

**SUMMONS
(CITACION JUDICIAL)**

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

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

WALI RAZAQI, an individual; Emily RAZAQI, an individual; and DOES 1 through 100, inclusive,

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

DENNIS KAMRANY, an individual, NAKE KAMRANY, an individual

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court-West
Santa Monica Courthouse, 1725 Main Street, Santa Monica, CA 90401

CASE NUMBER:
(Número del Caso):

20SMCV00248

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):
Abir Cohen Treyzon Salo, LLP, 16001 Ventura Boulevard, #200, Encino, CA 90401 424-288-4367

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 02/13/2020
(Fecha)

Clerk, by Leslie Kulkin, Deputy
(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)).



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: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

1 Boris Treyzon, Esq., (SBN: 188893)
 btreyzon@actslaw.com
 2 Renata Salo, Esq. (SBN:207796)
 rsalo@actslaw.com
 3 **ABIR COHEN TREYZON SALO, LLP**
 16001 Ventura Blvd., Suite 200
 4 Encino, CA 91436
 Telephone: (424) 288-4367 | Fax: (424) 288-4368
 5

6 Attorneys for Plaintiffs
 DENNIS KAMRANY and NAKE KAMRANY
 7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **COUNTY OF LOS ANGELES**
 10

11
 12 DENNIS KAMRANY, an individual, NAKE
 KAMRANY, an individual;

13
 14 Plaintiffs,

15 vs.

16
 17 WALI RAZAQI, an individual; EMILY
 RAZAQI, an individual; and DOES 1 through
 18 100, inclusive,

19 Defendants.
 20
 21

Case No.: **20SMCV00248**

COMPLAINT FOR DAMAGES

- 1. FRAUD/INTENTIONAL MISREPRESENTATION
- 2. VOIDABLE TRANSFER

DEMAND FOR JURY TRIAL

1 Plaintiffs DENNIS KAMRANY and NAKE KAMRANY (hereinafter "Plaintiffs"),
2 hereby allege as follows:

3 **PARTIES**

4 1. Plaintiff DENNIS KAMRANY is an individual and resident of the County of Los
5 Angeles, State of California.

6 2. Plaintiff NAKE KAMRANY is an individual and resident of the County of Los
7 Angeles, State of California.

8 3. Defendant EMILY CARD RAZAQI is an individual and resident of the County of
9 Los Angeles, State of California, and was at all relevant times married and residing in Los
10 Angeles, California.

11 4. Defendant WALI RAZAQI is an individual and resident of the County of Los
12 Angeles, State of California, and was at all relevant times married and residing in Los Angeles,
13 California.

14 5. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein
15 as DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
16 Plaintiffs will amend this Complaint to allege the true names and capacities of said Defendants
17 when ascertained. Plaintiffs are informed and believe and thereon allege that each of said
18 fictitiously named Defendants is responsible in some manner for the occurrences herein alleged
19 and is indebted to Plaintiffs as hereinafter alleged, and that Plaintiffs' damages as hereinafter
20 alleged were proximately caused by such Defendants.

21 6. Plaintiffs are informed and believe, and upon such information and belief alleges,
22 that each of the named Defendants are responsible in some manner for the occurrences herein
23 alleged, and Plaintiffs' damages as herein asserted were proximately caused by such Defendants.
24 Plaintiffs are informed and believe, and upon such information and belief allege, that at all times
25 herein mentioned each of the Defendants were the agent, employee, servant, partner, guarantor,
26 or successor of each of the Defendants and in doing the things herein asserted, were acting within
27 such course and scope. Plaintiffs are also informed and believe and upon such information and
28 belief allege that at all relevant times mentioned herein, Defendants, and each of them, were joint

1 ventures with each, every, and all other Defendants and said Defendants were acting in
2 furtherance of said joint venture.

3 JURISDICTION AND VENUE

4 7. This Court has jurisdiction over this controversy pursuant to Code of Civil
5 Procedure, section 410.10, and the amount in controversy exceeds the \$25,000.00 minimum
6 jurisdictional requirement, exclusive of costs and attorney's fees.

7 8. Venue is appropriate in this Court because all unlawful acts which caused
8 Plaintiffs' injuries took place in the County of Los Angeles.

9 FACTUAL BACKGROUND

10 9. On or about July 2, 2000, Defendant Emily Razaqi and Wali Razaqi (collectively,
11 "Defendants") were married.

12 10. On or about October 16, 2009, Plaintiffs DENNIS KAMRANY and NAKE
13 KAMRANY (collectively, "Plaintiffs") obtained a judgment against Defendants' Wali Razaqi,
14 Raz Entertainment, LLC, and Same Sky, LLC, in the amount of \$7,477,365.00, in the underlying
15 matter, *Nake Kamrany v. Wali Razaqi, et al.*, LASC Case No. SC099323 (the "Underlying
16 Matter"). (Attached as Exhibit "1").

17 11. To date, no amount due on the judgment in the Underlying Matter has been paid
18 to Plaintiffs.

19 12. On or about April 11, 2011, DEFENDANTS filed for a legal separation.

20 13. On or about July 27, 2018, in the Underlying Matter, Defendant Wali Razaqi filed
21 the Declaration of Wali Razaqi re: Fraudulent Separation (a true and correct copy of which is
22 attached hereto as Exhibit "2").

23 STATUTE OF LIMITATIONS

24 14. *California Code of Civil Procedure* Section 338(d) states, "an action for relief on
25 the ground of fraud or mistake. The cause of action in that case is not deemed to have accrued
26 until the discovery, by the aggrieved party, of the facts constituting the fraud or mistake.

27 15. PLAINITFFS did not discover the Fraudulent Separation entered into by
28 DEFENDANTS until after Wali Razaqi admitted to such, per his affidavit dated July 27, 2018.

1 16. Therefore, the statute of limitations has not expired, and PLAINTIFFS can bring
2 forth their claims.

3 RES JUDICATA

4 17. PLAINTIFFS obtained a judgment against Wali Razaqi, Raz Entertainment,
5 LLC, and Same Sky, LLC, in the amount of \$7,477,365.00 in the Underlying Matter on or about
6 October 16, 2009.

7 18. The causes of action in this complaint involve Fraud/Intentional
8 Misrepresentation and Voidable Transfer.

9 19. The Underlying Matter involved causes of action for Breach of Contract,
10 Negligence, Conversion, Intentional Infliction of Emotional Distress, and Injunctive Relief.

11 20. The causes of action in this complaint could not have been raised in the
12 Underlying Matter because DEFENDANTS entered into a Fraudulent Separation agreement on
13 April 11, 2011, which was after the judgment was obtained on the Underlying Matter.

14 21. The Defendants in this complaint is Emily Razaqi and Wali Razaqi.

15 22. The Defendant in the Underlying Matter was Wali Razaqi, Raz Entertainment,
16 LLC, and Same Sky, LLC.

17 23. *California Code of Civil Procedure* § 1916 states, any judicial record may be
18 impeached by evidence of a want of jurisdiction in the Court or judicial officer, of collusion
19 between the parties, or of fraud in the party offering the record, in respect to the proceedings.

20 24. PLAINTIFF can attack the argument of *res judicata* because PLAINTIFF was
21 deprived of the opportunity to fully present the fraudulent separation to the court.

22 FIRST CAUSE OF ACTION

23 **FRAUD/INTENTIONAL MISREPRESENTATION**

24 **(By Plaintiffs Against Defendant and Does 1 Through 100)**

25 25. Plaintiffs refer to paragraphs 1 through 24, inclusive, of this Complaint, and by
26 such reference incorporate those paragraphs herein as though set forth in full.

27 26. On or about April 11, 2020, DEFENDANTS represented to PLAINTIFFS that
28 DEFENDANTS entered into a legal separation due to irreconcilable differences. (See Exhibit

1 “A”).

2 27. This representation was false.

3 28. DEFENDANTS knowingly misrepresented their separation arrangement purely
4 to hide their income/assets and place them out of PLAINTIFFS’ reach in the underlying matter.

5 a. At the time of, and after the separation agreement was entered into,
6 DEFENDANTS did not separate, and continued to live as husband and wife, took
7 vacations together, and raised their two minor sons together just as they did when
8 they were married;

9 b. DEFENDANTS continued to share their assets and had mutual access to them;

10 c. DEFENDANTS continued their natural marriage with their children for nearly a
11 year after the legal separation was filed;

12 d. Attached as Exhibit “B” to the Declaration of Wali Razaqi re: Fraudulent
13 Separation, is an e-mail from Defendant Emily Razaqi to Wali Razaqi, dated
14 March 29, 2011, 10 days prior to entering the fake legal separation;

15 e. Attached as Exhibit “C” to the Declaration of Wali Razaqi re: Fraudulent
16 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
17 dated April 11, 2011, on the day of entering the fake legal separation;

18 f. Attached as Exhibit “D” to the Declaration of Wali Razaqi re: Fraudulent
19 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
20 dated April 12, 2011, on the day after entering the fake legal separation with
21 DEFENDANT;

22 g. Attached as Exhibit “E” to the Declaration of Wali Razaqi re: Fraudulent
23 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
24 dated April 14, 2011, three days after entering the fake legal separation;

25 h. Attached as Exhibit “F” to the Declaration of Wali Razaqi re: Fraudulent
26 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
27 dated April 18, 2011, seven days after entering the fake legal separation (“jidda”
28 is Farsi for “separation”) wherein Defendant Emily Razaqi is advising Defendant

1 Wali Razaqi that their separation date was March 1, 2007 but legally confirmed on
2 April 11, 2011;

3 i. Attached as Exhibit "G" to the Declaration of Wali Razaqi re: Fraudulent
4 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
5 dated April 19, 2011, eight days after entering the fake legal separation;

6 j. Attached as Exhibit "I" to the Declaration of Wali Razaqi re: Fraudulent
7 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
8 dated April 27, 2011, sixteen days after entering the fake legal separation;

9 k. Attached as Exhibit "J" to the Declaration of Wali Razaqi re: Fraudulent
10 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
11 dated April 27, 2011, seventeen days after entering the fake legal separation;

12 l. Attached as Exhibit "K" to the Declaration of Wali Razaqi re: Fraudulent
13 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
14 dated May 5, 2011, twenty-four days after entering the fake legal separation;

15 m. Attached as Exhibit "L" to the Declaration of Wali Razaqi re: Fraudulent
16 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
17 dated May 24, 2011, forty-four days after entering the fake legal separation;

18 n. Attached as Exhibit "M" to the Declaration of Wali Razaqi re: Fraudulent
19 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
20 dated June 8, 2011, fifty-eight days after entering the fake legal separation;

21 o. Attached as Exhibit "N" to the Declaration of Wali Razaqi re: Fraudulent
22 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
23 dated June 15, 2011, sixty-five days after entering the fake legal separation;

24 p. Attached as Exhibit "O" to the Declaration of Wali Razaqi re: Fraudulent
25 Separation, is an e-mail from Defendant Emily Razaqi to Defendant Wali Razaqi,
26 dated August 1, 2011, one hundred and twelve days after entering the fake legal
27 separation.

