

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Sep-13-2018 9:26 am

Case Number: CGC-18-569688

Filing Date: Sep-13-2018 9:23

Filed by: BOWMAN LIU

Image: 06493962

COMPLAINT

ERIC ALEXANDER VS. RACHEL WHETSTONE ET AL

001C06493962

**Instructions:**

Please place this sheet on top of the document to be scanned.

**SUMMONS  
(CITACION JUDICIAL)**

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

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

Rachel Whetstone, an individual; and Does 1-10

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

Eric Alexander

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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): **San Francisco Superior Court**  
400 McAllister Street  
San Francisco, CA 94102-4514

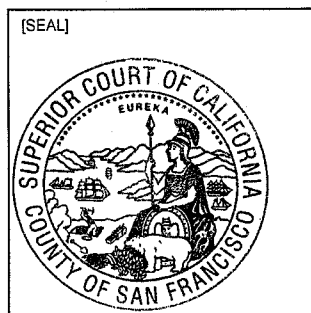
CASE NUMBER:  
(Número del Caso): **CGC-18-569688**

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):  
**John Potter, Quinn Emanuel Urquhart & Sullivan, 50 California Street, 22nd Floor, San Francisco, CA 94111**

DATE: **SEP 13 2018** DEPUTY CLERK Clerk, by *Bowman Liu* Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

**BOWMAN LIU**



**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):

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP  
2 John Potter (Bar No. 165843)  
3 johnpotter@quinnemanuel.com  
4 Victoria Parker (Bar No. 290862)  
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14 *Attorneys for Plaintiff Eric Alexander*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SAN FRANCISCO

15 ERIC ALEXANDER,  
16 Plaintiff,  
17 v.  
18 RACHEL WHETSTONE, an individual; and  
19 DOES 1-10,  
20 Defendants.

CASE NO. **CGC-18-569688**  
**COMPLAINT FOR DAMAGES:**  
**1. Breach of Contract**  
**DEMAND FOR JURY TRIAL**

21 Plaintiff Eric Alexander alleges the following against Defendant Rachel Whetstone:

22 **NATURE OF THE CASE**

- 23
- 24 1. Mr. Alexander served with distinction as Uber's Head of Business Development,  
25 Asia from July 14, 2014 through June 6, 2017.
  - 26 2. During his tenure with Uber, an Uber Driver in New Delhi, India, raped a fare  
27 paying passenger. Confronted with both criminal and civil liability stemming from the rape, Uber  
28

**FILED**  
Superior Court of California  
County of San Francisco  
**SEP 13 2018**  
CLERK OF THE COURT  
BY: *[Signature]* Deputy Clerk  
**BOWMAN LIU**

1 Technologies, Inc.'s Legal Department in San Francisco, California, directed Mr. Alexander, who  
2 was then in New Delhi, to coordinate, manage, and execute on Uber's legal strategy in response to  
3 the attack. Mr. Alexander performed this responsibility on behalf of the Legal Department with  
4 exceptional skill and professionalism. Far from being unsympathetic to the rape victim, Mr.  
5 Alexander pressed for Uber's full cooperation in the ensuing law enforcement investigation – a  
6 position that was met with stiff opposition from certain individuals within Uber. In the end, Mr.  
7 Alexander's personal cooperation and testimony played a substantial role in the successful  
8 prosecution and resulting conviction of the Uber driver. Upon the conclusion of the trial, the  
9 Indian prosecutor remarked that Mr. Alexander's cooperation was instrumental in the conviction  
10 of the driver.

