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6 Attorney for Plaintiff

FILED
Superior Court of California
County of Los Angeles

12/09/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Gyimesi Deputy

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

10 WHITE ZUCKERMAN WARSAVSKY LUNA
11 & HUNT, LLP,

12 Plaintiff,

13 vs.

14 YUANDA HONG,

15 Defendant.

Case No. 19VECV01009

Order for Service by Publication

17
18 **IT IS ORDERED** that service of the Summons, in this action shall be made upon defendant,
19 YUANDA HONG, by publication thereof in the online legal notice publication, GLOBAL
20 LEGAL NOTICES®, a website of general circulation in China. That said publication will publish
21 the Order, Summons, any notices, and all court-issued documents continuously for a minimum
22 period of four (4) successive weeks.

23 **IT IS FURTHER ORDERED** that a copy of said summons and of said complaint or petition in this
24 action be forthwith deposited in the United States Post Office, postage prepaid, directed to said
25 defendant, if his address is ascertained before expiration of the time prescribed for the publication of
26 this summons. A declaration of this mailing, or of the fact that the address was not ascertained, must
27 be filed at the expiration of the time prescribed for the publication.

28 Dated: 12/09/2021



[Signature]
JUDICIAL OFFICER

Bernie C. LaForteza / Judge

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

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

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

YUANDA HONG; DOES 1 TO 20;

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

WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.;

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES
NORTHWEST DISTRICT
6230 Sylmar Avenue, Room 107
Van Nuys, CA 91401

CASE NUMBER:
(Número del Caso):

19VECV 01009

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):

HOWARD GOODMAN, State Bar #76570 818-996-8903 818-996-2942 F
LAW OFFICE OF HOWARD GOODMAN Howard@howardgoodman.net
18321 VENTURA BLVD., SUITE 755
TARZANA, CALIFORNIA 91356 Sherri R. Carter Executive Officer / Clerk of Court

DATE: 07/17/2019
(Fecha)

Clerk, by Angelica Salcedo, 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

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):

4. by personal delivery on (date):



Assigned for all purposes to: Van Nuys Courthouse East, Judicial Officer: Michael Convey

PLD-C-001

| | |
|--|---------------------------|
| <p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): HOWARD GOODMAN, State Bar #76570 LAW OFFICE OF HOWARD GOODMAN 18321 VENTURA BLVD. SUITE 755 TARZANA, CALIFORNIA 91356 TELEPHONE NO: 818-996-8903 FAX NO. (Optional): 818-996-2942 F E-MAIL ADDRESS (Optional): HOWARD@HOWARDGOODMAN.NET ATTORNEY FOR (Name): PLAINTIFF</p> | <p>FOR COURT USE ONLY</p> |
| <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 6230 Sylmar Avenue MAILING ADDRESS: 6230 Sylmar Avenue, Room 107 CITY AND ZIP CODE: Van Nuys, CA 91401 BRANCH NAME: NORTHWEST DISTRICT-VAN NUYS COURT</p> | |
| <p>PLAINTIFF: WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.; DEFENDANT: YUANDA HONG; <input checked="" type="checkbox"/> DOES 1 TO <u>20</u></p> | |
| <p align="center">CONTRACT</p> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number): | |
| <p>Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited</p> | <p>CASE NUMBER:</p> |

1. Plaintiff* (name or names): **WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.**
alleges causes of action against defendant* (name or names): **YUANDA HONG; DOES 1 TO 20**

2. This pleading, including attachments and exhibits, consists of the following number of pages:

3. a. Each plaintiff named above is a competent adult
 except plaintiff (name): **WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.**

- (1) a corporation qualified to do business in California
- (2) an unincorporated entity (describe): **LLP**
- (3) other (specify):

- b. Plaintiff (name):
 - a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 - b. has complied with all licensing requirements as a licensed (specify):

c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person
 except defendant (name): **except defendant (name):**
- (1) a business organization, form unknown (1) a business organization, form unknown
 - (2) a corporation (2) a corporation
 - (3) an unincorporated entity (describe): (3) an unincorporated entity (describe):
 - (4) a public entity (describe): (4) a public entity (describe):
 - (5) other (specify): (5) other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

| | |
|--------------------------|-------------|
| SHORT TITLE: WZ VS. HONG | CASE NUMBER |
|--------------------------|-------------|

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): _____ are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

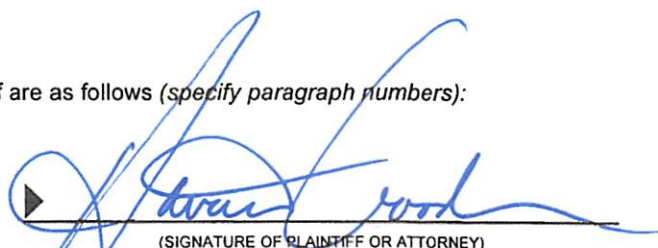
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. damages of: \$ 46,048.62
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): 10.00 percent per year from (date): MARCH 31, 2019
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: JULY 16, 2019

HOWARD GOODMAN, State Bar #76570
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

| | |
|--------------------------|--------------|
| SHORT TITLE: WZ VS. HONG | CASE NUMBER: |
|--------------------------|--------------|

CAUSE OF ACTION—Breach of Contract

FIRST
(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

alleges that on or about (date): MAY 2, 2018

a written oral other (specify):

agreement was made between (name parties to agreement): BY DEFENDANTS IN FAVOR OF PLAINTIFF

A copy of the agreement is attached as Exhibit A, or
 The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

BC-2. On or about (dates): MAY 31, 2018

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify): Defendant failed to pay the invoice then due and all invoices thereafter for forensic accounting services rendered under the retainer agreement.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement as stated in Attachment BC-4 as follows (specify): \$46,048.62

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.

BC-6. Other:

| | |
|--------------------------|--------------|
| SHORT TITLE: WZ VS. HONG | CASE NUMBER: |
|--------------------------|--------------|

SECOND CAUSE OF ACTION—Common Counts

(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

alleges that defendant (name): YUANDA HONG AND DOES 1 TO 20

became indebted to plaintiff other (name):

a. within the last four years

(1) on an open book account for money due.

(2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

b. within the last two years four years

(1) for money had and received by defendant for the use and benefit of plaintiff.

(2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff

the sum of \$

the reasonable value.

(3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff

the sum of \$

the reasonable value.

(4) for money lent by plaintiff to defendant at defendant's request.

(5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.

(6) other (specify):

CC-2. \$ 46,048.62, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of _____ percent per year from (date):

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

CC-4. Other:

| | |
|--------------------------|--------------|
| SHORT TITLE: WZ VS. HONG | CASE NUMBER: |
|--------------------------|--------------|

THIRD _____ **CAUSE OF ACTION—Common Counts**
(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff *(name)*: WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

alleges that defendant *(name)*: YUANDA HONG AND DOES 1 TO 20

became indebted to plaintiff other *(name)*:

- a. within the last four years
 - (1) on an open book account for money due.
 - (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
- b. within the last two years four years
 - (1) for money had and received by defendant for the use and benefit of plaintiff.
 - (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
 - (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
 - (4) for money lent by plaintiff to defendant at defendant's request.
 - (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
 - (6) other *(specify)*:

CC-2. \$ 46,048.62 _____, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of _____ percent per year from *(date)*:

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.

CC-4. Other:

March 26, 2018

Case Ref: 17821-01

D. Edward Hays, Esquire
Marshack Hays, LLP
870 Roosevelt
Irvine, CA 92620

Neil M. Howard, Esquire
Law Offices of Neil Howard
717 North Douglas Street
El Segundo, CA 90245-2830

Partners

Jack Zuckerman
Alfred Warsavsky
Barbara C. Luna
Andrew L. Hunt
Warren R. Sacks
Jack M. White
Jimmy Kirkland
Jackie Adams-Ings
Michael Campagna
Jennifer Magnes
David J. Semus
Venita J. McMorris
Dean M. Atkinson
David L. Turner
David Warsavsky
John S. Luna
Ron E. Thompson
Barbara Hopper
Michael C. Prothero
Patrick M. Hanabusa

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(949) 219-9816
(714) 939-1781
(805) 648-4088

Facsimile

(818) 981-4278
(818) 981-9234
(949) 219-9095

Re: **Hong-Dei-Liu v. Shu-Chen-Liu**
Litigation Services and Expert Witness Retainer Agreement

Dear Messrs. Hays and Howard:

This Litigation Services and Expert Witness Retainer Agreement ("Agreement") will serve to confirm our understanding whereby our firm, White, Zuckerman, Warsavsky, Luna & Hunt, LLP ("WZWL&H") has been retained by you in connection with certain litigation services and expert witness testimony to be rendered in the above-referenced matter. *This Agreement will take effect when signed, but its effective date will be retroactive to the date WZWL&H first performed services.*

Services

Please read this Agreement carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. If you do not understand this Agreement or believe we have misunderstood your needs, please discuss this with us before you sign. You, as the attorney, will determine the nature and scope of work to be performed and the requirements for any appearances in court. The nature and scope of our services may change if you so direct and we agree to perform such services. It is understood that our services under this Agreement do not constitute an audit, review or compilation of financial records as defined by the American Institute of Certified Public Accountants.

Communication and Direction of our Work

In this regard, it is explicitly understood and agreed that WZWL&H will be communicating with you as the attorney regarding our work in this matter and that such communication and work product if any, will satisfy any obligation we may be deemed to have to communicate with you.

E-mail Communications

During the course of this engagement, we may communicate with you or others via e-mail transmission. Since emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of

15490 Ventura Boulevard, Third Floor, Sherman Oaks, CA 91403-3016
4 Park Plaza, Suite 200, Irvine, CA 92614
www.wzwlh.com • expert@wzwlh.com • cpa@wzwlh.com

D. Edward Hays, Esquire
Neil M. Howard, Esquire
Re: Hong-Dei-Liu v. Shu-Chen-Liu; Case Ref: 17821-01
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the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions including any consequential, incidental, direct, indirect, or special damages, or disclosure or communication of confidential or proprietary information.