28 29. DEFENDANTS knew the representation was false when they made it. (See Exhibit

1 “2” to the Declaration of Wali Razaqi, Decl. ¶13, ¶14, ¶25).

2 30. DEFENDANTS intentionally engaged in fraudulent behavior to prevent Judgment
3 Creditors, including PLAINTIFFS, from obtaining money and assets to use to satisfy attorney’s
4 fees, Judgments, and court expenses. (See Exhibit “2” to the Declaration of Wali Razaqi ¶11, ¶12,
5 ¶30).

6 31. DEFENDANTS intended that PLAINTIFFS rely upon DEFENDANTS’ false
7 representation by preventing PLAINTIFFS from reaching Defendant Wali Razaqi’s income and
8 assets to satisfy all and/or some of PLAINTIFFS’ Judgment in the Underlying Matter.

9 32. PLAINTIFFS’ reliance on DEFENDANTS’ representation was a substantial
10 factor in causing PLAINTIFFS’ damages.

11 33. Had DEFENDANTS not engaged in the fraudulent behavior, Defendant Wali
12 Razaqi’s assets would have still been titled under his name and PLAINTIFF would have been
13 able to assert a lien on the properties in order to satisfy all and/or some of the \$7,477,365.00
14 judgment that was rendered in the Underlying Matter.

15 34. In doing the acts alleged here, DEFENDANTS acted with oppression, fraud and
16 malice, all of which warrants the imposition of punitive damages under the guidelines of Civil
17 Code §3294 in an amount sufficient to punish and deter DEFENDANTS from engaging in similar
18 conduct in the future.

19 35. In doing the acts alleged here, DEFENDANTS’ actions warrant the imposition of
20 a constructive trust against Defendant Emily Razaqi.

21 **SECOND CAUSE OF ACTION**

22 **VOIDABLE TRANSFER**

23 **(By Plaintiffs Against Defendant and Does 1 Through 100)**

24 36. Plaintiffs refer to paragraphs 1 through 35, inclusive, of this Complaint, and by
25 such reference incorporates those paragraphs herein as though set forth in full.

26 37. In the Underlying Matter, Judgment Debtor Wali Razaqi claimed not to have
27 sufficient monies to repay PLAINTIFFS, in accordance with the Judgment.

28 38. To date, Defendant Wali Razaqi has failed to make any payments to PLAINTIFFS

1 to satisfy the Judgment.

2 39. PLAINTIFFS are informed and believe that Defendant Wali Razaqi fraudulently
3 transferred title of his assets to Defendant Emily Razaqi with the intent to defraud Wali Razaqi's
4 creditors, including but not limited to PLAINTIFFS, and to prevent creditors from collecting from
5 DEFENDANTS.

6 40. PLAINTIFFS are informed and believe that DEFENDANTS fraudulently
7 transferred title of Wali Razaqi's assets to Defendant Emily Razaqi with the actual intent to delay,
8 defraud, and hinder creditors, fraudulently transferred control, title and ownership of the assets to
9 Defendant Emily Razaqi, or other presently unknown defendants.

10 41. PLAINTIFFS are informed and believe that Defendant Emily Razaqi received
11 Wali Razaqi's fraudulently transferred title of his assets with the actual intent to delay, defraud,
12 and hinder Wali Razaqi's creditors, and fraudulently received control, title and ownership of Wali
13 Razaqi's assets.

14 42. PLAINTIFFS are informed and believe that Defendant Emily Razaqi continues to
15 control the operations of Wali Razaqi's fraudulently transferred assets, and receives income from
16 its profits.

17 43. DEFENDANTS' fraudulent transfer has caused injury to PLAINTIFFS as
18 Defendant Emily Razaqi is unwilling return Wali Razaqi's fraudulently transferred assets back
19 into his possession or control, so as to allow Wali Razaqi to satisfy PLAINTIFFS Judgment in the
20 Underlying Matter.

21 44. Defendant Emily Razaqi received title to Wali Razaqi's assets without receiving a
22 reasonably equivalent value in exchange for the transfer.

23 45. Wali Razaqi informed PLAINTIFFS that he is unable to pay off the Judgment
24 obligation in the Underlying Matter to Plaintiffs, dated July 2, 2000, in the amount of
25 \$7,477,365.00, together with interest thereon at the rate of 10% per annum, because he no longer
26 has any assets.

27 46. A transfer or obligation which is fraudulent as to a creditor is void as to that
28 creditor. [Civil Code § 3439.07(a)(1); Civil Code § 3440].

1 47. DEFENDANTS caused this transfer to occur, making Wali Razaqi unable to pay
2 PLAINTIFFS pursuant to the Judgment in the Underlying Matter.

3 48. Wali Razaqi has continuously failed to pay, claiming that he does not have the
4 financial ability to pay, forcing PLAINTIFFS to file this action.

5 49. PLAINTIFFS are informed and believe and based thereon allege that the above
6 described transfers of assets were intentionally done by DEFENDANTS to hinder, delay or
7 defraud the collection of Wali Razaqi’s creditors, including PLAINTIFFS’ aforementioned claim.

8 50. PLAINTIFFS are informed and believe that had DEFENDANTS not engaged in
9 the fraudulent behavior, Wali Razaqi’s assets would have still been titled under his name and
10 PLAINTIFF would have been able to assert a lien on the properties in order to satisfy all and/or
11 some of the \$7,477,365.00 judgment that was rendered in the Underlying Matter.

12 51. PLAINTIFFS are informed and believe that notwithstanding this knowledge,
13 DEFENDANTS intentionally, willfully, fraudulently, with reckless disregard for the rights of
14 PLAINTIFFS, maliciously did the things herein alleged to defraud and oppress PLAINTIFFS.
15 PLAINTIFFS are therefore entitled to exemplary damages.

16 52. PLAINTIFFS are informed and believe that notwithstanding this knowledge, in
17 performing the acts alleged herein, DEFENDANTS’ actions warrant the imposition of a
18 constructive trust against Defendant Emily Razaqi.

19 **THIRD CAUSE OF ACTION**

20 **CONSTRUCTIVE TRUST**

21 **(By Plaintiffs Against Defendant Emily Razaqi)**

22 53. Plaintiffs refer to paragraphs 1 through 52, inclusive, of this Complaint, and by
23 such reference incorporates those paragraphs herein as though set forth in full.

24 54. PLAINTIFFS obtained a judgment against Defendant Wali Razaqi in the amount
25 of \$7,477,365.00 in the Underlying Matter on or about October 16, 2009.

26 55. DEFENDANTS fraudulently transferred title of Wali Razaqi’s assets to Defendant
27 Emily Razaqi on or about April 11, 2011.

28 56. Defendant Emily Razaqi received title to Wali Razaqi’s assets without receiving a

1 reasonably equivalent value in exchange for the transfer.

2 57. PLAINTIFFS are informed and believe that DEFENDANTS fraudulently
3 transferred title and ownership of Wali Razaqi's assets to Defendant Emily Razaqi with the actual
4 intent to delay, defraud, and hinder Wali Razaqi's creditors including PLAINTIFFS.

5 58. Wali Razaqi informed PLAINTIFFS that he is unable to pay off the Judgment
6 obligation in the Underlying Matter to Plaintiffs, dated July 2, 2000, in the amount of
7 \$7,477,365.00, together with interest thereon at the rate of 10% per annum, because he no longer
8 has any assets.

9 59. PLAINTIFFS are informed and believe that had DEFENDANTS not engaged in
10 the fraudulent behavior, Wali Razaqi's assets would have still been titled under his name and
11 PLAINTIFF would have been able to assert a lien on the properties in order to satisfy all and/or
12 some of the \$7,477,365.00 judgment that was rendered in the Underlying Matter.

13 60. PLAINTIFFS are informed and believe that the fraudulently transferred assets that
14 Defendant Emily Razaqi obtained from Defendant Wali Razaqi can be traced back to Defendant
15 Wali Razaqi, and thus imposition of a constructive trust on the assets now in Defendant Emily
16 Razaqi's possession is appropriate.

17 **PRAYER**

18 WHEREFORE, PLAINTIFFS pray for judgment against DEFENDANTS and each of them
19 as follows:

20 1. An order that the fraudulent transfers from Defendant Wali Razaqi to Defendant Emily
21 Razaqi be set aside to the extent necessary to satisfy Plaintiffs judgment against the Debtor in the
22 amount of indicated in the judgment of the Underlying Matter, plus interest;

23 2. For consequential and incidental damages according to proof;

24 3. Imposition of a constructive trust on the fraudulent transfers in Defendant Emily
25 Razaqi's possession;

26 4. For a determination that the DEFENDANTS are personally and individually liable for
27 the aforesaid judgment based on alter ego and conspiracy theories;

28

1 5. On the first and second causes of action for punitive and/or exemplary damages in an
2 amount sufficient to punish DEFENDANTS, each of them, and deter them from future similar
3 wrongdoing;

4 6. For any and all remedies under Civil Code §3439.07, and all other remedies, both legal
5 and equitable, that are afforded by law.


6 7. For attorney's fees and costs as provided for by agreement between parties; and

7 8. For such other and further relief, whether legal or equitable, as the Court deems proper
8 and just.

9
10 Dated: February 12, 2020

ABIR COHEN TREYZON SALO, LLP

11
12 By:


Boris Treyzon, Esq.
Asaf G. Macabi, Esq.
Attorneys for Plaintiffs
DENNIS and NAKE KAMRANY

13
14
15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs DENNIS KAMRANY and NAKE KAMRANY hereby request a jury trial on
18 all issues triable to a jury in this matter.

