

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

**Document Scanning Lead Sheet**

Jan-02-2015 11:46 am

Case Number: CGC-15-543470

Filing Date: Jan-02-2015 11:43

Filed by: ROSSALY DELAVEGA

Juke Box: 001 Image: 04741060

COMPLAINT

**AMERICAN EXPRESS CENTURION BANK, A UTAH STATE VS. ROSS PICCININI  
ET AL**

001C04741060

**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):**

Ross Piccinini, aka Ross D Piccinini, an individual; Does 1 through 20, inclusive.

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

American Express Centurion Bank, a Utah state chartered bank

**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):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO  
400 MCALLISTER STREET, ROOM 103, SAN FRANCISCO CA 94102

Case Number:  
(Número de Caso)

15-54347U

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):

Lina M. Michael (Bar # 237842)  
MICHAEL & ASSOCIATES, PC 555 St. Charles Drive, Suite 204, Thousand Oaks, CA 91360

Fax No.: (805) 379-8525

Phone No.: (805) 379-8505

DATE: JAN 02 2015

**CLERK OF THE COURT**

Clerk, by  
(Secretario)

DE LA VEGA-NAVARRO, ROSARIO

Deputy  
(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 416.20 (defunct corporation)  
 CCP 416.40 (association or partnership)  
 other (specify):

CCP 416.60 (minor)  
 CCP 416.70 (conservatee)  
 CCP 416.90 (authorized person)

4.  by personal delivery on (date):



1 Lina M. Michael, Esq.; SBN: (237842)  
2 Brian P. McGurk, Esq.; SBN: (250091)  
3 Christina Rymsza, Esq.; SBN: (233631)  
4 **MICHAEL & ASSOCIATES, PC**  
5 555 St. Charles Drive, Suite 204  
6 Thousand Oaks, California 91360  
7 Telephone: (805) 379-8505  
8 Facsimile: (805) 379-8525

9 Attorneys for Plaintiff,  
10 American Express Centurion Bank  
11 Our File Number: 14107577

FILED  
Superior Court of California  
County of San Francisco  
JAN 02 2015  
CLERK OF THE COURT  
By: *John Clark*  
*John Clark*  
Notary, Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF SAN FRANCISCO**

9 **LIMITED CIVIL CASE CGC-15-54347U**

10 American Express Centurion Bank, a Utah  
11 State Chartered Bank,

12 Plaintiff,

13 vs.

14 Ross Piccinini, aka Ross D Piccinini, an  
15 individual; Does 1 through 20, inclusive.

16 Defendants.

17 ) Case No.: CGC-15-5434 U

18 ) **COMPLAINT FOR DAMAGES**

- 19 ) 1. Common Counts: Book Account,  
20 ) Account Stated  
21 ) 2. Common Counts: Book Account,  
22 ) Account Stated  
23 ) 3. Quantum Meruit-Reasonable Value

24 ) **PRAYER AMOUNT: \$14,674.75**

25 Plaintiff alleges as follows:

26 **GENERAL ALLEGATIONS**

27 1. At all times herein mentioned, Plaintiff, American Express Centurion Bank, a Utah State  
28 chartered bank, (hereinafter "AMEX"), is incorporated under Utah State law as a chartered bank  
and is duly licensed and authorized to engage in business and is engaged in the doing of business  
by virtue of the laws and regulations of the State of California.

1 Plaintiff is informed and believes and thereon alleges that at all times mentioned herein,  
2 Defendant, Ross Piccinini, aka Ross D Piccinini, an individual (hereinafter "Ross Piccinini") is  
3 or was a resident of and living in the State of California, County of San Francisco.

4 ///

1       3. The true names and capacities, whether individual, corporate, associates, or otherwise, of  
2 the Defendant herein designated as Does 1 through 20, inclusive, are unknown to Plaintiff and  
3 Plaintiff will ask leave of Court to amend this Complaint to show the true names and capacities  
4 when said names are ascertained.

5       4. The obligations and claims sued upon herein were made and entered into and are due and  
6 payable in the above-mentioned judicial district and/or county of the State of California, and are  
7 not subject to the provisions of Sections 1812.10 and 2984.4 of the California Civil Code,  
8 Section 395(b) of the California Code of Civil Procedure.

9       5. At all times herein mentioned, the Defendants, and each of them (hereinafter  
10 "Defendants"), were agents and/or employees and or joint ventures of the other Defendants, and  
11 were acting within the course and scope of such agency and/or employment and or joint ventures  
12 at the time of the claim asserted herein.

13       6. Defendant, Ross Piccinini applied for and was issued an American Express Green Card  
14 (hereinafter "Green Card") currently ending in 1000 for the purposes of obtaining goods and/or  
15 services, and/or cash advances from any person who accepts the Card.

16       7. Within the past two (2) years, Plaintiff and Defendant had financial transactions, wherein  
17 Plaintiff lent money to Defendant on the Green Card currently ending in 1000, at Defendant's  
18 request.