Reports and Other Work Product

Any reports, data, worksheets or other documents prepared by us in connection with this engagement will be submitted solely to you as the attorney for dissemination as appropriate and will not be furnished to any other person or party unless otherwise directed by you. Such reports and/or work product may not be published or used for any purpose other than this engagement without our express written consent. Any professional responsibility we have to communicate information to your client will be discharged by communicating such information to you as the attorney. You will receive invoices for our services on a monthly basis.

Fee Structure

Our services are furnished on an hourly basis. It is understood and agreed that this engagement will involve professionals and support personnel at various levels. Our current standard hourly rates are: \$350 to \$495 for the partners of the firm, \$250 to \$390 for managers, \$210 to \$250 for associates and senior accountants, \$110 to \$200 for staff accountants, and \$50 to \$80 for clerical, typing and reproduction services. Should our standard hourly rates be adjusted during the course of our engagement, your interim statements will reflect the new rates. No other form of notification will be sent.

Should you require testimony from this office at deposition or trial, there will be a 2 hour minimum billing. These rates do not include out-of-pocket costs that will also be billed to you.

The above hourly rates may include, but are not limited to, all time spent in: research, preparing analyses, reviewing documents, preparing document inventories, reviewing deposition transcripts, trial preparation, court appearances, assisting in discovery, conferences, communications, and travel time. Waiting time and travel time are charged to your account regardless of whether the matter is on schedule, postponed, or continued. Travel time is charged on a "portal-to-portal" basis.

Retainer

Attached hereto is an initial billing statement representing a deposit of \$10,000 against which charges for services and expenses may be applied. This initial retainer paid upfront, shall not bear interest may be held in a separate sub-account and may be applied to the final invoice. This is not our

Yeh:
Zuckerman
Warsavsky
Luna
Bart LP

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Neil M. Howard, Esquire
Re: Hong-Dei-Liu v. Shu-Chen-Liu; Case Ref: 17821-01
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maximum fee and in no way indicates a total estimate of our fees. If the amount paid pursuant to this initial billing exceeds the total charges, we shall refund the excess. The deposit amount is never intended to be an estimate of fees or costs; however, if out of courtesy we do furnish an estimate of the anticipated amount of fees, this estimate will not operate as a limitation of our total fees.

When the initial retainer amount is exhausted, we require that the retainer be replenished. If the retainer is not replenished within 15 days of the request or other financial arrangements made, such as executing a Promissory Note, it is agreed and understood that WZWL&H has the right to halt work and/or withdraw from the engagement, at which time all outstanding fees and costs are immediately due and payable.

Fee Payments

Statements are prepared and sent out on a monthly basis. All statements must be paid upon receipt or within 30 days from statement date unless other arrangements have been made. Any fee disputes must be made in writing within 30 days of the statement date or all charges are considered to be accepted. **The obligation for payment of our fees is the direct responsibility of Mr. Yuand Hong aka: Benny Hong.** Our fee is not contingent on the results obtained and we do not warrant or predict results or final developments in this matter.

In joint matters, the obligation for payment of our fees is the direct joint and several responsibility of all parties unless otherwise stipulated between the parties in writing.

Rights of WZWL&H Upon Nonpayment of Fees

It is agreed and understood that, unless WZWL&H chooses to waive such agreement at its sole discretion, WZWL&H may not issue any reports or provide any conclusions regarding our work, until all of our outstanding fees and costs are paid in full. It is agreed and understood that WZWL&H has the right to withdraw from the engagement if our fees are not paid within 30 days from the statement date. It is agreed and understood that such right to withdraw upon nonpayment of our statements will continue throughout this engagement and will not be waived if, at any time during the course of this engagement, WZWL&H chooses to continue work when our outstanding fees have not been paid within 30 days.

In the event the amount due on WZWL&H's statement is not paid within 30 days of the statement date, interest may be charged on a monthly basis on the unpaid balance at 10% per annum. A formal notice will not be given for the commencement of interest charges as stated above.

Should our invoice remain unpaid for more than thirty (30) days, we will stop work until the account balance is brought current regardless of any deadlines. Full payment of our fees is required before any final work product or report is delivered, and before deposition or trial testimony is provided. The responsible party for the payment of our fees mentioned in this Agreement, as well as the respective attorney, acknowledge and agree that in the event we stop work or withdraw from this engagement as a

h:ts
Zuckerman
Warsawsky
Luna
Rust LLP

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result of the payor's failure to pay WZWL&H on a timely basis for its services rendered, we shall not be liable for any damages that occur as a result of our ceasing to render services.

As you know, we cannot accurately predict how much time will be required to complete this assignment. Any estimates of anticipated fees that we provide at your request are a preliminary approximation based on facts that are currently available and the current anticipated level of work required to complete the engagement. In no event is an estimate to be construed as a commitment of WZWL&H to render services at a minimum or maximum cost. Nevertheless, we will be as efficient as possible in handling this engagement.

Mr. Yuand Hong aka: Benny Hong agrees to pay all expenses of collection, including reasonable attorney's fees and costs in connection with such collection, whether or not suit is filed hereon, plus interest at a rate of 10% per annum on the principal, from the due date until paid. In this regard, it is agreed that the place for performance of this agreement is WZWL&H's principal place of business in Sherman Oaks, California.

Substitution of Attorney

If you are no longer the attorney in this matter, it is agreed and understood that our services may cease. At that time, it is agreed and understood that our fees and costs will be immediately due and payable in full, that WZWL&H will have no obligation to provide further services, and that you and your client specifically discharge WZWL&H from any and all claims if WZWL&H chooses not to provide further services. However, at our election we may continue to render services under the direction of a new attorney. If we elect to continue to render services, the same terms of this agreement will apply with respect to services rendered under the direction of the new attorney.

Privacy Policy

It is our understanding that the documents provided in this engagement may contain information covered by federal or state privacy statutes. We will not disclose any nonpublic information obtained in connection with our services except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you.

Termination of Services

This Agreement will continue in effect until cancelled by either party. If we elect to terminate our services for nonpayment, or for any other reason, our engagement will be deemed to have been completed upon notification of termination, even if we have not completed our assignment. The payor mentioned in this Agreement will be obligated to pay our fees and costs through the date of termination.

WZWL
Zuckerman
Warsawsky
Lina
LLP

D. Edward Hays, Esquire
Neil M. Howard, Esquire
Re: Hong-Dei-Liu v. Shu-Chen-Liu; Case Ref: 17821-01
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Client Record Retention

In the event our services terminate for any reason, all source documents will be made available for pickup within 30 days. It is the client's obligation to retrieve these records prior to their destruction. In the event they have not been picked up within the 30 day period, WZWL&H will not be held responsible for their storage and safe keeping.

Limitation of Liability and Indemnification

In the event that WZWL&H is or may be obligated to pay any costs, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of intentional or knowing misrepresentation or provision to WZWL&H of inaccurate or incomplete information in connection with this engagement, and not any failure on WZWL&H's part to comply with professional standards, you and your client agree to indemnify, defend and hold WZWL&H harmless against such obligations. This indemnification will survive the termination of this engagement.

Statute of Limitations To Assert Claims

Except for actions by WZWL&H to enforce payment of its professional services, any claim made against either WZWL&H or against any employee of WZWL&H arising out of this engagement for errors or omissions committed by any employee of WZWL&H (whether asserted as a tort or a breach of contract) must be asserted within one year from the date the cause of action occurs notwithstanding any statutory provision to the contrary.

Liquidated Damages

In the event of a claim brought against WZWL&H, any judgment obtained shall be limited in amount, and shall not exceed the amount of the fee charged by WZWL&H, and paid by the payor, for the services set forth in this engagement.

Mediation/Arbitration

If any dispute, controversy or claim arises in connection with the contention that WZWL&H committed any errors or omissions, WZWL&H may, upon written notice to the client, request that the matter be mediated and/or decided by binding arbitration. Such mediation and/or binding arbitration will be conducted by a mediator and/or arbitrator appointed by and pursuant to the Arbitration and Mediation Rules of ADR SERVICES, INC. or such other neutral facilitator acceptable to the parties. If mediated, the parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to fully resolve such dispute or controversy. If arbitrated, the decision of the arbitrator shall be binding and may be confirmed by the Superior Court in the County of Los Angeles and a judgment entered thereon. In any mediation or arbitration, each party will be responsible for its own attorney's fees and costs. The fees and expenses of the mediator will be borne equally by the parties. In any arbitration, the arbitrator shall award costs and attorney's fees to the prevailing party.

WZWL
Zuckerman
Warsavsky
Luan
Hunt LLP

D. Edward Hays, Esquire
Neil M. Howard, Esquire
Re: Hong-Dei-Liu v. Shu-Chen-Liu; Case Ref: 17821-01
March 26, 2018
Page 6

Agreement

This writing constitutes the entire agreement between the parties herein. This Agreement may only be accepted by you and your client with the exact terms set forth herein, and by you and your client signing and returning this Agreement along *with your or your client's retainer payment*. No additions or modifications shall be binding on WZWL&H unless accepted by WZWL&H in writing. Any modifications or additional terms made by you or your client without WZWL&H's prior written approval are null and void and of no force and effect. No representations or promises have been made to induce you and your client to execute this Agreement. This Agreement supersedes all prior agreements and all agreements made contemporaneously with the execution of this Agreement.

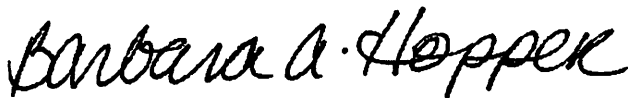
If you agree that the above accurately sets forth the terms of our employment by you and your client in the above-described proceedings, please sign below, indicating acceptance of the terms of our agreement, including the fee arrangement. The proposed terms of this Agreement are subject to change if this Agreement is not executed by you and your client and received by us within 30 days of the date of this Agreement. The terms set forth herein are fully binding between you, the client/payor and WZWL&H regardless of whether or not you, as the attorney of record, have signed this Agreement.

It is typically our policy not to begin an assignment until the Retainer Agreement is fully signed and our initial retainer amount is received.

Thank you for allowing us to be of service to you in this matter. We look forward to assisting you. A facsimile or email of this Agreement is deemed an original.