11 3. Defendant Rachel Whetstone served as Uber's Senior Vice President of  
12 Communications and Public Policy from approximately June 2015 through approximately April  
13 2017, and thereafter as a consultant to Uber. During this period, Ms. Whetstone harbored deep  
14 seated personal animosity against Mr. Alexander over his perceived higher status within Uber, as  
15 well as Mr. Alexander's repeated efforts to curtail Ms. Whetstone's ongoing racist comments  
16 (culminating in Mr. Alexander's public rebuke of Ms. Whetstone in front of another Uber officer).  
17 Given the contentious relationship between the parties, upon her severance from Uber, Ms.  
18 Whetstone took the unusual step of insisting on a reciprocal non-disparagement clause that  
19 specifically referenced Mr. Alexander by name. Ms. Whetstone thereafter proceeded to violate  
20 that clause by spreading false and misleading and/or disparaging information about Mr.  
21 Alexander's response to the rape in India. Ms. Whetstone's derogatory statements were made in  
22 direct violation of the non-disparagement clause to which she agreed upon the end of her  
23 employment with Uber.

24 4. As a direct result of Ms. Whetstone's disparaging and grossly misleading  
25 statements, Mr. Alexander's employment was terminated; his reputation was destroyed; and he  
26 suffered significant financial consequences.

27  
28



1           12.     Through tireless and effective effort, Mr. Alexander became an integral member of  
2 Uber's top executive team. As such, Mr. Alexander contributed to Uber's growth in new markets  
3 and, ultimately, Uber reaching a \$70 billion valuation.

4           13.     Mr. Alexander performed his duties and responsibilities in an exemplary manner as  
5 evidenced by his outstanding performance evaluations and frequent bonuses. Mr. Alexander was  
6 loyal to Uber throughout his employment and endeavored at all times to act in the best interests of  
7 the company.

8 Alexander Is Authorized To Act On Behalf Of Uber In The India Rape Case

9           14.     On or around December 5, 2014 an Uber fare paying passenger (referred to herein  
10 as "Jane Doe") in New Delhi, India reported to police that she was raped by the driver of her Uber  
11 ride, Shiv Kumar Yadav ("Yadav"). Mr. Alexander was in New Delhi at the time of the rape to  
12 attend the Economic Times Corporate Award Ceremony on behalf of Uber.

13           15.     Following the Jane Doe rape, Uber's Legal Department in San Francisco worked  
14 closely with Mr. Alexander in responding to the ramifications emanating from the rape in India.  
15 Mr. Alexander's actions in responding to the Jane Doe rape were undertaken pursuant to the  
16 direction of the Legal Department. Uber's Legal Department directed Mr. Alexander to work with  
17 Uber's General Counsel for Southeast Asia to obtain outside counsel to evaluate Uber's legal  
18 exposure. As a result, Uber retained the Khaitan & Co. ("Khaitan") law firm and other legal  
19 advisers.

20           16.     Consistent with the Legal Department's directives, Mr. Alexander represented Uber  
21 in a meeting with the New Delhi police on or around December 9, 2014. During that meeting, the  
22 New Delhi police requested that Uber turn over records that were potentially relevant to the rape  
23 investigation, including route information as well as any prior customer service complaints against  
24 Yadav. Mr. Alexander viewed this request as entirely reasonable and appropriate.

25           17.     Uber maintained records of customer complaints about its drivers, including,  
26 notably, about Yadav. In fact, just days prior to the rape, Uber received three customer complaints  
27 from female passengers describing Yadav as "scary" and "threatening." One of the complaints  
28 stated words to the effect of the following: "[Yadav] should not be allowed to drive women."

1 18. Notwithstanding Mr. Alexander's belief that the prior complaints about Yadev  
2 represented highly probative evidence, Uber did not provide the reports to the New Delhi  
3 authorities.

4 19. After learning that it would be difficult for New Delhi authorities to convict Yadev  
5 without Uber's records, Mr. Alexander proposed creating a map that would illustrate Yadev's  
6 route before, during, and after the ride in question.

7 20. Mr. Alexander developed grave concerns that Uber was not going to provide the  
8 route map to the authorities investigating the Jane Doe rape. In light of those concerns, Mr.  
9 Alexander elevated the matter directly to Uber's then-Chief Executive Officer, Travis Kalanick.  
10 Mr. Kalanick fully supported Mr. Alexander's recommendation to cooperate with the local  
11 authorities investigating the rape. Mr. Kalanick authorized Mr. Alexander to provide a route map  
12 to law enforcement.

