE NUMBER

BC475958

VS.

BRAD L PENENBERG M D ET AL

Defendant(s).

**NOTICE OF CASE
MANAGEMENT CONFERENCE**

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for May 15, 2012 at 8:30 am in Dept. 33 at 111 North Hill Street, Los Angeles, California 90012.

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least **15 calendar days** prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608 (b), and California Rules of Court 2.2 et seq.

Date: January 27, 2012

CHARLES F. PALMER

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

by personally giving the party notice upon filing the complaint.

Date: January 27, 2012

John A. Clarke, Executive Officer/Clerk

by *A. Kenney*, Deputy Clerk