Very truly yours,

WHITE, ZUCKERMAN, WARSAVSKY, LUNA & HUNT, LLP



Barbara A. Hopper, CPA
BAH/dvv



Zuckerman
Warsavsky
Luna
Runt LLP

D. Edward Hays, Esquire
Neil M. Howard, Esquire
Re: Hong-Dei-Liu v. Shu-Chen-Liu; Case Ref: 17821-01
March 26, 2018
Page 7

AGREED AND ACCEPTED

The foregoing agreement has been read and is fully understood. I/we do hereby retain WZWL&H to render professional services as described in this Agreement. The fee agreement is acceptable on all terms, conditions and provisions as set forth herein. Furthermore, it is acknowledged that I/we have been informed by WZWL&H that I/we have the right to seek independent counsel prior to executing this Agreement and I/we have chosen to execute it with or without seeking the advice of an independent attorney. I/we also acknowledge that I/we have received a copy of this Agreement for our records.

MARSHACK HAYS, LLP

By: _____ Date: _____
D. Edward Hays, Esquire

LAW OFFICES OF NEIL HOWARD

By: _____ Date: _____
Neil M. Howard, Esquire

By: Hong Yuanda Date: 5/2/2018
Mr. Yuand Hong aka: Benny Hong

White
Zuckerman
Warshawsky
Luce
Bant LLP

| | |
|--|--|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES | Reserved for Clerk's File Stamp |
| COURTHOUSE ADDRESS: Van Nuys Courthouse East 6230 Sylmar Avenue, Van Nuys, CA 91401 | FILED Superior Court of California County of Los Angeles 07/17/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Angelica Salcedo</u> , Deputy Angelica Salcedo |
| NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE | |
| Your case is assigned for all purposes to the judicial officer indicated below. | CASE NUMBER: 19VECV01009 |

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

| | ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|---|-------------------|------|------|--|----------------|------|------|
| ✓ | Michael J. Convey | U | | | | | |

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
on 07/22/2019 (Date) By Angelica Salcedo, 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.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northwest District, Van Nuys Courthouse East, Department U

19VECV01009

November 6, 2020

WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

3:30 PM

vs YUANDA HONG

Judge: Honorable Theresa M. Traber

CSR: None

Judicial Assistant: R. Duron

ERM: None

Courtroom Assistant: L. Vince Cruz

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order

The Court finds that the Plaintiff has not met the standards for securing service by publication. The application provides information that the Defendant lives and works in China. Service must be attempted pursuant to the Hague Service Convention, as to which China is a signatory.

Certificate of Mailing is attached.

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 Court'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

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

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) 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.
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

| | | | |
|-------|----------------------|---|--------------------------|
| Date: | | > | |
| | (TYPE OR PRINT NAME) | | (ATTORNEY FOR PLAINTIFF) |
| Date: | | > | |
| | (TYPE OR PRINT NAME) | | (ATTORNEY FOR DEFENDANT) |
| Date: | | > | |
| | (TYPE OR PRINT NAME) | | (ATTORNEY FOR DEFENDANT) |
| Date: | | > | |
| | (TYPE OR PRINT NAME) | | (ATTORNEY FOR DEFENDANT) |
| Date: | | > | |
| | (TYPE OR PRINT NAME) | | (ATTORNEY FOR _____) |
| Date: | | > | |
| | (TYPE OR PRINT NAME) | | (ATTORNEY FOR _____) |
| Date: | | > | |
| | (TYPE OR PRINT NAME) | | (ATTORNEY FOR _____) |

| | | |
|--|------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
| TELEPHONE NO.: _____ 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.

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| 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 – DISCOVERY RESOLUTION | | | CASE NUMBER: |

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

The parties agree that:

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

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

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

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| SHORT TITLE: | CASE NUMBER: |
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

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(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.

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| SHORT TITLE: | CASE NUMBER: |
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The following parties stipulate:

| | |
|---|--|
| <p>Date: _____ (TYPE OR PRINT NAME)</p> <p>Date: _____ (TYPE OR PRINT NAME)</p> <p>Date: _____ (TYPE OR PRINT NAME)</p> <p>Date: _____ (TYPE OR PRINT NAME)</p> <p>Date: _____ (TYPE OR PRINT NAME)</p> <p>Date: _____ (TYPE OR PRINT NAME)</p> <p>Date: _____ (TYPE OR PRINT NAME)</p> | <p>> _____ (ATTORNEY FOR PLAINTIFF)</p> <p>> _____ (ATTORNEY FOR DEFENDANT)</p> <p>> _____ (ATTORNEY FOR DEFENDANT)</p> <p>> _____ (ATTORNEY FOR DEFENDANT)</p> <p>> _____ (ATTORNEY FOR _____)</p> <p>> _____ (ATTORNEY FOR _____)</p> <p>> _____ (ATTORNEY FOR _____)</p> |
|---|--|

THE COURT SO ORDERS.

| | |
|--------------------|-----------------------------------|
| <p>Date: _____</p> | <p>_____ JUDICIAL OFFICER</p> |
|--------------------|-----------------------------------|



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 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.

LASC1

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

Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).

- JAMS, Inc.: Case Manager (213) 253-9776 mdawson@jamsadr.com
- Mediation Center of Los Angeles: Case Manager: (833) 476-9145 info@mediationLA.org

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 service is not available for family law, probate or small claims.

b. Los Angeles County Dispute Resolution Programs

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

- Free, day- of- trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases 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. 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: www.lacourt.org/division/civil/settlement

Los Angeles Superior Court ADR website: www.lacourt.org/division/civil/settlement

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

传票

仅供法院使用

通知被告：

YUANDA HONG；包括尚未知的被告 1 到 20 在内；

您被以下原告起诉：

WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.;

注意！您已被起诉。除非您在 30 天内做出回应，法院可在没有您的陈词的情况下做出对您不利的判决。阅读以下信息。

在本传票及法律文件递送给您后，您有 30 个日历日在本法院递送一份书面回复，并向原告递送一份复印件。一封书信或一通电话不能保护您。如果您希望法院聆听您的案件，您的书面回复必须是以正式的法律形式。您在回复时可使用一份现成的法院表格。您可在加利福尼亚州法院在线自助中心

(www.courtinfo.ca.gov/selfhelp)、您所在县的法律图书馆或距离您最近的法院获取这些法院表格及更多信息。如果您无法支付申请费，可向法院办事员索取一份费用减免表格。如果您未按时递交您的回复，您可能自动败诉，您的工资、金钱及财产可被没收，法院无需就此发出进一步警告。

另外还有一些其他法律要求。您可能想立即致电一名律师。如果您没有认识的律师，您可能想联系一个律师转介服务。如果您付不起律师，您可能有资格获取非营利性法律服务计划提供的免费的法律服务。您可以通过访问加利福尼亚州法律服务网站 (www.lawhelpcalifornia.org)、加利福尼亚州法院在线自助中心

(www.courtinfo.ca.gov/selfhelp)，也可联系您当地的法院律师协会，找到这些非营利团体。注意：法院对任何和解及仲裁裁决为 10,000 美元及以上的民事案件中免除的费用和花费有法定留置权。法院的留置权必须在法院将要驳回您的案件前付清。

法院的名称及地址是：

加利福尼亚州高等法院，洛杉矶县
西北区

6230 Sylmar Avenue, Room 107
Van Nuys, CA 91401

原告的律师或原告（如无律师）的姓名、地址和电话号码是：

HOWARD GOODMAN, 州律师协会编号 76570
LAW OFFICE OF HOWARD GOODMAN
18321 VENTURA BLVD., SUITE 755
TARZANA, CALIFORNIA 91356

案件编号：

818-996-8903 818-996-2942（传真）
Howard@howardgoodman.net

执行官/法庭书记员 Sherri R. Carter

日期：2019 年 7 月 17 日

书记员，经手 Angelica Salcedo，代理人

（为了证明本传票的送达，使用《传票送达证明》（表格 POS-010）。）



（盖章）

传票所送达的个人请注意：您被送达传票

- 1. 作为个人被告
- 2. 作为个人，被起诉的虚拟名字为（请详述）：
- 3. 代表（请详述）：
属于： CCP 416.10（公司）
 CCP 416.20（已倒闭的公司）
 CCP 416.40（组织或合伙关系）
 其他（请详述）：
- 4. 由专人送达，于（日期）：

- CCP 416.60（未成年人）
- CCP 416.70（需监督官的人）
- CCP 416.90（被授权人）

针对所有目的分配给: Van Nuys 东法庭, 司法官员: Michael Convey

PLD-C-001

| | |
|---|--------|
| 律师或无律师的当事人(姓名、街道号码以及地址): HOWARD GOODMAN, 州律师协会编号 76570 LAW OFFICE OF HOWARD GOODMAN 18321 VENTURA BLVD. SUITE 755 TARZANA, CALIFORNIA 91356 电话号码: 818-996-8903 传真号码(选填): 818-996-2942 (传真) 电子邮件地址(选填): HOWARD@HOWARDGOODMAN.NET 律师代表方(姓名): 原告 | 仅供法院使用 |
| 加利福尼亚州高等法院, 洛杉矶县 街道地址: 6230 Sylmar Avenue 邮寄地址: 6230 Sylmar Avenue, Room 107 城市及邮政编码: Van Nuys, CA 91401 分支名称: 西北区——VAN NUYS 法院 | |
| 原告: WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.; 被告: YUANDA HONG; <input checked="" type="checkbox"/> 包括尚未知的被告 1 到 20 在内。 | |
| 合同 <input checked="" type="checkbox"/> 起诉状 <input type="checkbox"/> 修订起诉状(编号): <input type="checkbox"/> 交叉起诉状 <input type="checkbox"/> 修订交叉起诉状(编号): | |
| 管辖权(选中所有适用项): <input type="checkbox"/> 诉讼是一起有限的民事案件 请求金额 <input type="checkbox"/> 不超过 10,000 美元 <input type="checkbox"/> 超过 10,000 美元但不超过 25,000 美元 <input checked="" type="checkbox"/> 诉讼是一起无限的民事案件(超过 25,000 美元) <input type="checkbox"/> 本次修改起诉状将诉讼重新分类 <input type="checkbox"/> 从有限的修改为无限的 <input type="checkbox"/> 从无限的修改为有限的 | 案件编号: |

1. 原告*(一个姓名或多个姓名): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

诉称多个诉因, 针对被告*(一个姓名或多个姓名): YUANDA HONG; 包括尚未知的被告 1 到 20 在内

2. 本诉状, 包括附件及证据, 包含的页数如下所示:

3. a. 以上指名的各位原告是有能力的成年人

除了原告(姓名): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

(1) 一家有资格在加利福尼亚州做业务的法人团体

(2) 一个非法人团体的实体(说明): LLP

(3) 其他(请详述):

b. 原告(姓名):

a. 一直以来有遵守以虚拟名称做业务的法律并且正以该虚拟名称做业务(请详述):

b. 一直以来有持照遵守所有执照要求(请详述):

c. 其他原告是没有能力的成年人, 有关他们的信息, 参见附件 3c.