13 21. Mr. Alexander created a route map depicting Yadev's whereabouts on the night of  
14 the rape. With Mr. Kalanick's approval, Mr. Alexander provided this route map to the New Delhi  
15 authorities.

16 22. Mr. Alexander testified for the prosecution at Yadev's trial. He introduced a route  
17 map that linked Yadev to the victim and established that Yadev had taken the victim to a secluded  
18 area during the time of the rape. Yadev was convicted on October 20, 2015. He was sentenced to  
19 life in prison.

20 23. Mr. Alexander's cooperation in the investigation was important for the successful  
21 prosecution of Yadev. In fact, the prosecutor stated that Mr. Alexander's cooperation played an  
22 instrumental role in Yadev's conviction.

23 24. Mr. Alexander performed his work on the Jane Doe matter properly, ethically and  
24 professionally.

25 Alexander Is Instructed To Obtain The Criminal Case File

26 25. While the criminal prosecution of the driver was pending, Jane Doe filed a civil suit  
27 against Uber in the United States seeking significant monetary damages. Acting on behalf of  
28 Uber's Legal Department, Mr. Alexander enlisted the Khaitan lawyers to obtain a copy of the

1 criminal case file to assist Uber in formulating a response to the civil action. The Khaitan lawyers  
2 obtained and gave Mr. Alexander a paper copy of this file. This case file, which was  
3 approximately two inches thick and written primarily in Hindi (which Mr. Alexander does not  
4 speak or read) contained Jane Doe's medical records.

5         26. Mr. Alexander was acting properly and at the direction of Uber's Legal Department  
6 in obtaining the case file. Mr. Alexander paid no bribes to get Jane Doe's case file; indeed, as far  
7 as Mr. Alexander knew (then or now), the file was lawfully obtained by Uber's lawyers. Mr.  
8 Alexander never treated this file in a "cavalier" fashion.

9 Whetstone Displays Antagonistic Behavior Towards Alexander

10         27. During their time working together, Ms. Whetstone and Mr. Alexander developed a  
11 fractious and contentious working relationship. Much of the discord stemmed from Ms.  
12 Whetstone's professional jealousy. She correctly perceived that Mr. Alexander was a trusted  
13 adviser of Uber's then-CEO; a status she coveted but never achieved.

14         28. In addition to this dynamic, Mr. Alexander repeatedly took exception to Ms.  
15 Whetstone's well-known propensity to make racist remarks in the workplace. On multiple  
16 occasions during discussion about Uber's business operations in China, Ms. Whetstone made a  
17 slew of derogatory and racist comments. Among other racist comments, Ms. Whetstone stated  
18 that the Chinese "cannot be trusted," "they do not play by the rules" and "I hate dealing with the  
19 Chinese." Mr. Alexander found Ms. Whetstone's comments to be highly objectionable. Mr.  
20 Alexander told Ms. Whetstone that she should refrain from making these racist comments.

21         29. Ms. Whetstone's racist comments continued unabated in India. The matter came to  
22 a head during a discussion with an Uber executive in New Delhi. During this discussion, Mr.  
23 Alexander rebuked Ms. Whetstone for making a racist comment about Indians. Mr. Alexander  
24 called Ms. Whetstone a "racist" in the presence of another Uber executive. Later that day, Mr.  
25 Alexander told Mr. Kalanick that he had publicly branded Ms. Whetstone as a racist and that Mr.  
26 Kalanick should expect a call from Ms. Whetstone complaining about the incident.