19
20 Dated: February 12, 2020

ABIR COHEN TREYZON SALO, LLP

21
22 By:



Boris Treyzon, Esq.
Asaf Macabi, Esq.
Attorneys for Plaintiffs
DENNIS and NAKE KAMRANY

EXHIBIT 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Roger M. Rosen Rosenberg Mendlin & Rosen, LLP 528 Colorado Ave., Santa Monica, CA 90401 TELEPHONE NO. 310-899-9008 FAX NO (Optional): 310-899-9006 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs kamrany	FOR COURT USE ONLY CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court OCT 16 2009 John A. Clarke, Executive Officer/Clerk By J. Citron, Deputy									
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 1725 Main Street MAILING ADDRESS: 1725 Main Street CITY AND ZIP CODE: Santa Monica, CA 90401 BRANCH NAME: West District										
PLAINTIFF: Kamrany et al. DEFENDANT: Razaqi et al.										
<table style="width:100%; border: none;"> <tr> <td style="text-align: center;">JUDGMENT</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> By Clerk</td> <td><input checked="" type="checkbox"/> By Default</td> <td><input type="checkbox"/> After Court Trial</td> </tr> <tr> <td><input checked="" type="checkbox"/> By Court</td> <td><input type="checkbox"/> On Stipulation</td> <td><input type="checkbox"/> Defendant Did Not Appear at Trial</td> </tr> </table>	JUDGMENT			<input type="checkbox"/> By Clerk	<input checked="" type="checkbox"/> By Default	<input type="checkbox"/> After Court Trial	<input checked="" type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial	CASE NUMBER SC 099323
JUDGMENT										
<input type="checkbox"/> By Clerk	<input checked="" type="checkbox"/> By Default	<input type="checkbox"/> After Court Trial								
<input checked="" type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial								

JUDGMENT

1. **BY DEFAULT**
 - a. Defendant was properly served with a copy of the summons and complaint.
 - ~~b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.~~ Defendants' Answer was stricken.
 Court
 - c. Defendant's default was entered by the court upon plaintiff's application.
 - d. **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
 - e. **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
 - (1) plaintiff's testimony and other evidence.
 - (2) plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2. **ON STIPULATION**
 - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
 - b. the signed written stipulation was filed in the case.
 - c. the stipulation was stated in open court the stipulation was stated on the record.

3. **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
 - a. The case was tried on (date and time):
 before (name of judicial officer):
 - b. Appearances by:

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
 - c. Defendant did not appear at trial. Defendant was properly served with notice of trial.
 - d. A statement of decision (Code Civ. Proc., § 632) was not was requested.

PLAINTIFF: Kamrany et al.	CASE NUMBER
DEFENDANT: Razaqi et al.	SC 099323

JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

4. Stipulated Judgment. Judgment is entered according to the stipulation of the parties.

5. Parties. Judgment is

a. for plaintiff (name each):
 Dennis kamrany and Nake Kamrany
 and against defendant (names):
 Wali Razaqi, Raz Entertainment, LLC and

c. for cross-complainant (name each):
 and against cross-defendant (name each):

Continued on Attachment 5a.

Continued on Attachment 5c.

b. for defendant (name each):

d. for cross-defendant (name each):

6. Amount.

a. Defendant named in item 5a above must pay plaintiff on the complaint:
 Per attachment 5a

c. Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input checked="" type="checkbox"/> Damages		\$ 7,477,365
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of	%	\$ 7,000,000
(3)	<input type="checkbox"/> Attorney fees		\$
(4)	<input type="checkbox"/> Costs		\$
(5)	<input checked="" type="checkbox"/> Other (specify): Emotional Distress		\$ 1,000,000
(6)	TOTAL		\$ 7,477,365

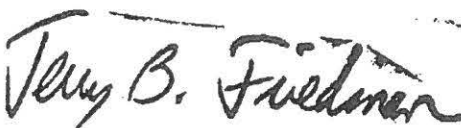
(1)	<input type="checkbox"/> Damages		\$
(2)	<input type="checkbox"/> Prejudgment interest at the annual rate of	%	\$
(3)	<input type="checkbox"/> Attorney fees		\$
(4)	<input type="checkbox"/> Costs		\$
(5)	<input type="checkbox"/> Other (specify):		\$
(6)	TOTAL		\$

b. Plaintiff to receive nothing from defendant named in item 5b.
 Defendant named in item 5b to recover costs \$
 and attorney fees \$

d. Cross-complainant to receive nothing from cross-defendant named in item 5d.
 Cross-defendant named in item 5d to recover costs \$
 and attorney fees \$

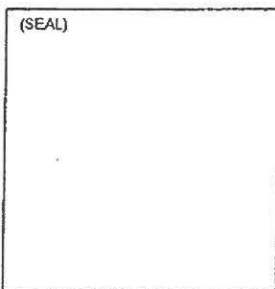
7. Other (specify):

Date: 10-16-09



 JUDICIAL OFFICER

Date: _____ Clerk, by _____, Deputy



CLERK'S CERTIFICATE (Optional)

I certify that this is a true copy of the original judgment on file in the court.

Date: _____

Clerk, by _____, Deputy

ATTACHMENT 5A

Judgment for plaintiffs Dennis Kamrany and Nike Kamrany dba Kamrany Production and against defendants Wali Razaqi, Raz Entertainment, LLC and Same Sky, LLC, on the following causes of action, in the following amounts:

Cause of Action	Amount
(1) Breach of Contract	\$7,477,365
(2) Negligence	\$7,477,365
(3) Breach of Fiduciary Duty	\$7,477,365
(4) Conversion	\$7,477,365
(5) Intentional Infliction of Emotional Distress	\$1,000,000 (Dennis Kamrany only)

such that the total amount of damages awarded in favor of Dennis Kamrany against all defendants is ~~\$8,477,365, representing \$7,477,365~~ on each of the first four causes of action, capped at \$7,477,365, ~~and \$1,000,000 for the fifth cause of action for intentional infliction of emotional distress~~; and \$7,477,365 in favor of plaintiff Nike Kamrany dba Kamrany Production, also on the first four causes of action. The \$7,477,365 is awarded against all defendants in favor of both plaintiffs. ~~The additional \$1,000,000 is in favor of Dennis Kamrany, only.~~

3. The Court finds that (a) plaintiffs were defrauded by defendants; (b) defendants breached their fiduciary duties to plaintiffs; (c) defendants converted plaintiffs' property; and (d) by clear and convincing evidence, defendants acted with oppression, fraud and malice, and acted with a conscious disregard of the rights of the plaintiffs.

4. Defendants Wali Razaqi, Raz Entertainment, LLC and Same Sky, LLC are permanently enjoined from using any rolls of film shot during the production of the film tentatively titled "Saving Nazagul" aka "Under the Same Sky" and are ordered to turn over to plaintiffs all such rolls of film in their possession, custody or control, immediately.

5. Plaintiffs Dennis Kamrany and Nike Kamrany dba Kamrany Production, alone, are entitled to all rights in the film and the script for the film tentatively titled "Saving Nazgul" aka "Under the Same Sky" and defendants Wali Razaqi, Raz Entertainment, LLC and Same Sky, LLC have no rights whatsoever in, to, or pertaining to that film or its script.

EXHIBIT 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Wali Razaqi
4841 Revlon Drive
La Canada, CA 91011

Judgment Debtor
In Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—WEST DISTRICT

DENNIS KAMRANY, an individual, NAKE
KAMRANY, an individual, dba KAMRANY
PRODUCTION,

Plaintiffs,

vs.

WALI RAZAQUI, an individual; RAZ
ENTERTAINMENT, LLC, a business entity
form unknown; SAME SKY, LLC, a business
entity form unknown; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: SC099323

*Assigned to the Hon. Mary H. Strobel
Dept. P*

**DECLARATION OF WALI RAZAQUI RE:
FRAUDULENT SEPARATION**

Complaint Filed: August 7, 2008
Judgment Entered: October 16, 2009

1 DECLARATION OF WALI RAZAQI

2 I, Wali Razaqi, hereby declare:

3 1. I am the Defendant and Judgment Debtor in the above-captioned action. I make
4 this declaration in support of my claim of a fraudulent divorce from my ex-wife, Emily Razaqi
5 ("Emily") and to explain circumstances and the motivation of my divorce.

6 2. I have personal knowledge of the facts contained herein, and if called upon as a
7 witness, I could competently testify thereto under penalty of perjury.

8 3. On or about October 16, 2009, Plaintiffs obtained a judgment ("Judgment") against
9 Defendants Wali Razaqi, Raz Entertainment, LLC, and Same Sky, LLC, in the amount of
10 \$7,477,365.00.

11 4. Emily and I have discussed the effect of the Judgment many times before and after
12 its entry.

13 5. To date, no amount on the Judgment has been paid to Judgment Creditors by me
14 or any other Defendants/Judgment Debtors in this action.

15 6. On July 2, 2000, I married Emily.

16 7. After this lawsuit was filed and after the Judgment was entered against me, Emily
17 and I became concerned the Judgment Creditors would execute my income and/or assets, as well
18 as those of Emily's.

19 8. Emily and I consulted with various attorneys to discuss how to keep Emily and our
20 assets out of this lawsuit.

21 9. One of the attorneys we visited, Sue Moravec, agreed to help Emily and I plan,
22 draft and navigate a legal separation.

23 10. On April 11, 2011, Emily and I filed for a legal separation.

24 11. Emily and I entered the legal separation purely as a device to shield our
25 income/assets from any collection efforts on the Judgment.

26 12. Emily and I discussed that this arrangement was only to hide assets and place them
27 out of creditors' reach.

28 13. At the same time, Emily and I entered into a fake separation agreement, attached

1 hereto as Exhibit "A," which also covered the custody agreement of our two minor sons.

2 14. At the time the separation agreement, Emily and I did not separate, and continued
3 to live as husband and wife.

4 15. Thinking this was all fake, I did not read through the fake separation agreement
5 drafted by our-then attorney, Ms. Moravec. I was advised by Ms. Moravec that it was a "standard
6 joint custody agreement."

7 16. I was advised by both Ms. Moravec and Emily that the separation and custody
8 agreement was only a formality and a requirement for a married couple with children who were
9 separating.

10 17. After the legal separation, mine and Emily's marriage remained intact; we
11 continued to live together, take vacations together, and raise our two minor sons together just as
12 we did when we were married. We continued to share our assets and had mutual access to them.

13 18. I have documentation of our continued, happy marriage with our children for
14 nearly a year after the legal separation was filed.