4. a. 上述指名的各位被告均为自然人

除了被告(姓名):

除了被告(姓名):

(1) 一家商业组织, 形式不详

(2) 一个法人团体

(3) 一个非法人团体的实体(说明):

(4) 一个公共机构(说明):

(5) 其他(请详述):

(1) 一家商业组织, 形式不详

(2) 一个法人团体

(3) 一个非法人团体的实体(说明):

(4) 一个公共机构(说明):

(5) 其他(请详述):

* 若作为交叉起诉状使用本表格, 则原告是指交叉起诉人, 被告是指交叉起诉被告。

第 1 页, 共 2 页

| | |
|---------------|-------|
| 简称: WZ 诉 HONG | 案件编号: |
|---------------|-------|

4. (续)
- b. 原告不知道以尚未知的被告被诉的被告的真实姓名。
- (1) 尚未知的被告 (请指明未知被告的数目) _____, 曾是其他指名被告的代理人或雇员、在该代理机构或雇用的范围内行事。
- (2) 尚未知的被告 (请指明未知被告的数目) _____, 原告不知道这些个人的能力。
- c. 有关其他不是自然人的被告的信息, 参见附件 4c。
- d. 依照《民事诉讼法》第 382 节添加的被告有 (姓名):
5. 原告必须遵守某一索赔法规, 并且
- a. 已经遵守了适用索赔法规, 或
- b. 豁免遵守, 原因是 (请详述):
6. 本诉讼须遵守 《民事法典》第 1812.10 节 《民事法典》第 2984.4 节。
7. 本法院是恰当的审理法院, 原因是
- a. 被告在此签订该合同。
- b. 被告在签订该合同时住在这里。
- c. 被告目前住在这里。
- d. 该合同应在这里履行。
- e. 被告是法人团体或非法人团体的组织而且其主要营业地点在这里。
- f. 本诉讼涉及的不动产位于这里。
- g. 其他 (请详述):
8. 附上以下诉因并且上述说明适用于各个诉因 (每个起诉状必须附有一个或多个诉因):
- 违反合同
- 一般诉因
- 其他 (请详述):
9. 其他指控:
10. 原告请求针对诉讼成本做出判决; 针对此类公平、公正、合理的救济作出判决; 并且针对
- a. 损害赔偿: \$46,048.62
- b. 损害赔偿的利息
- (1) 依据证据
- (2) 利率是 (请详述): 10.00 (每年的百分比), 开始于 (日期): 2019 年 3 月 31 日
- c. 律师费
- (1) 金额: \$
- (2) 依据证据。
- d. 其他 (请详述):
11. 本诉状内根据所知所信诉称的一些段落如下所示 (给出具体段落号码):

日期: 2019 年 7 月 16 日

HOWARD GOODMAN, 州律师协会编号 76570
(打出或工整书写姓名)

▶ _____ [签名]
(原告或原告律师签名)

(如果您希望证明本诉状, 则请附上一份宣誓证实。)

简称: WZ 诉 HONG

案件编号:

第一

诉因——违反合同

(个数)

附于 起诉状 交叉起诉状
 (每一个诉因应有单独的一份诉因表)

BC-1. 原告 (姓名): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

诉称在或大约在 (日期): 2018 年 5 月 2 日
 一份 书面 口头 其他 (请详述):
 协议被签订, 协议双方为 (协议双方的姓名): 由被告赞同原告做出
 协议的副本作为证物 A 附于此, 或者
 该协议的基本条款 在附件 BC-1 中阐述 如下所示 (请详述):

BC-2. 在或大约在 (日期): 2018 年 5 月 31 日

被告违反了该协议, 具体方式是 有如附件 BC-2 所述的行为 做出如下行为 (请详述):
 被告未能为按照聘用协议提供的法务会计服务支付在当时应付的应付账单以及之后的所有应付账单。

BC-3. 原告有履行对被告有的所有义务, 除了原告被阻止或免于履行的义务。

BC-4. 原告因被告违反该协议依法 (大约) 遭受的损害

如附件 BC-4 所述 如下 (请详述): \$46,048.62

BC-5. 原告有权依照协议或法规获得律师费

金额: \$
 依据证据。

BC-6. 其他:

| | |
|---------------|-------|
| 简称: WZ 诉 HONG | 案件编号: |
|---------------|-------|

第二

诉因——一般诉因

(个数)

附于 起诉状 交叉起诉状
(每一个诉因应有单独的一份诉因表)

CC-1. 原告 (姓名): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

诉称被告 (姓名): YUANDA HONG 以及尚未知被告 1 到 20

成为欠债于 原告 其他 (姓名):

- a. 是在过去四年内
 - (1) 针对开立账户欠到期应付账款。
 - (2) 因为原告和被告之间有以书面形式说明客户关系, 被告经协议在该关系中欠原告债务。
- b. 是在过去 两年 四年内
 - (1) 针对被告因使用并且从原告处得利而获得和收到的金钱。
 - (2) 针对按照被告的要求在特殊情况下提供的工作、劳动、服务和材料, 而且被告有就此承诺会支付原告
 - 金钱总额\$
 - 合理的充分对价。
 - (3) 针对卖给并且交付给被告的货品、商品和货物, 而且被告有就此承诺会支付原告
 - 金钱总额\$
 - 合理的充分对价。
 - (4) 针对原告在被告的请求下借给被告的钱。
 - (5) 针对在被告的特殊情况和请求下为被告支付、垫付和花费的金钱。
 - (6) 其他 (请详述):

CC-2. \$46,048.62, 该金额为合理的充分对价, 尽管原告有提出要求, 该金额依然逾期未付,
加上判决前利息 依据证据 按照利率_____每年百分比, 开始于 (日期):

CC-3. 原告有权依照协议或法规获得律师费
 金额: \$
 依据证据。

CC-4. 其他:

简称: WZ 诉 HONG

案件编号:

第一

诉因——违反合同

(个数)

附于 起诉状 交叉起诉状
 (每一个诉因应有单独的一份诉因表)

BC-1. 原告 (姓名): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

诉称在或大约在 (日期): 2018 年 5 月 2 日
 一份 书面 口头 其他 (请详述):
 协议被签订, 协议双方为 (协议双方的姓名): 由被告赞同原告做出
 协议的副本作为证物 A 附于此, 或者
 该协议的基本条款 在附件 BC-1 中阐述 如下所示 (请详述):

BC-2. 在或大约在 (日期): 2018 年 5 月 31 日

被告违反了该协议, 具体方式是 有如附件 BC-2 所述的行为 做出如下行为 (请详述):
 被告未能按照聘用协议提供的法务会计服务支付在当时应付的应付账单以及之后的所有应付账单。

BC-3. 原告有履行对被告有的所有义务, 除了原告被阻止或免于履行的义务。

BC-4. 原告因被告违反该协议依法 (大约) 遭受的损害

如附件 BC-4 所述 如下 (请详述): \$46,048.62

BC-5. 原告有权依照协议或法规获得律师费

金额: \$
 依据证据。

BC-6. 其他:

简称: WZ 诉 HONG

案件编号:

第二

诉因——一般诉因

(个数)

附于

 起诉状 交叉起诉状

(每一个诉因应有单独的一份诉因表)

CC-1. 原告 (姓名): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

诉称被告 (姓名): YUANDA HONG 以及尚未知被告 1 到 20

成为欠债于 原告 其他 (姓名):a. 是在过去四年内(1) 针对开立账户欠到期应付账款。(2) 因为原告和被告之间有以书面形式说明客户关系, 被告经协议在该关系中欠原告债务。b. 是在过去 两年 四年内(1) 针对被告因使用并且从原告处得利而获得和收到的金钱。(2) 针对按照被告的要求在特殊情况下提供的工作、劳动、服务和材料, 而且被告有就此承诺会支付原告 金钱总额\$ 合理的充分对价。(3) 针对卖给并且交付给被告的货品、商品和货物, 而且被告有就此承诺会支付原告 金钱总额\$ 合理的充分对价。(4) 针对原告在被告的请求下借给被告的钱。(5) 针对在被告的特殊情况和请求下为被告支付、垫付和花费的金钱。(6) 其他 (请详述):

CC-2. \$46,048.62, 该金额为合理的充分对价, 尽管原告有提出要求, 该金额依然逾期未付,

加上判决前利息

 依据证据 按照利率_____每年百分比, 开始于 (日期):CC-3. 原告有权依照协议或法规获得律师费 金额: \$ 依据证据。CC-4. 其他:

第 4 _____ 页

第 1 页, 共 1 页

简称: WZ 诉 HONG

案件编号:

第三

诉因——一般诉因

(个数)

附于 起诉状 交叉起诉状
 (每一个诉因应有单独的一份诉因表)

CC-1. 原告 (姓名): WHITE ZUCKERMAN WARSAVSKY LUNA & HUNT, LLP.