27         30. Ms. Whetstone again made racist statements during a meeting on February 14,  
28 2017 in Uber's San Francisco offices with a number of Uber's top executives. During that



1 meeting, Ms. Whetstone stated words to the effect of “I have never understood black people, and  
2 they do not understand me. That is why I don’t have a lot of them on my team.” The executives  
3 in the room were taken aback by Ms. Whetstone’s overtly racist comment and her self-described  
4 racist hiring practices.

5       31. Ms. Whetstone’s animosity towards Mr. Alexander was evident even prior to the  
6 disparaging and libelous statements set forth in this complaint. In late January 2015, Mr.  
7 Alexander attended the World Economic Conference in Davos, Switzerland on behalf of Uber.  
8 Ms. Whetstone publicly confronted Mr. Alexander, asserting that he “stole Jane Doe’s medical file  
9 from the hospital” and “bribed people in India to get the victim’s medical file.” These scurrilous  
10 accusations were completely unfounded. Mr. Alexander told Ms. Whetstone that her accusations  
11 were false.

12       32. Later, Ms. Whetstone told a senior Uber executive that she was going to “ruin  
13 Eric’s career” by telling former United States Attorney General, Eric Holder, who was then  
14 conducting an internal investigation for Uber’s Board of Directors, that “Eric bribed people and  
15 stole Jane Doe’s medical records.” These defamatory statements were patently false and, upon  
16 information and belief, Ms. Whetstone knew them to be false.

17 Whetstone Agrees To A Non-Disparagement Agreement Naming Alexander

18       33. Upon information and belief: Ms. Whetstone left her position as Uber’s Senior  
19 Vice President of Communications and Public Policy in April 2017 pursuant to a severance  
20 agreement. Given the long-standing fractious relationship between Ms. Whetstone and Mr.  
21 Alexander, Ms. Whetstone insisted upon a non-disparagement clause in the severance agreement  
22 that precluded Ms. Whetstone and Mr. Alexander from disparaging each other. Ms. Whetstone  
23 and an agent of Uber executed the severance agreement.

24 Whetstone Disparages Alexander

25       34. Upon information and belief: shortly before June 7, 2017, Ms. Whetstone  
26 conveyed to Eric Newcomer of Bloomberg and/or Kara Swisher of Recode, among other news  
27 reporters, that Mr. Alexander had acted improperly in responding to the Jane Doe rape. In her  
28 efforts to smear Mr. Alexander, Ms. Whetstone depicted Mr. Alexander as a rogue employee

1 investigating the matter without authority and as callous to the victim, while even suggesting that  
2 the victim's medical files were obtained illegally.

3 35. Upon information and belief: Ms. Whetstone provided Mr. Newcomer and/or Ms.  
4 Swisher and other reporters with a grossly unfair and fundamentally misleading account of Mr.  
5 Alexander's involvement in the Jane Doe rape case. Ms. Whetstone did not share with the  
6 reporters that Mr. Alexander had insisted on cooperating fully with the Indian authorities. Ms.  
7 Whetstone did not disclose that Mr. Alexander in fact personally cooperated with the authorities,  
8 including his provision of a route map and testimony that was instrumental to Yadev's conviction.  
9 Ms. Whetstone also did not share that Mr. Alexander was acting at the direction of and in concert  
10 with Uber's Legal Department in responding to the Jane Doe rape. As a result of Ms. Whetstone's  
11 purposeful omission of these and other salient facts, the ensuing media reports provided an  
12 incomplete and grossly misleading account of Mr. Alexander's involvement in the Jane Doe  
13 incident.

14 36. On or about June 6, 2017, Mr. Alexander received an email from Mr. Newcomer,  
15 stating he was working on a story and wanted Mr. Alexander to comment on it. Mr. Newcomer  
16 stated he had heard that Mr. Alexander had obtained a copy of Jane Doe's medical report and that  
17 he used it in meetings as evidence that Jane Doe had not been physically raped because there was  
18 a lack of physical damage. Mr. Newcomer said he was told Mr. Alexander had treated the report  
19 "cavalierly" and suggested the rape was part of a competitor's conspiracy.