- 15 a. See attached hereto as Exhibit "B" an e-mail from Emily to me, dated March
16 29, 2011, 10 days prior to entering the fake legal separation with Emily;
- 17 b. See attached hereto as Exhibit "C" an e-mail from Emily to me, dated April
18 11, 2011, on the day of entering the fake legal separation with Emily;
- 19 c. See attached hereto as Exhibit "D" an e-mail from Emily to me, dated April
20 12, 2011, on the day after entering the fake legal separation with Emily;
- 21 d. See attached hereto as Exhibit "E" an e-mail from Emily to me, dated April 14,
22 2011, three days after entering the fake legal separation with Emily;
- 23 e. See attached hereto as Exhibit "F" an e-mail from Emily to me, dated April 18,
24 2011, seven days after entering the fake legal separation with Emily ("jidda"
25 is Farsi for "separation") wherein Emily is advising me that our separation date
26 was March 1, 2007 but legally confirmed on April 11, 2011;
- 27 f. See attached hereto as Exhibit "G" an e-mail from Emily to me, dated April
28 19, 2011, eight days after entering the fake legal separation with Emily;

- 1 g. See attached hereto as Exhibit "H" an e-mail from Emily to me, dated April
2 26, 2011, fifteen days after entering the fake legal separation with Emily;
- 3 h. See attached hereto as Exhibit "I" an e-mail from Emily to me, dated April 27,
4 2011, sixteen days after entering the fake legal separation with Emily;
- 5 i. See attached hereto as Exhibit "J" an e-mail from Emily to me, dated April 27,
6 2011, seventeen days after entering the fake legal separation with Emily;
- 7 j. See attached hereto as Exhibit "K" an e-mail from Emily to me, dated May 5,
8 2011, twenty-four days after entering the fake legal separation with Emily;
- 9 k. See attached hereto as Exhibit "L" an e-mail from Emily to me, dated May 24,
10 2011, forty-four days after entering the fake legal separation with Emily;
- 11 l. See attached hereto as Exhibit "M" an e-mail from Emily to me, dated June 8,
12 2011, fifty-eight days after entering the fake legal separation with Emily;
- 13 m. See attached hereto as Exhibit "N" an e-mail from Emily to me, dated June 15,
14 2011, sixty-five days after entering the fake legal separation with Emily;
- 15 n. See attached hereto as Exhibit "O" an e-mail from Emily to me, dated August
16 1, 2011, one hundred and twelve days after entering the fake legal separation
17 with Emily.

18 19. About 11 months after entering the legal separation, in July of 2011, Emily and I
19 began experiencing difference of opinion in our marriage, mainly regarding what our family
20 schedules and family plans should be. We then discussed the possibility of a real separation.

21 20. In September 2011, without my knowledge, Emily left the house our family lived
22 in, and took our two minor sons with her.

23 21. I contacted Ms. Moravec thereafter to understand what was happening, and was
24 told that she could not speak to me about my children because Emily was her client.

25 22. Ms. Moravec knew that I was self-represented but continued to refuse to speak
26 with me. She insisted on speaking with my lawyer, knowing I did not have one.

27 23. It became apparent to me that Emily strategically planned ahead of time, at the
28 time that Ms. Moravec presented the separation agreement, how to ban me from seeing my

1 children and visiting them at their daycare facility.

2 24. Ms. Moravec encouraged me to sign a modification of the original separation
3 agreement that would allow me to see my two minor sons right away. Ms. Moravec pushed this
4 by convincing me that Emily will see this as a sign of good faith, to work out a more fair and
5 balanced joint custody agreement.

6 25. In 2016, I presented a detailed account with evidence to the State Bar of California
7 of how Emily and I created the fake agreement with the assistance of Ms. Moravec.

8 26. Shortly thereafter, Ms. Moravec dropped Emily as a client, as well.

9 27. Emily's then-and-present counsel, Steven Simons, has contested every co-
10 parenting and modification effort I've made on the basis that our original separation agreement
11 was real.

12 28. As of the date of this declaration, my only contact with my two minor sons are by
13 letter. This has been the case for at least the last 3 years – Emily has completely alienated me from
14 my two minor sons.

15 29. I respectfully request that this Court recognize the fraudulent separation agreement
16 on my part, with the assistance of Ms. Moravec, and allow counsel for Judgment Creditor's to be
17 able to collect on the Judgment through the assets that Emily and I shared prior to our fake legal
18 separation.

19 30. Not only did Emily use the fake separation agreement to prevent me from
20 obtaining our money and assets to use for attorney's fees, Judgments, court and family expenses,
21 but she kept me from being able to fulfill a very fair settlement agreement with Plaintiff.

22 31. In addition to my legal obligation to be truthful about our fraudulent separation, I
23 am requesting that the Court set aside Emily and I's custody agreement so that a new and fair
24 custody case can be heard.

25 32. I am aware that Emily and I have committed fraud on the Court and do hereby
26 attest to that act, with knowledge that I may have previously perjured myself.

27 //

28 //

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on this 27th day of July 2018, in Los Angeles, California.

4 
5 _____
6 WALI RAZAQI

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Judgment entered on
April 11, 2011 from Case
No. LD05900

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Emily Card Razaqi 5001 Ambridge Drive Agoura Hills, CA 91301 TELEPHONE NO.: 818-451-5704 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Emily Card Razaqi - SELF		FOR COURT USE ONLY ORIGINAL FILED Los Angeles Superior Court APR 11 2011 Judge, Clerk By A. Anderson , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 6230 Sylmar Ave MAILING ADDRESS: 6230 Sylmar Ave CITY AND ZIP CODE: Van Nuys, 91401 BRANCH NAME: Northwest District		
MARRIAGE OF PETITIONER: Emily Card Razaqi RESPONDENT: Ahmad Wali Razaqi		
JUDGMENT <input type="checkbox"/> DISSOLUTION <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends:		CASE NUMBER: LD059050
<input checked="" type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY		

1. This judgment contains personal conduct restraining orders modifies existing restraining orders.
 The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
2. This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested
- a. Date: **APR 11 2011** Dept.: **NWC** Room: **71c**
- b. Judicial officer (name): **MICHAEL J. CONVEY** Temporary judge
- c. Petitioner present in court Attorney present in court (name):
- d. Respondent present in court Attorney present in court (name):
- e. Claimant present in court (name): Attorney present in court (name):
- f. Other (specify name):
3. The court acquired jurisdiction of the respondent on (date): **01/19/2011**
- a. The respondent was served with process.
- b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) on (specify date):
 (2) on a date to be determined on noticed motion of either party or on stipulation.
- b. Judgment of legal separation is entered.
- c. Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- d. This judgment will be entered nunc pro tunc as of (date):
- e. Judgment on reserved issues.
- f. The petitioner's respondent's former name is restored to (specify):
- g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- h. This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party): Emily Card Razaqi Ahmad Wali Razaqi	CASE NUMBER: LD059050
--	--------------------------

4. (Cont'd.)

- i. A settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. The children of this marriage or domestic partnership.
 - (1) The children of this marriage or domestic partnership are:

Name	Birthdate
------	-----------
 - (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- l. Child custody and visitation are ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Child Custody and Visitation Order Attachment (form FL-341).
 - (3) Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
 - (4) other (specify):
- m. Child support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Child Support Information and Order Attachment (form FL-342).
 - (3) Stipulation to Establish or Modify Child Support and Order (form FL-350).
 - (4) other (specify):
- n. Spousal or partner support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Spousal, Partner, or Family Support Order Attachment (form FL-343).
 - (3) other (specify):

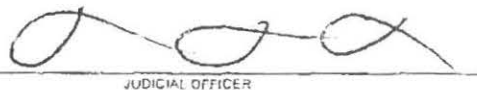
NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o. Property division is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Property Order Attachment to Judgment (form FL-345).
 - (3) other (specify):
- p. Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:



JUDICIAL OFFICER

5. Number of pages attached: _____

SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1 The purpose of this Judgment is to make a final and complete settlement of rights and
2 obligations arising out of the Parties' marriage, including their respective property rights and support
3 rights.

4 This proceeding for Legal Separation between the Parties was filed in the Superior Court of
5 the State of California, County of Los Angeles, Case Number LD059050. The Petition for Legal
6 Separation was filed on January 19, 2011. Respondent was personally served on January 19, 2011,
7 and filed his Response on January 24, 2011.

8 **RECITALS**

9 The following information has been set forth by the Parties:

10 1. The full legal name of the Petitioner is Emily Card Razaqi. Her mailing address is 5001
11 Ambridge Drive, Agoura Hills, CA 91301.

12 2. The full legal name of the Respondent is Ahmad Wali Razaqi. His mailing address is
13 1617 Cosmo Street, Suite 201, Los Angeles, CA 90028.

14 3. The Parties were married on July 2, 2000 and separated on March 1, 2007 ("Separation
15 Date"), a marriage of 6 years, 8 months. The Court finds that irreconcilable differences have arisen
16 between the parties and as a result they have decided to separate and permanently live apart.

17 4. There are two minor children from the marriage namely Ahmad Razaqi, born January 22,
18 2007, age 3 and Noah Razaqi, born August 24, 2009, age 16 months. Any reference to "children"
19 refers to Ahmad and Noah)

20 5. Pursuant to stipulation of the parties, the court finds that the parties have voluntarily
21 availed themselves of the jurisdiction of the Los Angeles Superior Court by filing a Petition for
22 Legal Separation and Response in said county.

23 6. The Court finds that each party have represented themselves in connection with the
24 Judgment for Legal Separation.

25 7. The Court further finds that Petitioner and Respondent had represented that each,
26 respectively

27 A) Is competent and of sound mind;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- B) Is fully and completely informed as to the facts relating to the subject matter of this Stipulated Judgment, and as to the rights and obligations of both parties;
- C) Has entered into this Stipulated Judgment freely and voluntarily, without any coercion, undue influence, duress, or threat from any person;
- D) Has carefully read each provision of this Stipulated Judgment; and
- E) Fully and completely understands each provision of the Stipulated Judgment.
- F) Each party acknowledges that this Stipulated Judgment is fair and equitable to both parties.

II. INCORPORATION OF RECITALS

The foregoing Recitals are incorporated as part of the stipulation of the parties, and based thereon, shall become the findings of the Court.

III. CHILDREN CUSTODY AND RELATED ORDERS

1. Unless otherwise provided herein, this Judgment shall be considered as a final determination of the children custody and visitation litigation.

2. Pursuant to Family Code §3048, the Court finds that the habitual County and State of residence of the minor children, Ahmad and Noah Razaqi, is Los Angeles County, State of California. The Court may exercise jurisdiction over the minor children on the basis that this is a proceeding under the California Family Code in which this Court is authorized to make child custody orders (Family Code §3021 (a)-(g) or Family Code§3104) and the country of habitual residence of the minor children is the United States and the home state for all purposes is the State of California. A violation of the custody orders described herein may subject the party in violation to civil criminal penalties.