诉称被告 (姓名): YUANDA HONG 以及尚未知被告 1 到 20

成为欠债于 原告 其他 (姓名):

- a. 是在过去四年内
- (1) 针对开立账户欠到期应付账款。
- (2) 因为原告和被告之间有以书面形式说明客户关系, 被告经协议在该关系中欠原告债务。
- b. 是在过去 两年 四年内
- (1) 针对被告因使用并且从原告处得利而获得和收到的金钱。
- (2) 针对按照被告的要求在特殊情况下提供的工作、劳动、服务和材料, 而且被告有就此承诺会支付原告
- 金钱总额\$
- 合理的充分对价。
- (3) 针对卖给并且交付给被告的货品、商品和货物, 而且被告有就此承诺会支付原告
- 金钱总额\$
- 合理的充分对价。
- (4) 针对原告在被告的请求下借给被告的钱。
- (5) 针对在被告的特殊情况和请求下为被告支付、垫付和花费的金钱。
- (6) 其他 (请详述):

CC-2. \$46,048.62, 该金额为合理的充分对价, 尽管原告有提出要求, 该金额依然逾期未付,
 加上判决前利息 依据证据 按照利率_____每年百分比, 开始于 (日期):

CC-3. 原告有权依照协议或法规获得律师费

金额: \$

依据证据。

CC-4. 其他:

**White
Zuckerman
Warsavsky
Luna
Hunt LLP**

注册会计师

合伙人

Jack Zuckerman
Alfred Warsavsky
Barbara C. Luna
Andrew L. Hunt
Warren R. Sacks
Jack M. White
Jimmy Kirkland
Jackie Adams-Ing
Michael Campagna
Jennifer Magnes
David J. Semus
Venita J. McMorris
Dean M. Atkinson
David L. Turner
David Warsavsky
John S. Luna
Ron E. Thompson
Barbara Hopper
Michael C. Prothero
Patrick M. Hanabusa

电话号码

(818) 981-4226
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(949) 219-9816
(714) 939-1781
(805) 648-4088

传真号码

(818) 981-4278
(818) 981-9234
(949) 219-9096

2018年3月26日

案件案号: 17821-01

D. Edward Hays 律师
Marshack Hays, LLP
870 Roosevelt
Irvine, CA 92620

Neil M. Howard 律师
Law Offices of Neil Howard
717 North Douglas Street
El Segundo, CA 90245-2830

关于: Hong-Dei-Liu 诉 Shu-Chen-Liu
诉讼服务和专家鉴定证人聘用协议

尊敬的 Hays 先生和 Howard 先生:

本《诉讼服务和专家鉴定证人聘用协议》(后简称“协议”)将作为我方对您已针对将在上述事宜中提供的某些诉讼服务和专家鉴定证人作证聘用本事务所——White, Zuckerman, Warsavsky, Luna & Hunt, LLP (后简称“WZWL&H”)的理解的确认。
本协议将在签署后生效,但协议的生效日期将被追溯至 WZWL&H 首次履行服务之日。

服务

请认真阅读本协议,因为您能理解您从我方的工作中可以期待和不可以期待的内容,对于本事务所和您都非常重要。如果您不理解本协议,或者相信我方有误解您的需求,请在您签名前与我方讨论。您作为该案件的律师,将决定应完成的工作的性质和范围以及任何出庭要求。我方服务的性质和范围可在您有做出相关指示,我方也同意履行此类服务时有变化。双方均理解,我方按照本协议提供的服务不构成符合美国注册会计师协会定义的财务记录的审计、审查或汇编。

我方工作的沟通和方向

关于这一方面,双方明确理解并同意,WZWL&H 将与您(该案件的律师)沟通我方在本事宜中的工作,而且此类沟通和工作成果(如有)将履行可能认定我方有必须与您沟通的任何义务。

电子邮件沟通

在本聘用期内,我方可通过传递电子邮件的方式与您或其他人沟通。由于电子邮件可被本来不应收到邮件的第三方拦截并且阅读、披露或以其他方式利用或传输,也可能未能递送给各位应收到该电子邮件的当事人并且仅发给这些当事人,我方无法

15490 Ventura Boulevard, Third Floor, Sherman Oaks, CA 91403-3016
4 Park Plaza, Suite 200, Irvine, CA 92614
www.wzwlh.com • expert@wzwlh.com • cpa@wzwlh.com

证物 A

D. Edward Hays 律师

Neil M. Howard 律师

关于：Hong-Dei-Liu 诉 Shu-Chen-Liu；案件案号：17821-01

2018年3月26日

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担保或保证我方发出的电子邮件会被恰当递送并且仅被收件人阅读。因此，我方特别否认并放弃为拦截或非故意的电子邮件传递的披露或交流，或者为与我方在履行本聘用的职责传递的电子邮件相关的未经授权的使用或未能递送承担任何义务或责任。在这方面，您同意我方不应对任何利用电子邮件传递对任何个人或实体导致的损失或损害承担责任，包括任何结果性、附带、直接、间接或特殊的损害赔偿，或者保密或专有信息的披露或交流。

报告和其他工作成果

我方针对本聘用准备的所有报告、数据、工作表或其他文件应仅被提交给您（该案件的律师），由您在恰当时进行传播；除非有您的另外指示，这些文件不会被提供给任何其他个人或当事人。这些报告和/或工作成果不可在没有我方的明确书面同意的情况下出于任何与本聘用无关的目的被发布或使用。任何我方必须与您的委托人交流信息的专业责任，将通过与您（该案件的律师）交流这些信息的方式被履行。您将按月收到关于我方服务的应付账单。

收费结构

我方服务是按小时提供。双方均理解并同意，本聘用将涉及多种不同水平的专业人士和支持人员。我方当前按小时的收费标准是：该事务所的合伙人是\$350至\$495，经理是\$250至\$390，助理和高级会计师是\$210至\$250，职员会计师是\$110至\$200，文书、打字和复制服务是\$50至\$80。如果我方按小时的收费标准在该聘用期内有调整，您的临时对账单会针对新的收费标准做出说明。我方不会发出其他形式的通知。

您若在宣誓证词或审判中需要本办公室提供证词，则将有 2 小时的最低收费。这些收费标准不包括自付费用，会就自付费用给您发账单。

上述按小时的收费可包括但不限于，所有花在下列事务上的时间：研究、准备分析、审阅文件、准备文件清单、审阅宣誓证词笔录、为审判做准备、出庭、协助证据开示、会议、交流和出行时间。不管该事宜是否有准时、被推迟或被延期进行，均会向您账户针对等候时间和出行时间收费。出行时间的收费将以“点对点”的方式计算。

聘金

附于此的文件是包含\$10,000 押金的首次收费对账单，将使用该押金支付针对服务和可能适用的支出的收费。该首笔预付聘金不应产生利息，可被放入一个单独的子账户，也可用于支付最后一份应付账单。这个金额不是我方的最高费用，也不以任何形式体现我方费用的总估计金额。如果按照这份首次账单支付的金额超过总费用，我方应退还余额。给定该押金金额并不是意图提供费用或成本的估计金额；然而，如果我方出于礼貌，有提供预计费用金额的估计，这个估计金额不会成为我方总费用的限额。

**Zuckerman
Warsavsky
Luna
Rant LLP**

D. Edward Hays 律师

Neil M. Howard 律师

关于：Hong-Dei-Liu 诉 Shu-Chen-Liu； 案件案号：17821-01

2018年3月26日

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当首次聘金被用尽后，我方会要求充付该聘金。如果聘金未在该要求后 15 日内被充付或做出其他财务安排，例如签署执行期票，双方同意并理解，WZWL&H 有权暂停工作，并且/或者退出聘用，所有未付费和支出也在当时立即成为到期应付的费用。

费用的支付

对账单会被按月准备并发出。除非有做出其他安排，所有账款必须在收到之后或对账单日期后 30 日内被付清。任何费用争议必须在对账单日期后 30 日内以书面形式提出，否则所有收费均被认为已被接受。支付我方费用的义务是 Yuand Hong 先生（又名 Benny Hong）的直接义务。我方费用不取决于获得的结果，我方也不担保或预测本事宜的结果或最终发展。

在联合事宜中，支付我方费用的义务是所有当事人的直接联合且个别责任，除非该当事人之间有以书面形式另外协定。

WZWL&H 在未支付费用时的权利

双方同意并理解，除非 WZWL&H 自行决定放弃此类协议，WZWL&H 可不针对我方成果签发任何报告或提供任何结论，直到所有我方的应付费用和支出被全额付清。双方同意并理解，如果我方费用未在对账单日期后 30 日内被付清，WZWL&H 有权退出该聘用。双方同意并理解，我方将在本聘用期内一直有因未支付我方对账单退出聘用的权利，该权利不会因为 WZWL&H 在本聘用期内的任何时候在我方应付费用未在 30 日内被付清时选择继续工作被放弃。

如果 WZWL&H 的对账单上有金额未在对账单日期后 30 日内被支付，可针对未付余额按月收取每年 10% 的利息。不会针对开始按上文收取利息提供正式通知。

如果我方应付账单在超过三十（30）日后依然未付，我方将停止工作，直到该账户的余额在不考虑任何截止日期的情况下达到要求。必须在我方交付任何最终工作成果或报告前，以及在提供宣誓证词或审判证词前全额付清我方的费用。在本协议中提及的须为支付我方费用负责的当事人以及各自的律师，承认并且同意，如果我方由于付款人未能按时为 WZWL&H 提供的服务支付 WZWL&H 而停止工作或退出本聘用，我方不应为由于我方停止提供服务而出现的任何损害承担责任。

Walter
Zuckerman
Warsawsky
Lina
Kurt LLP

D. Edward Hays 律师

Neil M. Howard 律师

关于：Hong-Dei-Liu 诉 Shu-Chen-Liu； 案件案号：17821-01

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如您所知，我方无法准确预测完成这项任务需要的具体时间。我方在您的要求下提供的任何预计费用的估计金额，均是根据当前可用的事实以及要完成这项工作需要的当前预计工作量的初步估计。估计金额在任何情况下都不应被解释为 WZWL&H 承诺以某一最低或最高费用提供服务。尽管有上述内容，我方依然会在处理这项工作时尽可能做到高效。

Yuand Hong 先生，又名：Benny Hong，同意支付所有收款支出，包括合理的律师费和与此收款相关的费用（不管是否有据此提交法律诉讼），加上针对本金收取的每年 10%的利息（从应付之日到付清之日）。关于这一方面，双方同意履行本协议的地点是 WZWL&H 在加利福尼亚州谢尔曼奥克斯（Sherman Oaks）的主要营业地点。