20 37. Mr. Alexander immediately forwarded Mr. Newcomer's email to Uber's Global  
21 Public Policy and Communications Director and General Counsel, as he was required to do by  
22 Uber policy and practice. Mr. Alexander stated in the email that he found Mr. Newcomer's email  
23 "super disturbing." He voiced his concern about the misrepresentation of the facts contained in the  
24 email. Mr. Alexander further stated that he was very concerned about the damage to Uber,  
25 himself, and his reputation. Mr. Alexander added the following: "This is the second time this has  
26 happened and I'm very concerned about the source of these false stories. I am not certain where  
27 this keeps coming from but I fear that Rachel Whetstone's past bias and judgement against me (in  
28

1 particular the India situation which she accused me of many things multiple times) could be a  
2 factor here.”

3 38. Although Mr. Alexander had, at all times been acting at the direction of Uber’s  
4 Legal Department and, upon information and belief, the General Counsel knew that Mr. Alexander  
5 has been asked by senior executives to obtain the Jane Doe case file and had been given the case  
6 file by Uber’s Indian counsel, Uber did nothing to set the record straight. Instead, Uber’s General  
7 Counsel and Deputy General Counsel telephoned Mr. Alexander approximately thirty minutes  
8 after he had forwarded Mr. Newcomer’s email and terminated his employment with Uber.

9 39. The following day, June 7, 2017, Recode and Bloomberg published two articles  
10 (authored by Ms. Swisher and Mr. Newcomer) about the Jane Doe rape case. The articles falsely  
11 conveyed or implied that Mr. Alexander acted improperly in responding to the Jane Doe rape; that  
12 Mr. Alexander had obtained the medical records illegally; that Mr. Alexander took little care in his  
13 treatment of the medical records; and that Mr. Alexander believed the rape had been orchestrated  
14 by an Uber competitor. None of this was true.

15 40. In the weeks and months that followed the June 7, 2017 publications, the false and  
16 misleading information contained within those articles was republished on multiple occasions,  
17 including but not limited to articles published by Ms. Swisher of Recode on June 11, 2017 and  
18 May 16, 2018. Upon information and belief, Ms. Whetstone caused the republication by  
19 continuing to contact the press regarding Mr. Alexander.

20 **FIRST CAUSE OF ACTION**

21 **BREACH OF CONTRACT**

22 41. Mr. Alexander realleges and incorporates herein paragraphs 1 through 40 of this  
23 Complaint as though fully set forth.

24 42. Upon information and belief, defendant Rachel Whetstone and Uber entered into a  
25 severance agreement containing a non-disparagement clause providing that Ms. Whetstone would  
26 not disparage Plaintiff Eric Alexander, and in return Mr. Alexander would not disparage Ms.  
27 Whetstone.

28



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
John Potter (Bar No. 165843)  
Quinn Emanuel Urquhart & Sullivan LLP  
50 California Street, 22nd Floor  
San Francisco, California 94111  
TELEPHONE NO.: (415) 875-6600 FAX NO.: (415) 875-6700  
ATTORNEY FOR (Name): Plaintiff Eric Alexander

FOR COURT USE ONLY

**FILED**  
Superior Court of California  
County of San Francisco

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco  
STREET ADDRESS: 400 McAllister Street  
MAILING ADDRESS: 400 McAllister Street  
CITY AND ZIP CODE: San Francisco, CA 94102-4514  
BRANCH NAME: Civic Center Courthouse

SEP 13 2018

CLERK OF THE COURT

BY: *[Signature]* Deputy Clerk  
**BOWMAN LIU**

CASE NAME:  
Alexander v. Whetstone, et al.

CASE NUMBER:  
**CGC-18-569688**

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)  
**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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:
- |  |   |  |
|--|---|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><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): One
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: 9/13/18  
John Potter  
(TYPE OR PRINT NAME)

*[Signature]*  
(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.