3. The Court orders that the parties are awarded joint legal custody of the minor children, in accordance with the following terms. Both parties shall share the right and responsibility to make decisions relating to the health, education, and welfare of the minor children. As joint legal custodians, the consent of both the parties must be obtained in order to exercise legal control in the following circumstances (in all other circumstances either of the parties acting alone may exercise

1 legal control):

- 2 A) Enrollment or termination of attendance in any public or private school.
- 3 B) Participation in regularly occurring extra-curricular activities that would interfere
- 4 with the other party's time with the children.
- 5 C) Non-emergency medical, dental and orthodontic treatment other than routine
- 6 checkups.
- 7 D) Participation in psychiatric, psychological or such other mental health counseling or
- 8 therapy.
- 9 E) Authorizing a minor's driver's license.
- 10 F) Issuance of a passport.

11 4. The consequences for the failure to obtain mutual consent in the above circumstances are

12 as follows (Family Code §3083):

- 13 A) Willful disobedience of a lawful court order may be contempt of court and a
- 14 misdemeanor.
- 15 B) Such failure may be a reason for the Court to change the legal and physical custody of
- 16 the minor children.
- 17 5. Petitioner, Emily Card Razaqi, is awarded primary physical custody of the children.
- 18 A) Respondent, Ahmad Wali Razaqi, shall have and be responsible for the children on a
- 19 frequent basis, to be arranged by the parties in advance and in accordance with
- 20 Father's schedule. At a minimum, father shall see the children on an alternating
- 21 weekend basis, from 10 a.m. Saturday to 6 p.m. Sunday. Additional dates and times
- 22 may be arranged by agreement of the parties.
- 23 B) Holiday/Special Day Schedule: The parties shall share alternating holidays and
- 24 alternating years, in accordance with the attached holiday schedule.
- 25 C) Vacation Schedule: Each parent is awarded two consecutive or non-consecutive
- 26 weeks of vacation per year. Each parent shall provide their proposed vacation
- 27 schedule no later than June 1 of each year. In the event of a conflict in proposed
- 28

1 vacation schedules, Mother shall have her first choice of vacation periods in even
2 years and Father shall have his first choice of vacation periods in odd years.

3 **IV. CHILD SUPPORT:**

4 1. The Parties agree that Respondent's custodial time with the children shall be calculated at
5 thirty percent (30%), filing single with one exemption (self). Respondent's monthly income is
6 \$5,000.00. Petitioner's filing status is head of household with three exemptions (herself and the
7 minor children) and income of \$13,000 per month.

8 2. Petitioner and Respondent agree that neither party shall pay a monthly child support
9 payment to the other at this time. Pursuant to stipulation of both parties, the Court finds this
10 agreement is in the best interest of the minor child, in that the child's basic needs will be adequately
11 met and that the strict application of the monthly guideline installment payment concept of child
12 support would be inappropriate in this case at this time as the needs of the children are being met by
13 both parents.

14 3. The child support agreed to by the parties is below the statewide child support guidelines.
15 The amount of support that would have been ordered under guideline formula is \$39.00 per month
16 payable by Petitioner to Respondent. The parties have been fully informed of their rights concerning
17 child support. Neither party is acting out of duress or coercion. Neither party is receiving public
18 assistance and no application for public assistance is pending. The parties further declare the right to
19 support has not been assigned to the county pursuant to Section 11477 of the California Welfare and
20 Institution Code and public assistance application is presently pending. Both parties understand that
21 this order is below the California guideline for support, and that no change of circumstances will be
22 required to modify this order.

23 4. Pursuant to Family Code Section 3901, the parties also acknowledge that the court also
24 reserves jurisdiction over the issue of child support for any minor child, until such time as he
25 completes the 12th grade or attains the age of 19, whichever first occurs.

26 5. Petitioner and Respondent shall each be responsible for one-half of any and all agreed
27 upon curricular and/or extra-curricular expenses incurred on behalf of the minor children necessary
28

1 or convenient to allow them to participate in activities such as sports and camp, including the cost of
2 accessories related to sports or activities, such as, but not limited to uniforms, shoes, miscellaneous
3 fees, coaches fees, fees for the cost of sports travel (if any) and any other expenses incurred on
4 behalf of the minor children other than for housing, clothing and basic school supplies. In the event
5 one parent advances the costs for any extra-curricular activities, the other parent shall reimburse
6 them for one-half the cost within ten (10) days of receipt of proof of payment of said costs.

7 6. Petitioner is ordered to maintain for the benefit of the minor children all medical, dental
8 and hospital insurance, to pay the entire cost of those premiums, to maintain the minor children as an
9 insured and to cooperate in the presentation, collection and reimbursement of any claims under any
10 such policy or policies, commencing forthwith and continuing for so long as said children is eligible
11 as a dependent under the auspice of any such plans available through Petitioner's employer or
12 business.

13 7. Reasonable and necessary health care costs of the minor children not covered by
14 insurance, including medical, pharmaceutical, vision, dental, orthodontic and mental health costs,
15 shall be shared equally by the parties and each party shall reimburse the other for his or her share of
16 such expenses paid in the manner specified in Family Code Section 4063 and contained in the
17 attached Notice of Right and Responsibilities for Health Care costs and Reimbursement Procedure.

18 8. The parties also acknowledge that support of the minor children is subject of this Court's
19 jurisdiction and the children's country of habitual residence is the United States of America.

20 **V. SPOUSAL SUPPORT:**

21 1. Petitioner and Respondent both specifically, forthwith waive the right to and release the
22 other party from any and all claims for spousal support or maintenance, whether temporary or
23 permanent, either now or in the future. Effective upon the execution of this Judgment, the Court
24 shall have absolutely no power or jurisdiction to make any order for spousal support, alimony, or
25 maintenance for either Petitioner or Respondent, whether as to amount or duration. Notwithstanding
26 any other section or provision in this Judgment, no Court shall have the ability to extend it's
27 jurisdiction over spousal support for either Petitioner or Respondent, regardless of when either party

28

1 may bring a motion to do so and irrespective of any change in economic or other circumstances of
2 the parties. Pursuant to stipulation, the Court finds that the parties understand that when a Court has
3 no jurisdiction over spousal support, no spousal support can be ordered regardless of the hardship
4 this may cause. Pursuant to further stipulation, the Court further finds that the parties have carefully
5 bargained for the termination of spousal support as provided in this Judgment, and the provisions of
6 the paragraphs in this section of the Judgment are intended to comply with the requirements of *In re*
7 *the Marriage of Vomacka* (1984) 36 CA3 459, and *In re the Marriage of Brown* (1995) 35CA App
8 4th 785, to make clear that no Court shall have the authority to modify either the amount or the
9 duration of spousal support in connection with this matter. Pursuant to stipulation, the Court finds
10 that both parties have had the opportunity to consult with legal counsel concerning the meaning and
11 importance of this spousal support waiver and the irrevocable and non-modifiable nature of the
12 support termination provided herein. Pursuant to stipulation, the Court Finds that both parties fully
13 understand that no change of circumstances or other event will permit or allow him or her to seek an
14 award of spousal support from the other party pursuant to the terms contained in these paragraphs
15 related to spousal support.

16 The parties should initial here if they agree with, have read and understand this WAIVER:

17 Petitioner: ECR Respondent: NR
18

19 **VI. DIVISION OF ASSETS/DEBTS:**

20 1. The following property of the parties is awarded to Petitioner, Emily Card Razaqi, as her
21 sole and separate property, subject to any and all encumbrances against the same:

22 A. All personal property currently in her possession.

23 B. Any and all household furnishings located at 5001 Ambridge Drive, Calabasas,
24 CA, as divided by agreement.

25 C. All right, title and interest in and to the 2000 Jaguar, VIN
26 SAJDA01D3YGL12558, subject to any encumbrances thereon.
27

1 D. All right, title and interest in and to the Bank of America accounts held in her

2 name;

3 E. All right, title and interest in and to the Amgen retirement account held in her

4 name;

5 F. All right, title and interest in and to the Vanguard retirement account held in her

6 name.

7 G. All right, title and interest in and to the Amgen stock options through Merrill

8 Lynch;

9 2. The following property of the parties is awarded to the Respondent, Ahmad Wali Razaqi,
10 as his sole and separate property, subject to any and all encumbrances against the same:

11 A. All personal property currently in his possession

12 B. Any and all household furnishings of the family residence as divided by
13 agreement of the parties.

14 C. Any and all household furnishings located at 1617 Cosmo Street #201, Los
15 Angeles, CA, as divided by agreement.

16 D. 1973 Cadillac El Dorado VIN 6L67S3Q424785, subject to any encumbrances
17 thereon.

18 E. 2005 Hummer H2 VTN 5GRGN23U34H109844, subject to any encumbrances
19 thereon.

20 F. All right, title and interest in and to the Bank of America accounts held in his
21 name.

22 G. All right, title and interest in and to the Fidelity IRA account held in his name.

23 H. All right, title and interest in and to the ING account held in his name

24 3. Petitioner shall be responsible and obligated to pay on the following items and forever
25 releases Respondent of any further obligation thereto:

26 A. ACS/Bank of America Education loan held in her name;

27 B. AFSA Education loan held in her name;

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- C. Chase/Bank One personal line of credit held in her name;
- D. Citi Cards CBSDNA Master Card held in her name;
- E. 2009 State and Federal Tax Liability (United States)
- F. 2009 Dutch Tax Liability
- G. Mortgage debt to Ocwen for Maple Street Property;
- H. All debt and liability arising from the First Horizon home loan associated with the foreclosed property located at 325 North Keystone Street, Burbank, CA 91502;

- I. All debt and liability arising from the First Horizon home loan associated with the foreclosed property located at 1303 Mona Avenue, Redlands, CA.