替换律师

如果您在本事宜中不再使用该律师，双方同意并理解我方的服务可停止。双方同意并理解，在那时我方的费用和支出将即刻为到期应全额支付的费用，WZWL&H 不再有义务提供进一步服务，您和您的委托人也在 WZWL&H 选择不提供进一步服务时特别允许 WZWL&H 不再参与任何及所有权利主张。然而，我方可按照我方的选择继续在新律师的指示下提供服务。如果我方选择继续提供服务，与本协议相同的条款将对在该新律师的指示下提供的服务适用。

隐私政策

我方的理解是，在本聘用中提供的文件可能包含符合联邦或州隐私法规范围的信息。除非经法律要求或允许，我方不会披露任何因为我方服务获得的非公开信息。允许的披露包括：向我方雇员提供信息，以及在有限的情况下，向需要知道这些信息以协助我方为您提供服务的不相关第三方提供信息等。

终止服务

本协议将在任一方取消协议前一直有效。如果我方选择因未付款或任何其他原因终止我方的服务，我方在聘用中的参与将在发出终止通知后被认为已完成，即使我方尚未完成我方的任务。在本协议中提及的付款人将有义务支付我方截至终止当日的费用和支出。

Wiza
Zuckerman
Warsawsky
Luna
Hunt LLP

D. Edward Hays 律师

Neil M. Howard 律师

关于：Hong-Dei-Liu 诉 Shu-Chen-Liu； 案件案号：17821-01

2018年3月26日

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客户记录保留

如果我方的服务因任何原因终止，所有原始文件将在 30 天内供客户领取。客户有义务在这些记录销毁前取回记录。如果这些记录未在 30 日期限内被领取，WZWL&H 将不承担储存和妥善保管这些记录的责任。

责任限制和免责

当 WZWL&H 因任何第三方提出的权利主张、调查或其他诉讼程序而有或可能有义务支付任何费用、和解、判决、罚金、处罚或类似的判决或制裁，那么在这些义务是或可能是关于本聘用向 WZWL&H 做出故意或知情的虚假陈述或提供不准确或不完整的信息直接或间接导致的，并不是因为任何 WZWL&H 一方未能遵守专业标准的情况下，您和您的委托人同意维护 WZWL&H 并使其免于承担责任，使 WZWL&H 不受此类义务的伤害。这份免责声明将在本聘用终止后依然有效。

主张诉讼的时效法规

除了 WZWL&H 强制要求针对其专业服务支付费用提出的诉讼，任何由于本聘用因为 WZWL&H 的任何雇员的错误或遗漏行为（不管是主张有侵权还是违反合同行为）而针对 WZWL&H 或任何 WZWL&H 的雇员提出的权利主张，必须在诉因发生之日后一年内提出，即使任何法定条文有与此相反的规定。

约定违约金

如果有提出针对 WZWL&H 权利主张，所获得的判决应被限制在金额形式，并且不应超过 WZWL&H 针对本聘用阐述的服务收取的、付款人已支付的费用金额。

调解/仲裁

若有任何关于论点——WZWL&H 有犯下任何错误或遗漏的争议、争论或权利主张，WZWL&H 可在向该客户发出书面通知后，请求有约束力的仲裁仲裁解决并/或决定该事宜。此类调解和/或有约束力的仲裁将由一名依照 ADR SERVICES, INC.的《仲裁与调解规则》指派的中间人和/或仲裁人，或者对当事人来说可接受的此类其他中立助推者进行。如果选择调解解决争议，当事人将付出他们最大的努力，本着意图彻底解决该争议或争论的目的，真诚地与对方讨论他们各自的立场。如果选择仲裁解决争议，该仲裁人的决定将是具有约束力的，可由洛杉矶县高等法院确认该决定并就此做出判决。在任何调解或仲裁中，各方将负责支付其各自的律师费和支出。中间人的费用将由双方当事人平等承担。在任何仲裁中，仲裁人应判定胜诉方获得费用和律师费。

WZWL
Zuckerman
Warsawsky
Luna
Kunt LLP

D. Edward Hays 律师

Neil M. Howard 律师

关于：Hong-Dei-Liu 诉 Shu-Chen-Liu； 案件案号：17821-01

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协议

本书面文件构成协议双方间的完整协议。本协议仅可在同意接受此处阐述的具体条款的情况下被您和您的委托人接受，并且您和您的委托人签署本协议，并连同您或您的委托人的聘金付款一并交回本协议表明您接受本协议。除非 WZWL&H 有以书面形式接受添加或修改内容，任何添加或修改内容均不应 WZWL&H 有约束力。您或您的委托人在没有 WZWL&H 的事先书面批准的情况下做出的任何修改或附加条款均是无效的，没有任何效力。没有为诱使您和您的委托人签署本协议做出任何陈述或承诺。本协议取代所有之前的协议以及与本协议的签署同时达成的所有协议。

如果您同意上文准确描述的我方在上述诉讼程序中受您和您的委托人雇用的条款的内容，请在下方签名，表明您接受我方协议的条款，包括费用安排。如果我方未在不协议的日期后 30 日内收到您和您的委托人签署的本协议，本协议中的拟定条款可随时有变。本协议阐述的条款对您、该委托人/付款人以及 WZWL&H 完全具有约束力，不管您是否有作为记录在案的律师签署本协议。

通常来说，我方的政策是在该《聘用协议》被完整签署、我方收到首笔聘金后才着手完成任务。

感谢您给我方在本事宜中为您提供服务的机会。我们期待为您提供协助。传真或电子邮件发送的本协议被认为是协议的原件。

此致，

WHITE, ZUCKERMAN, WARSAVSKY, LUNA & HUNT, LLP

[签名]

Barbara A. Hopper, 注册会计师

BAH/dvv (d.w.)

White
Zuckerman
Warsavsky
Luna
Hunt LLP

D. Edward Hays 律师

Neil M. Howard 律师

关于：Hong-Dei-Liu 诉 Shu-Chen-Liu； 案件案号：17821-01

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表示同意并接受

上述协议已被阅读并被完全理解。本人/我们特此聘用 WZWL&H 按照本协议阐述的内容提供专业服务。此处阐述的费用协议的所有条款、条件和条文均是可接受的。更进一步的，本人/我们承认，本人/我们已被 WZWL&H 告知本人/我们有权在签署执行本协议前咨询独立的法律顾问，本人/我们已选择在咨询或未咨询独立律师的建议下签署执行本协议，本人/我们还承认本人/我们有收到本协议的副本，供我们留作记录。

MARSHACK HAYS, LLP

签署人： _____ 日期： _____
D. Edward Hays 律师

LAW OFFICES OF NEIL HOWARD

签署人： _____ 日期： _____
Neil M. Howard 律师

签署人： [签名] _____ 日期： 5/2/2018 _____
Yuand Hong 先生，又名： Benny Hong

White
Zuckerman
Warszawsky
Luce
Blatt LLP

| | |
|---|---|
| 加利福尼亚州高等法院 洛杉矶县 | 留作加盖书记员的归档章 已归档 加利福尼亚州高等法院 洛杉矶县 2019年7月17日 Sherri R.C 法庭书记员 经手人: [签名], 代理人 Angelica Salcedo |
| 法庭地址: Van Nuys 东法庭 6230 Sylmar Avenue, Van Nuys, CA 91401 | |
| 案件分配通知 无限的民事案件 | |
| 已针对所有目的将您的案件分配给如下所示的司法官员。 | 案件编号: 19VECV01009 |

本表格应连同传票和起诉状被一并送达

| 分配法官 | | 部门 | 房间 | 分配法官 | | 部门 | 房间 |
|------|-------------------|----|----|------|--|----|----|
| √ | Michael J. Convey | U | | | | | |

已给原告/交叉起诉人/记录在案的律师

执行官/法庭书记员 Sherri R. Carter

于 2019年7月22日

经手 Angelica Salcedo，代理书记员

(日期)

无限的民事案件的处理说明

下列《加利福尼亚州法院规则》第 3 章部门 7 的重要规定因在高等法院适用，已被总结归纳于此，方便您参阅。

申请

部门 7 规则于 2007 年 1 月 1 日起生效。这些规则适用于所有一般民事案件。

优先于其他规则

部门 7 规则应在其他规则不一致的情况下优先于所有其他地方规则。

质疑分配法官

按照《民事诉讼法》第 170.6 节提出的质疑必须在针对所有目的分配给法官的通知发出之日后 15 日内做出，或者如果一方当事人尚未出庭，则在首次出庭之日后 15 日内做出。

时间标准

分配给独立安排日程法庭的案件须遵守下列时间标准的程序规定：

起诉状

所有起诉状应在提交后 60 日内被送达，送达证明应在 90 日内被提交。

交叉起诉状

在未先获得法院许可的情况下，任一方均不可在他们的答复被提交后提交交叉起诉状。交叉起诉状应在提交之日后 30 日内被送达，而送达证明则应在提交之日后 60 日内被提交。

状态会议

状态会议将由分配给案件的独立日程法官在该起诉状提交后 270 日内做出安排。律师顾问必须做好讨论下列问题的充分准备：替代争议解决方式、分别审理、和解、审判日期和专家鉴定证人。

最终状态会议

该法院将要求双方在既定审判日期前 10 日内参加最终状态会议。所有当事人应在召开该会议前及时提交并送达防止偏见动议、分别审理动议、重要证据问题的陈述、决定性动议、按要求表格陪审团指示、特别陪审团指示以及特别陪审团判决。可在本次会议上听审并解决这些问题。至少在召开本次会议前五日，律师顾问还必须互换证物清单和见证人名单，并且有向该法院提交该案件的简要陈述，以按照《洛杉矶高等法院规则》第三章的要求将该陈述读给陪审团。

制裁

该法院将针对未能或拒绝遵守第三章规则、该法院发出的命令以及该法院或第三章规则规定的时间标准或截止日期，施加恰当的制裁。这些制裁可针对一方当事人，也可在恰当时针对当事人的律师顾问。

此处内容并不是对部门 7 或第三章规则的完整描述；因此，仅遵守上述规定并不是对免受依照《减少审判法院延迟》施加的制裁的担保。必须认真阅读并遵守实际的章节规则。

集体诉讼

依照《地方规则》2.3，所有集体诉讼应在斯坦利·莫斯科法庭（Stanley Mosk Courthouse）被归档，并且应被随机分配给指定复杂案件法庭的一名复杂案件法官。如果该案件经认定不属于集体诉讼，则应针对所有目的将案件退回到独立日程法庭。