4. Respondent shall be responsible and obligated to pay on the following items and forever release Petitioner of any further obligation thereto:

- A. All liability for the default judgment taken against him in connection with the suit by Nake Kamrany, Mendlin & Rosen LLP;

- B. All debt and liability owing to BMW Financial

- C. All debt and liability arising from the Chase home equity loan associated with the foreclosed property located at 325 North Keystone Street, Burbank, CA 91502;

- D. All debt and liability arising from the Chase home equity loan associated with the foreclosed property located at 1303 Mona Avenue, Redlands, CA;

- E. All debt and liability owing to The Home Depot for credit card charges

- F. All debt and liability owing on the following credit card accounts, all of which have been closed:

- i. Citibank/DFS/Webbank/DFS
- ii. Citibank SD, NA
- iii. The Home Depot / NCO Financial Systems Inc.
- iv. Sears/Citibank SD, NA

1 5. Each party shall be responsible for any credit card debt in their name whenever acquired.
 2 Those debts, obligations and liabilities known to both parties and incurred prior to the Separation
 3 Date (and not otherwise specifically assigned to a Party under this Judgment), shall be paid by the
 4 party or parties responsible for incurring the debt. Except as otherwise provided in this Judgment,
 5 any debt or claim against the Parties, unknown to one or both parties and incurred after the
 6 Separation Date, shall be the responsibility of the party or parties incurring the debt. Unless
 7 specifically provided otherwise in this Judgment, debts, known or unknown, incurred after the
 8 Separation Date are ordered to be paid by the party incurring the debt.

9 Separate Property Confirmation:

10 6. The real property located at 151 North Maple Street, Unit 103, Burbank, CA 91505,
 11 which is legally described as Lot 1 of Tract Number 50026, in the City of Los Angeles, County of
 12 Los Angeles, State of California, as per map recorded in Book 1190, Pages 52 to 53 of maps in the
 13 Office of the County Recorder of said County, Assessor's Parcel No. 2485-007-045, is confirmed to
 14 Petitioner, Emily Card Razaqi as her sole and separate property subject to any and all encumbrances
 15 thereon.

16 7. Any and all property either acquired prior to the date of the marriage, during marriage
 17 by gift, inheritance, devise or descent or any property acquired after the date of separation with post-
 18 separation earnings or acquisitions is awarded to the party acquiring such property as their sole and
 19 separate property.

20 **VII. WAIVER OF RIGHT TO REIMBURSEMENT:**

21 1. Except as otherwise set forth in this Judgment for Legal Separation, pursuant to
 22 Stipulation the Court finds that all claims the parties may have against each other, if any, and when
 23 so ever created or for whatever purpose incurred, are waived by the parties, and the parties waive,
 24 release, relinquish, and forebear from pursuing any and all claims for reimbursement and credits,
 25 regardless of the nature or kind, including, but not limited to the following:

26 2. Except as specifically set forth herein, any and all claims for any other settlement or
 27 equalizing payment from one party to the other for division of community property and debts;

28

1 3. Any and all claims for reimbursement pursuant to California Family Code Section 2640;

2 4. Pursuant to In re the Marriage of EPSTEIN (1979) 24 CA3d 76, all rights to
3 reimbursement for which a party or the community may be entitled to as a result of the payment of
4 community obligations since the date of separation;

5 5. Pursuant to In re the Marriage of WATTS (1985) CA3d 366, all rights to reimbursement
6 for which a party or the community may be entitled to as a result of one party's use of community or
7 co-owned assets since separation;

8 6. Any and all other reimbursement rights, advancements, or claims that Petitioner or
9 Respondent may have although not specifically set forth herein, including but not limited to requests
10 either party may have for retroactive support.

11 **VIII. ATTORNEY'S FEES AND COSTS:**

12 Each party is ordered to pay their own attorney's fees and costs incurred in connection with
13 this matter, if any.

14 **IX. RESERVATION OF JURISDICTION:**

15 The Court retains jurisdiction over Petitioner and Respondent as well as all aspects of the
16 executory provisions of this Judgment for Legal Separation to make any other orders necessary or
17 convenient to enforce the terms thereof.

18 **X. WAIVER OF RIGHTS IN THE OTHER'S ESTATE:**

19 1. The Court finds that each of the parties shall have an immediate right to dispose of or
20 bequeath by Will, such party's respective interest in and to any and all property belonging to such
21 party from and after the date hereof, and said rights shall extend to all of the aforesaid future
22 acquisitions of property, as well as to all property set over to either of the parties under this
23 Judgment.

24 2. The Court finds that except as herein specified or as may be provided by Will or Codicil
25 executed after this date, each of the parties hereby waives any and all rights to the estate of the other
26 left at his or her death, and forever quitclaims any and all rights to share in the estate of the other, by
27 the laws of succession or community, and said parties hereby release one to the other, all right to be
28

1 administrator or administratrix, executor or executrix of the estate of the other, and each of the said
2 parties hereby waives any and all homestead rights in the property of the other, or interest in the
3 estate of the other for family allowance, or by way of inheritance, and said waiver shall be effective
4 from the effective date of this Judgment, and each of the parties shall have the rights of single
5 persons and maintain the same relation of such toward the other.

6 3. The Court finds that Petitioner and Respondent have been advised that this previous
7 paragraph above is merely an expression of the intention of the parties and that each of the parties
8 agrees and understands that they may be required by law to execute a new Will or Codicil pursuant
9 to the laws of the State of California in order to effectuate the above paragraph and in order to
10 modify any existing Wills pursuant to the terms stated herein. The Court further finds that each of
11 the parties understands that in the event that they do not execute a new Will or Codicil, then pursuant
12 to the California law, the party named in the already existing Will may receive the assets regardless
13 of the intentions stated in the above paragraph and regardless of the desires of the parties as
14 expressed herein.

15 **XI. HOLDING OTHER PARTY FREE AND HARMLESS:**

16 1. The Court finds that Petitioner hereby warrants to the Respondent that Petitioner has not
17 incurred, (except as otherwise specified in this Judgment), and Petitioner hereby agrees that
18 Petitioner will not hereafter incur, any liability or obligation on which Respondent is, or may be,
19 liable. The Court further orders that if any claim or action is brought attempting to hold the
20 Respondent liable for any liability or obligation, the Petitioner shall, at Petitioner's sole expense,
21 defend the Respondent against any such claim or action, whether or not well founded, and Petitioner
22 shall hold Respondent free and harmless therefrom.

23 2. The Court finds that Respondent hereby warrants to Petitioner that Respondent has not
24 incurred (except as otherwise specified in this Judgment), and Respondent hereby agrees that
25 Respondent will not hereafter incur, any liability or obligation on which Petitioner is, or may be,
26 liable. The Court further orders that if any claim or action is brought attempting to hold the
27 Petitioner liable for any liability or obligation, the Respondent shall, at Respondent's sole expense,
28

1 defend the Petitioner against any such claim or action, whether or not well founded, and Respondent
2 shall hold Petitioner free and harmless therefrom.

3 3. The Court orders that all existing charge accounts and credit cards in the names of the
4 Petitioner or the Respondent, or in the name of either of them under which the other can make
5 purchases, shall be terminated as of the date of the execution of this Judgment.

6 **XII. WARRANTIES:**

7 1. The Court finds that each party hereto warrants to the other party that neither was
8 possessed prior to the effective date of this Judgment of any property of any kind or description
9 whatsoever, other than the property specifically mentioned in this Judgment and that such party has
10 not made, without the knowledge and consent of the other, any gift or transfer of any property within
11 the past three years. The Court orders that if it shall hereafter be determined by a Court of
12 competent jurisdiction that one party is now possessed of any property not set forth herein, or has
13 made any gift or transfer without the knowledge and consent of the other party within the past three
14 years, such party hereby covenants and agrees to pay to the other on demand an amount equal to full
15 market value of such property on the date hereof or on the date of judgment in any action to enforce
16 the provisions of this paragraph.

17 2. The Court in the pending action has continuing jurisdiction to resolve any claims to joint
18 property, which is undisclosed, concealed, or unknown (whether unknown as to existence, value, or
19 legal entitlement), if the claims arise out of this marriage. No separate proceeding, partition, or
20 otherwise, shall be required.

21 3. The Court finds that each party has fairly and with candor represented all of the property
22 in which each party has a claim or interest, whether or not the claim or interest is separate or joint
23 property. Each party has fully disclosed to the other the nature and extent of all property and its
24 valuation is to the best knowledge of each party a fair and candid valuation. There have been no
25 events that would materially affect the value of any property or the extent of any interest which each
26 party has disclosed to the other prior to the execution of this Judgment.

27 4. The Court finds that each party has negotiated this Judgment based upon what the other
28

1 party has said concerning the nature, extent and value of all property interests, separate or joint
2 community property; those representations and warranties are material and each party has relied on
3 them in negotiating this Judgment. But for their truth, neither party would have agreed to it.

4 5. Except as otherwise set forth herein, the Court finds that the parties have no separate
5 property other than what he or she has earned or accumulated after separation.

6 6. The Court finds that each party has told the other about all separate property owned by
7 such party prior to the date of separation. If either party has concealed any material amount of such
8 separate property acquired prior to the date of separation, the other may, at any time within the time
9 allowed by law, seek to set aside this Judgment based upon such concealment. In such an event, the
10 Court in the pending action has jurisdiction to modify such Judgment to the extent, and only to the
11 extent that such concealed separate property would have affected the Judgment had such concealed
12 separate property not been concealed at the time of said Judgment in this matter.

13 XIII. MISCELLANEOUS PROVISIONS:

14 1. Binding on Heirs: This Judgment shall be binding upon and inure to the benefit of the
15 parties, their heirs, personal representatives, executors, administrators, successors and assigns, and
16 other successors in interest.

17 2. Independent Advice: The Court finds that each party has had the opportunity of
18 procuring advice of independent counsel of his or her own choosing; each has given full and mature
19 thought to the making of this Judgment and of the obligations contained herein and each of the said
20 parties has read this Judgment and is fully aware of the contents thereof and understands that the
21 provisions and obligations assumed by the other are assumed with the express understanding and
22 agreement that they are in full satisfaction of all obligations which each of said parties now has or
23 might hereafter otherwise have toward the other.

24 3. Further Acts: The parties are ordered, at any time or times hereafter, to do any and all
25 acts and make, execute, assign and deliver any and all further instruments, documents, assignments,
26 papers, deeds, notices, escrow instructions, or things which may be necessary or convenient or which
27 the other shall reasonably require for the purpose of giving full force and effect to the provisions of

1 this Judgment and shall omit and refrain from doing any acts or executing any documents contrary to
2 the terms of this Judgment or which would hinder this Judgment from being given full force and
3 effect. Notwithstanding the failure or refusal of either party to do any act or execute any such
4 instrument, this Judgment shall constitute a full and complete transfer and conveyance of the
5 properties herein designated as being transferred, conveyed or assigned by each party.