*暂时复杂的案件

作为暂时复杂的案件被提交的案件，最初会被分配给复杂诉讼的监督法官，由其决定案件的复杂状态。如果案件依照《加利福尼亚州法院规则》3.400 及其后的部分被认为是复杂案件，该案件则会被随机分配给指定复杂案件法庭的一名复杂案件法官。如果该案件经认定不属于复杂案件，则应针对所有目的将案件退回到独立日程法庭。

加利福尼亚州高等法院，洛杉矶县
民事部
西北区，Van Nuys 东法庭，部门 U

19VECV01009

WHITE ZUCKERMAN WARSZAVSKY LUNA & HUNT, LLP. 诉
YUANDA HONG

2020 年 11 月 6 日
下午 3:30

法官：大法官 Theresa M. Traber
司法助理：R. Duron
法庭助理：L. Vince Cruz

CSR：无
ERM：无
副警长：无

出庭人员：

原告方：未出庭

被告方：未出庭

诉讼程序的性质：法庭命令

该法庭认定该原告未满足确保公告送达的标准。

该申请提供的信息表明该被告在中国生活和工作。必须依照中国是缔约国的《海牙送达公约》尝试送达。

邮寄证书已附于此。



加利福尼亚州高等法院
洛杉矶县



洛杉矶县律师协会
诉讼部

洛杉矶县律师协会
劳工与就业法律部



洛杉矶县
消费者律师协会



南加利福尼亚州
辩护律师



商业审讯律师协会



加利福尼亚州
就业律师协会

自愿高效的诉讼协定

《早期组织会议协议》、《证据开示解决方案协议》、《防止偏见动议协议》均是当事人签订的自愿协议。当事人可签订这些协定中的一个、两个或全部协定；但是，他们不得修改这些协议中的任何书写内容，原因是该法院希望确保申请的一致性。这些协议旨在鼓励当事人之间相互合作，协助以能促进经济的案件解决方案和司法效率的方式来解决问題。

支持这个促进司法效率的目标的以下组织，请求法律顾问考虑使用这些协议，作为一种能促进法律顾问之间以及同法院的交流和程序步骤的自愿方式，公平地解决他们的案件中的问題。

◆洛杉矶县律师协会诉讼部◆

◆洛杉矶县律师协会劳工与就业法律部◆

◆洛杉矶消费者律师协会◆

◆南加利福尼亚州辩护律师◆

◆商业审讯律师协会◆

◆加利福尼亚州就业律师协会◆

| | | |
|---|--------------------------|--------------------------------------|
| 律师或无律师的当事人的姓名和地址： 电话号码： 电子邮件地址（选填）： 律师代表方（姓名）： | 州律师协会编号 传真号码（选填）： | 留作加盖书记员的归档章 案件编号： |
| 加利福尼亚州高等法院，洛杉矶县 | | |
| 法庭地址： | | |
| 原告： | | |
| 被告： | | |
| 协议——早期组织会议 | | 案件编号： |

本协定的目的是鼓励当事人在诉讼初期相互合作，为当事人在有效的案件解决方案方面提供帮助。

当事人同意：

1. 当事人承诺，在签署了本协议后的 15 日内，开展一个初次会议（面对面会议，或电话会议或视频会议），*讨论并考虑是否能就以下内容达成协议：*
 - a. 是否有必要提出挑战状书的动议？如果能够通过在权利范围内做出修改来解决该问题，或者要是该法院允许留作修改的话，修改后的起诉状是否可以解决大部分或全部问题？如果不作修改，则会针对这些事宜提出抗诉。如果是这样的话，当事人同意先解决状书问题，从而在抗议中只需提出他们无法解决的问题。被告寻求在抗议中提出的问题是可经修改找到解决方案？或者是否倾向使用其他类型的动议？任一方做出的有针对性的文档或信息的自愿交换会解决该状书中的某一不定因素吗？
 - b. 初次文档的相互交换是该诉讼的“核心”。（例如，在某一雇佣案件中，与涉案行为有关的就业记录、个人档案和数据可被认为是“核心”。在某一个人伤害案件中，一份事故或警方报告、医疗记录、维修或维护记录可被认为是“核心”。）；
 - c. 互换见证人的姓名和联系信息；
 - d. 可以被用来满足某一判决的部分或全部要求，或被用来补偿或偿还应付款项以满足某一判决的任何保险协议；
 - e. 互换任何可能对便于理解、处理或案件的解决方案有帮助的其他信息，这种交换的形式应保留可经协商提出异议或特权。
 - f. 控制一些法律问题，如果在早期解决了这些问题，会促进该案件的其他阶段的效率和经济性。此外，可以在何时、以何种方式将这些问题向法庭呈递；
 - g. 是否应该或在何时应该就该案件与一位和解官员预约；要使和解讨论有意义，必须合理地做出哪些针对法律问题的证据开示或法院裁决；当事人希望使用一名在任法官还是私人中间人，或者采用“替代争议解决方案（ADR）信息包”中提到的其他可选方式，已与该起诉状一同递送了这个信息包。

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| 简称: | 案件编号: |
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- h. 损害赔偿的计算, 包括文档——没有针对披露的特权、也不受到保护, 此类计算须依据这些文档;
- i. 该案件是否适合使用加快陪审团审判程序 (访问 www.lasuperiorcourt.org 了解相关信息, 在“民事”栏下的“一般信息”栏)。
2. 辩护方对起诉状或交叉起诉状做出回应的时间被延长至 _____ (填入日期) (针对起诉状), _____ (填入日期) (针对交叉起诉状), 这包括《政府法》第 68616(b)节规定的 30 日回应时间以及《民事诉讼法》第 1054(a) 准许的 30 日, 由于有本协议提供的案件管理的好处, 民事监督法官认定有正当理由。
3. 当事人将准备一份联合报告, 报告标题为“依据初次会议及早期组织会议协议的联合状态报告”, 如果愿意, 还可准备一份建议命令, 总结他们的会面和商讨结果、向法院建议任何能在当事人的有效行为或该案件的解决方案上提供帮助的方式。当事人应将该联合状态报告附于案件管理会议 (CMC) 声明, 并且在 CMC 声明的截止日期前提交这些文档。
4. 除非另有说明, 所提到的“日”是指日历日。如果您依照本协议做出的任何举动应发生在星期六、星期日或法院节假日, 那么做出该举动的日期应被推延到下一个法院日

以下当事人协议:

| | | |
|-----------------------------|---|---------------------|
| 日期: _____ (打出或工整书写姓名) | ▶ | _____ (原告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ | _____ (被告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ | _____ (被告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ | _____ (被告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ | _____ (_____ 律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ | _____ (_____ 律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ | _____ (_____ 律师) |

| | |
|---|-------------|
| 律师或无律师的当事人的姓名和地址： 州律师协会编号 | 留作加盖书记员的归档章 |
| 电话号码： 传真号码（选填）： 电子邮件地址（选填）： 律师代表方（姓名）： | |
| 加利福尼亚州高等法院，洛杉矶县 | |
| 法庭地址： | |
| 原告： | |
| 被告： | |
| 非正式的证据开示会议 (依照双方的《证据开示解决方案协议》) | |
| | 案件编号： |

1. 本文档涉及：

- 要求召开非正式的证据开示会议
 对要求召开非正式的证据开示会议给出答复

2. 法院针对要求做出决定的截止日期：_____（填入提出要求日起 10 个日历日后的日期）。

3. 法院召开非正式的证据开示会议的截止日期：_____（填入提出要求日起 20 个日历日后的日期）。

4. 在要求召开非正式的证据开示会议的请求中，简要说明证据开示争议的性质，包括与问题有关的事实和法律论据。在针对要求召开非正式的证据开示会议给出的答复中，简要说明法院应拒绝提出的证据开示要求的原因，包括与问题有关的事实和法律论据。

| | |
|---|-------------|
| 律师或无律师的当事人的姓名和地址： 州律师协会编号 | 留作加盖书记员的归档章 |
| 电话号码： 电子邮件地址（选填）： 律师代表方（姓名）： 传真号码（选填）： | |
| 加利福尼亚州高等法院，洛杉矶县 | |
| 法庭地址： | |
| 原告： | |
| 被告： | |
| 协议——证据开示解决方案 | 案件编号： |

本协议的目的是通过填写有限的表格、与法院召开一次非正式的会议，提供一个快速、非正式的证据开示问题的解决方案，为解决这些问题提供帮助。

当事人同意：

1. 在本诉讼中的证据开示截止前，不得提交或聆讯任何证据开示动议，除非提出申请的当事人依照本协议的条款，先提出书面请求、要求召开非正式的证据开示会议。
2. 在这个非正式的证据开示会议上，法院将考虑当事人呈递的争端、决定是否可以非正式地解决这个争议。此处所述的任何内容均不会妨碍任一方在非正式的证据开示会议结束时做口头的或书面的记录。
3. 本着为所呈递的每个问题找到一个非正式的解决方案做出合理的、有诚意的努力，任一方依照以下步骤，要求召开一个非正式的证据开示会议：
 - a. 要求召开非正式的证据开示会议方将：
 - i. 在书记员的办公室填写一份已批准的表格（已附上一份该表格）、提交有关非正式的证据开示会议的要求，然后向指定部门递送一份抄件、与原件一致的副本；
 - ii. 包含一份该争端的简要总结、具体说明要求获得的救济；并且
 - iii. 依照任何经授权的或协议的递送方式送达给对方当事人，所采用的递送方式应确保对方当事人在提交后的下一个法院日之前收到这份有关非正式的证据开示会议的要求。
 - b. 对要求召开非正式的证据开示会议给出的任何答复必须：
 - i. 也在一份已批准的表格（已附上一份该表格）上填写提交；

简称:

案件编号:

- ii. 包含一份简要总结, 说明所要求的救济应该被拒绝的原因;
 - iii. 应在收到该要求两 (2) 个法院日内被提交; 并且
 - iv. 依照任何经授权的或协议的递送方式, 被送达给对方当事人, 所采用的递送方式应确保对方当事人在提交后的下一个法院日之前收到这份答复。
 - c. 将不接受任何其他状书, 包括但不限于, 证物、声明或附件。
 - d. 如果法院在要求提交后的十 (10) 日内仍未批准、也未拒绝这个有关非正式的证据开示会议的要求, 则应认为该要求已经被拒绝。如果法院针对该要求采取任何行动, 则会通知当事方有关非正式的证据开示会议的要求是被批准了还是被拒绝了, 如果该要求被批准, 这个非正式的证据开示会议的召开日期和时间必须在有关非正式的证据开示会议的要求的提交日后的二十 (20) 日内。
 - e. 如果未在有关非正式的证据开示会议的要求提交后的二十 (20) 日内召开该会议, 除非当事方和法院同意延期, 这个有关非正式的证据开示会议的要求应被认为在当时就已被拒绝。
4. 如果 (a) 该法院拒绝了某一会议, 或 (b) 上述任一截止日期已经过了、但法院并未采取任何行动, 或 (c) 该争端在非正式的证据开示会议结束时未得到解决, 那么任一当事方可提交一份证据开示动议, 解决未解决的问题。
5. 当事方特此进一步同意, 自有关非正式的证据开示会议的要求的提交之日起, 在迫使某一动议发生上所花的时间或其他证据开示动议被暂缓, 直到 (a) 该要求被拒绝或被认为拒绝, 或 (b) 有关非正式的证据开示会议的要求的提交后的二十 (20) 日, 两者较早出现的一个, 除非有法院命令可延期。

当事人理解并有这样的意图——针对其适用的各个证据开示争端, 该协议应构成一份书面文字, 在《民事诉讼法》第 2030.300(c)、2031.320(c)、2033.290(c) 节的权限范围之内, 记录“提议 [或需求或要求] 方及响应方已经以书面形式同意的一个将来的具体日期”。

6. 此处的任何内容均不会妨碍任一方申请单方、获得恰当的救济, 包括有关缩短某一待聆讯的涉及证据开示的动议的等待时间的命令。
7. 任一方可通过提前二十一 (21) 日发出通知, 表明希望终止该协议, 来终止这份协议。
8. 除非另有说明, 所提到的“日”是指日历日。如果您依照本协议做出的任何举动应发生在星期六、星期日或法院节假日, 那么做出该举动的日期应被推延到下一个法院日。

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| 简称: | 案件编号: |
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以下当事人协议:

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|-----------------------------|-----------------------|
| 日期: _____ (打出或工整书写姓名) | ▶ _____ (原告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ _____ (被告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ _____ (被告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ _____ (被告律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ _____ (_____ 律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ _____ (_____ 律师) |
| 日期: _____ (打出或工整书写姓名) | ▶ _____ (_____ 律师) |

| | | |
|---|---------|-------------|
| 律师或无律师的当事人的姓名和地址： 电话号码： 电子邮件地址（选填）： 律师代表方（姓名）： | 州律师协会编号 | 留作加盖书记员的归档章 |
| 传真号码（选填）： 加利福尼亚州高等法院，洛杉矶县 | | |
| 法庭地址： | | |
| 原告： | | |
| 被告： | | |
| 协议及命令——防止偏见动议 | | 案件编号： |

本协议的目的是通过不懈努力来明确并讨论此类问题、填写有限的表格，提供快速、非正式的证据问题的解决方案。

当事人同意：

1. 至少在最终状态会议前_____日，各方会向所有对方提供一份清单，其中包含一个解释各个提出的防止偏见动议的段落。每一段解释说明必须指明单独的一个提出的防止偏见动议的内容以及提出的动议所基于的理由。

2. 当事人随后将会面、商讨所有有关提出的防止偏见动议的事宜，可以是当面的，也可以是电话会议或视频会议。在会面商讨期间，当事人将决定：
 - a. 当事人是否可以针对任何提出的动议制定规则。如果当事人可以制定规则，他们可向法院提交一份协议及建议命令。

 - b. 是否可以以一份简短的联合问题说明形式来简要介绍并提交任何提出的动议。针对可以使用一份简短的联合问题说明来解决的各个动议，必须在最终状态会议前 20 日向法院提交一份简短的联合问题说明。每一方在这个简短的联合问题说明中所占部分不可超过三页。当事人将会面商讨，就互换当事人在简短的联合问题说明中各自的部分的日期和形式、提交简短的联合问题说明的流程达成协议。

3. 提交的防止偏见动议若不是任一协议的主题，或未使用一份简短的联合问题说明简要介绍这些提交的防止偏见动议，将依照《加利福尼亚州法院规则》和《洛杉矶高等法院规则》简要介绍所有这些防止偏见动议。

| | |
|-----|-------|
| 简称: | 案件编号: |
|-----|-------|

以下当事人协议:

| | | | |
|-----|-------------|---|-----------|
| 日期: | _____ | ▶ | _____ |
| | (打出或工整书写姓名) | | (原告律师) |
| 日期: | _____ | ▶ | _____ |
| | (打出或工整书写姓名) | | (被告律师) |
| 日期: | _____ | ▶ | _____ |
| | (打出或工整书写姓名) | | (被告律师) |
| 日期: | _____ | ▶ | _____ |
| | (打出或工整书写姓名) | | (被告律师) |
| 日期: | _____ | ▶ | _____ |
| | (打出或工整书写姓名) | | (_____律师) |
| 日期: | _____ | ▶ | _____ |
| | (打出或工整书写姓名) | | (_____律师) |
| 日期: | _____ | ▶ | _____ |
| | (打出或工整书写姓名) | | (_____律师) |

该法院命令如此。

| | |
|-----------|-------|
| 日期: _____ | _____ |
| | 司法官员 |



加利福尼亚州高等法院，洛杉矶县

替代争议解决方式（ADR） 信息包

原告必须在送达起诉状的同时，将该 ADR 信息包送达给每位被告。

交叉起诉人必须在送达交叉起诉状的同时，给在该诉讼中被指名的任何新的当事人送达本 ADR 信息包。

ADR 是什么？

ADR 可帮助人们在不必经过审判程序的情况下找到他们的法律纠纷的解决方案。ADR 的主要类型有谈判、调解、仲裁和和解会议。通过电话或电脑进行的 ADR 可被称作在线争议解决方式（ODR）。这些诉讼和审判的“替代方式”如下所述。

ADR 的好处

- **节省时间：**ADR 比经过审判程序更快。
- **节省金钱：**当事人可省下法院费用、律师费和见证人费用。
- **使当事人保留控制权：**由当事人选择他们的 ADR 程序以及自愿 ADR 的提供者。
- **减轻压力/保护隐私：**ADR 是在私人办公室内，通过电话或在线，在法庭之外的地方进行。

ADR 的劣势

- **费用：**如果当事人未能解决他们的争议，他们可能需要为 ADR 以及诉讼和审判付费。
- **无公开审判：**ADR 不提供公开审判，也没有法官或陪审团的决定。

ADR 的主要类型：

1. **谈判：**当事人会经常针对利用和解协议（而非审判）解决他们的案件进行面对面或者通过电话或在线方式互相交谈。如果当事人有律师，他们也可为他们的委托人谈判。
2. **调解：**在调解过程中，一名中立的“中间人”会聆听各方当事人担心的问题，帮助评估他们各自在案件中的强弱之处，并且与当事人合作，努力制定一份所有人都可接受的和解协议。中间人不就结果做出决定。如果当事人决定不和解，他们还可进入审判程序。

调解可能比较恰当的情况有：当事人

- 希望努力找到解决方案，但需要中立的个人的帮助。
- 有可干扰达成解决方案的沟通问题或强烈的情绪。

调解可能不恰当的情况有：当事人

- 希望有公开审判，并且希望法官或陪审团就结果做出决定。
- 缺少平等商讨的实力，或者有身体/情绪虐待的历史。

如何在洛杉矶县安排调解

民事案件的调解是自愿的，当事人可按照他们的意愿选择任一中间人。可选项目有：

a. 民事调解供应商资源清单

当事人可联系这些组织，以申请“资源清单调解”，以获得费用较低或者免费（针对特定案件）的面对面或 ODR（通过电话或在线）调解。

- JAMS, Inc.: 案件管理人 (213) 253-9776 mdawson@jamsadr.com
- 洛杉矶调解中心: 案件管理人: (833) 476-9145 info@mediationLA.org

这些组织无法接受每一起案件，他们可自行决定拒收案件。

请在联系他们之前访问 www.lacourt.org/ADR.Res.List，以了解重要信息和常见问题。

注：本服务对家庭法、遗嘱或小额索赔案件不可用。

b. 洛杉矶县争议解决计划

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

- 免费，小额索赔案件审判当日在法庭的调解，不合法的留居（驱逐），以及斯坦利·莫斯克法庭的有限民事案件。无需预约。
- 为属于其他案件类型的人在审判之日前提供免费或低价调解。
- 关于通过电话或电脑以 ODR 方式审判的小额索赔或不合法的留居（驱逐）案件，在审判之日前访问

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

c. 可在互联网上找到提供调解的中间人和 ADR 和律师协会组织。

3. **仲裁**：仲裁没有审判正式，但与审判相似，案件当事人会向决定结果的个人呈递证据和论据。在“有约束力”的仲裁中，该仲裁人的决定是最终的；没有获得审判的权利。在“没有约束力”的仲裁中，任一方均可在仲裁人做出决定后要求审判。如需了解更多关于仲裁的信息，可访问

<http://www.courts.ca.gov/programs-adr.htm>

4. **强制性和解会议（MSC）**：须按法院命令召开 MSC，通常是在临近审判日召开。案件当事人会与法官或和解官见面，这名法官或和解官并不做出决定，而是会协助当事人评估案件的强弱之处，协助他们进行和解谈判。如需了解更多关于该法院针对民事案件的 MSC 计划，可访问：

www.lacourt.org/division/civil/settlement

洛杉矶高等法院 ADR 网站：www.lacourt.org/division/civil/settlement

如需了解关于 ADR 的一般信息和视频，可访问 <http://www.courts.ca.gov/programs-adr.htm>