6 4. Reconciliation: Any reconciliation between the Parties shall not cancel, terminate,
7 modify, or waive any provisions of this Judgment, unless the Parties so agree in writing. However,
8 nothing in this subsection shall be construed to waive either Party's rights in community property
9 accrued after reconciliation.

10 XIV. REPRESENTATION OF PARTIES:

11 1. The Court finds that each party acknowledges that this Judgment has been read by each,
12 has been explained to each party and that each party understands the contents and legal effect of this
13 Judgment. This Judgment shall not be construed for or against either party because that party or that
14 party's attorney drafted any provision of this Judgment.

15 2. The Court orders that if either party shall hereafter employ legal counsel to prosecute,
16 defend, enforce or otherwise seek any relief relating to this Judgment and/or if either party initiates
17 any action or proceeding to modify any provision contained within this Judgment for Legal
18 Separation, the Court in such action and/or proceeding retains jurisdiction to award attorney's fees
19 and costs to the prevailing party.

20 3. The Court finds that each of the parties herein have been advised to seek tax counsel from
21 a certified tax attorney or certified public accountant before signing this stipulated Judgment.

22 4. The Court further finds that each party is advised of his/her right to an audit of all marital
23 properties, including, but not limited to, real property, automobiles, the value of financial accounts,
24 pension benefits, both vested and unvested and community property interest in any business
25 enterprise of either party hereto.

26 5. The Court further finds that each party is advised of his/her duty of full disclosure under
27 Family Code Section 2100 - 2113, and that each party is further advised of his or her right to seek an
28

1 Order under Family Code Section 2120 - 2129 setting aside a Judgment or any part or parts thereof
2 for cause, including, but not limited to, mutual or unilateral mistake of law or fact.

3 **XV. NOTICES**

4 Any notice under this Judgment must be in writing and shall be effective upon delivery by
5 hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or
6 registered, and addressed to Respondent or to Petitioner at the address appearing with his or her
7 name at the top of this Judgment. Either party shall be obligated to notify the other in writing of any
8 change in his or her address. Notice of change of address shall be effective only when done in
9 accordance with this Section.

10 **XVI. ENTIRE AGREEMENT**

11 This Judgment is intended to be the final, complete, and exclusive agreement of the Parties
12 on the matters it covers. It supersedes any previous or contemporaneous oral or written agreements
13 between the Parties with respect to these matters. There are no representations, warranties,
14 promises, or agreements with respect to these matters, except as set forth in this Judgment.

15 **XVII. SEVERABILITY**

16 If a court holds any provision of this Judgment to be invalid, unenforceable, or void, the
17 remainder of this Judgment shall remain in full force and effect.

18

19

20

21

22

THIS SECTION INTENTIONALLY LEFT BLANK

23

24

25

26

27

28

1 XVIII. ACKNOWLEDGMENTS

2 Each Party acknowledges that he or she respectively;

3 1. is fully informed as to the facts relating to the subject matter of this Judgment, and as to
4 the rights and liabilities of both Parties;

5 2. enters into this Judgment voluntarily, free from fraud, undue influence, coercion, or
6 duress of any kind; and,

7 3. has read, considered, and understands each provision of this Judgment.

8
9 APPROVED AS TO FORM AND CONTENT:

10 Dated: 2/22/11

Dated: Feb 22 2011

11
12
13 
14 EMILY KARD RAZAQI, Petitioner


AHMAD WALI RAZAQI, Respondent

15
16
17
18 IT IS SO ORDERED.

MICHAEL J. CONVEY

19
20 APR 11 2011

21 Dated: _____

JUDGE OF THE SUPERIOR COURT

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Steven B. Simon, Esq., SBN: 82852 Law Offices of Steven B. Simon 5550 Topanga Canyon Blvd. Suite 200 Woodland Hills, CA 91367 TELEPHONE NO: (818) 592-03 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Petitioner, Emily Razaqi</p>	<p>FOR COURT USE ONLY</p> <p>FILED Superior Court of California County of Los Angeles</p> <p>APR 06 2015</p> <p>Sherri R. Carter, Executive Officer/Clerk By <i>[Signature]</i> Deputy John P. Inbes</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 6230 Sylmar Avenue MAILING ADDRESS: 6230 Sylmar Avenue CITY AND ZIP CODE: Van Nuys, California 91401 BRANCH NAME: Northwest District</p>	<p>CASE NUMBER LD068863</p>
<p>MARRIAGE OR PARTNERSHIP OF PETITIONER: Emily Razaqi RESPONDENT: Wali Razaqi</p>	
<p>JUDGMENT</p> <p><input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY</p> <p><input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues</p> <p>Date marital or domestic partnership status ends: APR 09 2015</p>	

- This judgment contains personal conduct restraining orders modifies existing restraining orders. The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested Agreement in court
 - Date: APR 06 2015 Dept: *NWL* Room: *730*
 - Judicial officer (name): **ANDREA C. THOMPSON** Temporary judge
 - Petitioner present in court Attorney present in court (name): _____
 - Respondent present in court Attorney present in court (name): _____
 - Claimant present in court (name): _____ Attorney present in court (name): _____
 - Other (specify name): _____
- The court acquired jurisdiction of the respondent on (date): 08 / ⁰⁹ / 2014
 - The respondent was served with process.
 - The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 - on (specify date): APR 06 2015
 - on a date to be determined on noticed motion of either party or on stipulation.
- Judgment of legal separation is entered.
- Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
- This judgment will be entered nunc pro tunc as of (date): _____
- Judgment on reserved issues.
- The petitioner's respondent's former name is restored to (specify): _____
- Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party): Dissolution of Razaqi	CASE NUMBER LD068863
---	--------------------------------

4. i. The children of this marriage or domestic partnership are:
- (1) Name Birthdate
 Ahmad Razaqi 01/22/07
 Noah Razaqi 08/24/09
- (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership
- j. Child custody and visitation (parenting time) are ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).
- (2) Child Custody and Visitation Order Attachment (form FL-341).
- (3) Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
- (4) Previously established in another case. Case number: LD059050 Court: Los Angeles
- k. Child support is ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4055(a).
- (2) Child Support Information and Order Attachment (form FL-342).
- (3) Stipulation to Establish or Modify Child Support and Order (form FL-350).
- (4) Previously established in another case. Case number: LD059050 Court: Los Angeles
- l. Spousal, domestic partner, or family support is ordered:
- (1) Reserved for future determination as relates to petitioner respondent
- (2) Jurisdiction terminated to order spousal or partner support to petitioner respondent
- (3) As set forth in the attached Spousal, Partner, or Family Support Order Attachment (form FL-343)
- (4) As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.
- (5) Other (specify):
- m. Property division is ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement.
- (2) Property Order Attachment to Judgment (form FL-345).
- (3) Other (specify):
- n. Attorney fees and costs are ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement.
- (2) Attorney Fees and Costs Order (form FL-346).
- (3) Other (specify):
- o. Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: APR 08 2015

Andrea C. Thompson
 JUDICIAL OFFICER

5. Number of pages attached: 19

ANDREA C. THOMPSON
 SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

EXHIBIT B



Wali Razaqi < wali@tapout-films.com >

Bienvenue!

2 messages

Emily Razaqi < erazaqi@gmail.com >
To: "Razaqi, Wali" < wali@tapout-films.com >

Tue, Mar 29, 2011 at 10:22 PM

Hi Bug,

Welcome to Paris! We can't wait to see you!

Ahmad says: "come to my hotel! In the hotel, we talk in English but in Paris, in Faransawee".

Noah is sleeping so I have phone on vibrate.

Hotel is on little small street so prob need GPS to find. Could do Roissy to opera then taxi for about 12 euros.

Can't wait to see you, bakhair. Antonio wants to take us on bus ride. Today is their last day here but Mom and Ron longer. I want to go to Lisa stairs w you. Mom knows where it is.

Can't wait for French kiss..

Wali Razaqi < wali@tapout-films.com >
Reply-To: wali@tapout-films.com
To: Emily Razaqi < erazaqi@gmail.com >

Tue, Mar 29, 2011 at 10:27 PM

Hiiiiii Paris bugs! I can't wait to see my frenchies :)

Just got off the plane. Gonna wash up, grab mu luggage, then head to ROISSY!!!!

Wali Razaqi
TapouT Films, President
1617 Cosmo St. Suite 201
Hollywood, CA 90028
213.949.2901 mobile
323.465.3494 office
323.389.2345 fax
<http://www.tapout-films.com>

From: Emily Razaqi < erazaqi@gmail.com >
Date: Wed, 30 Mar 2011 07:22:50 +0200
To: Razaqi, Wali < wali@tapout-films.com >
Subject: Bienvenue!

[Quoted text hidden]

EXHIBIT C



Wali Razaqi <wali@tapout-films.com>

Update

1 message

Emily Razaqi <erazaqi@gmail.com>
To: Wali Razaqi <wali@tapout-films.com>

Mon, Apr 11, 2011 at 1:45 PM

Hi Bug,

So how was the workout? How are things with Jake? Hope it was good. I really like this schedule for our family.

Tomorrow I have to be at work at 8am so do you want to go earlier together and just do your cardio there? It is nice to drive together.

How is the day? Mine is good. I'm leaving at 4pm to head to practice.

Hope your day is going well
E

EXHIBIT D



Wali Razaqi <wali@tapout-films.com>

Headed for sport

1 message

Emily Razaqi <erazaqi@gmail.com>
To: Wali Razaqi <wali@tapout-films.com>

Tue, Apr 12, 2011 at 10:55 AM

Love you

EXHIBIT E



Wali Razaqi <wali@tapout-films.com>

Good luck tonight

1 message

Emily Razaqi <erazaqi@gmail.com>
To: "Razaqi, Wali" <wali@tapout-films.com>

Thu, Apr 14, 2011 at 5:57 PM

Going to get boys. Did 30 min elliptical.

We love you!

EXHIBIT F



Wali Razaqi <wali@tapout-films.com>

Update for you

1 message

Emily Razaqi <erazaqi@gmail.com>
To: "Razaqi, Wali" <wali@tapout-films.com>

Mon, Apr 18, 2011 at 1:31 PM

Forgot to tell you jidda effective April 11 you may want to let Richard know. Sep date March 1 2007 but legally confirmed April 11.

Are you quaking in your boots?



EXHIBIT G



Wali Razaqi <wali@tapout-films.com>

Meeting 10-10:30 VP

2 messages

Emily Razaqi <erazaqi@gmail.com>
 To: Wali Razaqi <wali@tapout-films.com>

Tue, Apr 19, 2011 at 10:00 AM

Call if urgent.

Good morning.

Love you

Wali Razaqi <wali@tapout-films.com>
 Reply-To: wali@tapout-films.com
 To: Emily Razaqi <erazaqi@gmail.com>

Tue, Apr 19, 2011 at 10:35 AM

Hiiiiiii.

Wali Razaqi
 TapouT Films, President
 1617 Cosmo St. Suite 201
 Hollywood, CA 90028
 213.949.2901 mobile
 323.465.3494 office
 323.389.2345 fax
<http://www.tapout-films.com>

From: Emily Razaqi <erazaqi@gmail.com>
Date: Tue, 19 Apr 2011 10:00:14 -0700
To: Wali Razaqi <wali@tapout-films.com>
Subject: Meeting 10-10:30 VP
 [Quoted text hidden]

EXHIBIT I



Wali Razaqi <wali@tapout-films.com>

Ready for school

2 messages

Wali Razaqi <wali@tapout-films.com>
 Reply-To: wali@tapout-films.com
 To: Emily Razaqi <erazaqi@gmail.com>

Wed, Apr 27, 2011 at 7:45 AM

Jano is still asleep. Noah woke up at 7. He had bowl of cheerios, half a banana pancake, and then went to go pick out his outfit! He started with his new shoes and worked from there. Hiiiiii.

Now we're just hangin' til Ahmad wakes up. Love u.

P.s. Also changed his diaper.

Wali Razaqi
 TapouT Films, President
 1617 Cosmo St. Suite 201
 Hollywood, CA 90028
 213.949.2901 mobile
 323.465.3494 office
 323.389.2345 fax
<http://www.tapout-films.com>



IMG-20110427-00142.jpg
 106K

Emily Razaqi <erazaqi@gmail.com>
 To: "Razaqi, Wali" <wali@tapout-films.com>

Wed, Apr 27, 2011 at 7:55 AM

You guys are so cute! Love you. Trying to open pics now (tight phone!).

[Quoted text hidden]

EXHIBIT J



Wali Razaqi <wali@tapout-films.com>

At the airport

1 message

Emily Razaqi <erazaqi@gmail.com>
To: "Razaqi, Wali" <wali@tapout-films.com>

Wed, Apr 27, 2011 at 3:17 PM

Hey Bug,

Sounds like you must be busy. I am getting ready to board.

How is the day? I have a car service so I'll meet you at home bakhair.

Let's plan to go to the gym together tomorrow morning bakhair.

How is Jano?

Love you!

EXHIBIT K



Wali Razaqi <wali@tapout-films.com>

Plan for Monday pls

1 message

Emily Razaqi <erazaqi@gmail.com>
To: "Razaqi, Wali" <wali@tapout-films.com>

Thu, May 5, 2011 at 9:10 A

Walo,

I have major deliverable end of day Mon. Pls plan your day so that you can pick up Ahmado for soccer.

Excited for screening tonight.

Thanks for the cuddles last night. I love you!

E

EXHIBIT ~~II~~ L



Wali Razaqi <wali@tapout-films.com>

Good morning - why no bear cave?

1 message

Emily Razaqi <erazaqi@gmail.com>
To: Wali Razaqi <wali@tapout-films.com>

Tue, May 24, 2011 at 9:58 AM

Hi Bug,

How are you? I love you. Boys were great. Jano said he wanted to eat bfast at home so he woke up a little earlier. Noah gak was mozing out with his blankies ("1, 2, 5!") all around the house. Their new thing is they each like to have a little bag of apples in the car on the way to school. Hii cuties!

What does your day look like? Sure you're not modeling yourself after the apprentice. You're team's not shaking in their boots wondering who will get FIRED!

EXHIBIT M



Wali Razaqi <wali@tapout-films.com>

Your input please: Hawaii

1 message

Emily Razaqi <erazaqi@gmail.com>
To: Wali Razaqi <wali@tapout-films.com>

Wed, Jun 8, 2011 at 3:44 PM

Bug,

I found a 2 bdroom condo for \$145/night that has availability Wed, Thurs, Fri nights. It is 30 min from the screening (and about 10 min from the main festival events). We could then do the TMTP for Sat night because flights back Sun looked better. We have flexibility there but this condo is sold out Sat night. Seems a good deal. Let me know.

<http://www.jasmine217.com>

As for buddies, can you please enable those now? Book us on Wed evening LAX to OGG and return Sun. I need to confirm we have those all set to avoid a big juggle at work.

Love you! Will be fun bakhair.

Boys miss you. Jano was a little sad last night but I told him we are going to Hawaii bakhair and he cheered up.

Love you

EXHIBIT N



Wali Razaqi <wali@tapout-films.com>

Call me when you have a chance

3 messages

Emily Razaqi <erazaqi@gmail.com>
To: Wali Razaqi <wali@tapout-films.com>

Wed, Jun 15, 2011 at 12:17 PM

Wali Razaqi <wali@tapout-films.com>
Reply-To: wali@tapout-films.com
To: Emily Razaqi <erazaqi@gmail.com>

Wed, Jun 15, 2011 at 12:18 PM

Just finishing cardio. Then quick conf call. Then will call u.

Is that ok?

-----Original Message-----

From: Emily Razaqi
To: Wali TAPOUT
Subject: Call me when you have a chance
Sent: Jun 15, 2011 12:17

Wali Razaqi
TapouT Films, President
1617 Cosmo St. Suite 201
Hollywood, CA 90028
213.949.2901 mobile
323.465.3494 office
323.389.2345 fax
<http://www.tapout-films.com>

Emily Razaqi <erazaqi@gmail.com>
To: wali@tapout-films.com

Wed, Jun 15, 2011 at 12:27 PM

Sure Bug. I love you. I am excited about this new way of planning Bug vacations together. I think you and Noah will have a great little Hawaii adventure bakhair.

Are you still up for BH night Sat night? Can you email Koogle about Sunday brunch at Four Seasons? We went with Bibi one time and it was bomb (and also like \$65/person!)

Here is what I have on my list for bug trips that I want to plan in advance for this year:

Portugal: maybe in Sept after you go to Venice Film Festival? Delta doesn't fly to Portugal so let's talk about the best way to do this one. Vaggio is still an option too but I am also excited about Portugal and that would be something new.

- What do you have in mind to do there?

Hawaii (Maui or Hawaii Kai): probably after summer when flight \$s go down and are more open. We can book Delta

NYC: let the boys meet NY family and take Jano to the Spiderman show. I know that would make him so happy

Let me know what you are thinking about these. I can keep eye out for cheap prices on Delta.

Love you Bug. Hope you had good workout.

E

[Quoted text hidden]

EXHIBIT O



Wali Razaqi <wali@tapout-films.com>

Ramadan Kareem

1 message

Emily Razaqi <erazaqi@gmail.com>

Mon, Aug 1, 2011 at 7:43 AM

To: Wali Razaqi <wali@tapout-films.com>

Salaam Walo,

Woke up at 5 and ate some eggs and oatmeal w a lot of water. Hope it goes well today bakhair.

Are you going to keep roZa while you are there?

Wishing you and our little family a blessed month in which I hope we are able to feel the goodness of Ramadan and enjoy happy times together.

Love,
E

Sent from my iPhone

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Boris Treyzon (SBN 188893) Abir Cohen Treyzon Salo, LLP 16001 Ventura Blvd. Suite 200 Encino, CA 91436 TELEPHONE NO.: 424-288-4367 FAX NO.: 424-288-4368 ATTORNEY FOR (Name): Plaintiffs, Dennis Kamrany and Nake Kamrany		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: Santa Monica Courthouse 1725 Main Street MAILING ADDRESS: Same CITY AND ZIP CODE: Santa Monica, CA 90401 WEST DISTRICT BRANCH NAME: Superior Court of California - County of Los Angeles		
CASE NAME: Kamrany v. Razaqi		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 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) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) 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): 2- 1. Fraud/Intentional Misrepresentation and 2. Voidable Transfer

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: **February 12, 2020**

ASAFA MACABI
(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.

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: Kamrany v. Razaqi	CASE NUMBER
---------------------------------------	-------------

**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). |
|--|---|

	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, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	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	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	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	

SHORT TITLE: Kamrany v. Razaqi	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, 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 checked="" 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	
Employment	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
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	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	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: Kamrany v. Razaqi	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 Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
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 (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
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	

SHORT TITLE: Kamrany v. Razaqi	CASE NUMBER
-----------------------------------	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 1106 Kasawa Street
CITY: Pacific Palisades	STATE: CA	ZIP CODE: 90272

Step 5: Certification of Assignment: I certify that this case is properly filed in the West Judicial 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: February 12, 2020



 (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.

Unlimited Civil – General Independent Calendar (IC)

1. Alternative Dispute Resolution (ADR) Information Packet (LASC CIV 271 Rev. 1/20) 2 pages
2. Voluntary Efficient Litigation Stipulations (LACIV 230 Rev. 4/11) 9 pages



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases):

- **ADR Services, Inc.** Case Manager patricia@adrservices.com (310) 201-0010 (Ext. 261)
- **JAMS, Inc.** Senior Case Manager mbinder@jamsadr.com (310) 309-6204
- **Mediation Center of Los Angeles (MCLA)** Program Manager info@mediationLA.org (833) 476-9145
 - Only MCLA provides mediation in person, by phone and by videoconference.

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs**

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
 - Free, day-of-trial mediations at the courthouse. No appointment needed.
 - Free or low-cost mediations before the day of trial.
 - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit <http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

c. **Mediators and ADR and Bar organizations** that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

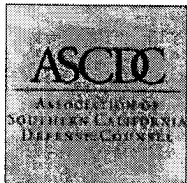


Los Angeles County
Bar Association
Litigation Section

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:
--------------	--------------

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.lacourt.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. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
(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)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
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:		CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION		

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:
--------------	--------------

- 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:
--------------	--------------

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:
--------------	--------------

The following parties stipulate:

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 02/13/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Leslie Kulkin</u> Deputy
COURTHOUSE ADDRESS: Santa Monica Courthouse 1725 Main Street, Santa Monica, CA 90401	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 20SMCV00248

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	H. Jay Ford III	O					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 02/14/2020 (Date) By Leslie Kulkin, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 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 Independent Calendaring Courts 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.

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.

STATUS CONFERENCE

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 to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five 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 Three of the Los Angeles Superior Court Rules.

SANCTIONS

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

This is not a complete delineation of the Division 7 or Chapter Three 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 imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.