19       8. Plaintiff kept a written accounting of the debits and credits involved in the financial  
20 transactions. Defendant became indebted to Plaintiff on an open book account in writing for  
21 money due as a result of the financial transactions on the Green Card currently ending in 1000.

22       9. Defendant, Ross Piccinini applied for and was issued an Blue Sky from American  
23 Express (hereinafter "Blue Card") currently ending in 1006, for the purposes of obtaining goods  
24 and/or services, and/or cash advances from any person who accepts the Card.

25       10. Within the past two (2) years, Plaintiff and Defendant had financial transactions, wherein  
26 Plaintiff lent money to Defendant on the Blue Card currently ending in 1006, at Defendant's  
27 request.

28       ///

11. Plaintiff kept a written accounting of the debits and credits involved in the financial transactions. Defendant became indebted to Plaintiff on an open book account in writing for money due as a result of the financial transactions on the Blue Card currently ending in 1006.

## **FIRST CAUSE OF ACTION**

## **COMMON COUNTS**

**COUNT 1**

(Open Book Account as to all Defendants)

12. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 11, inclusive, as though set forth fully at length.

13. As of the statement date, November 23, 2014, there was an outstanding balance in the amount of \$11,434.53. Plaintiff has since made an adjustment in the amount of \$10.00.

Defendant became indebted to Plaintiff in the sum of \$11,424.53, for a balance due on a book account in writing for money lent by Plaintiff to Defendant at Defendant's request. No part of said sum has been paid, although demand for payment has been made. There is now due, owing and unpaid the sum of \$11,424.53. Attached hereto and incorporated hereat as **Exhibit "A"** is a true and correct copy of the Green Card statement for the Card ending in 1000 with the closing date November 23, 2014.

## **COUNT 2**

**(Account Stated as to all Defendants)**

14. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 11, inclusive, as though set forth fully at length.

15. Plaintiff's records reflect that it transmitted monthly billing statements to Defendant at the address provided by Defendant. Defendant promised to pay Plaintiff the amounts listed on the monthly billing statements by keeping and utilizing the Green Card.

16. By failing to object to the amount due and owing on the monthly billing statements, Defendant manifested his/her agreement that the amount listed on the statements was correct. Attached hereto and incorporated hereat as **Exhibit "A"** is a true and correct copy of the Green Card statement for the Card ending in 1000 with the closing date of November 23, 2014.

## **SECOND CAUSE OF ACTION**

## **COMMON COUNTS**

**COUNT 1**

(Open Book Account as to all Defendants)

17. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 11, inclusive, as though set forth fully at length.

7 18. As of the statement date, November 25, 2014, there was an outstanding balance of  
8 \$3,260.22. Plaintiff has since made an adjustment in the amount of \$10.00. Defendant became  
9 indebted to Plaintiff in the sum of \$3,250.22, for a balance due on a book account in writing for  
10 the money lent by Plaintiff to Defendant at Defendant's request. No part of said sum has been  
11 paid, although demand for payment has been made. There is now due, owing and unpaid the sum  
12 of \$3,250.22. Attached hereto and incorporated hereat as **Exhibit "B"** is a true and correct copy  
13 of the Blue Card statement for the Card ending in 1006 with the closing date of November 25,  
14 2014.

## **COUNT 2**

**(Account Stated as to all Defendants)**

19. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 11, inclusive, as though set forth fully at length.

20. Plaintiff's records reflect that it transmitted monthly billing statements to Defendant at the address provided by Defendant. Defendant promised to pay Plaintiff the amounts listed on the monthly billing statements by keeping and utilizing the Blue Card.

21. By failing to object to the amount due and owing on the monthly billing statements, Defendant manifested his/her agreement that the amount listed on the statement was correct. Attached hereto and incorporated hereat as **Exhibit "B"** is a true and correct copy of the Blue Card statement for the Card ending in 1006 with the closing date of November 25, 2014.

111

111

111

### **THIRD CAUSE OF ACTION**

(Quantum Meruit-Reasonable Value as to all Defendants)

22. Plaintiff realleges and incorporates herein by reference the allegations set forth in paragraphs 1 through 11, inclusive, as though fully set forth in full hereat.

23. At the special request of Defendant, Plaintiff lent money and rendered services to Defendant or on behalf of Defendant, for which Defendant promised to repay Plaintiff.

24. Neither Plaintiff nor Defendant had the expectation that the money lent or services rendered by Plaintiff, were gratuitous.

25. At all times mentioned herein, \$14,674.75 was and is, the reasonable value for the money lent and services rendered by Plaintiff.

26. Defendant has failed to pay the entire reasonable value agreed upon, notwithstanding Plaintiff's demand thereof. There is now due, owing and unpaid, the sum of \$14,674.75.

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. For the sum of \$14,674.75;
  2. For costs of suit herein; and
  3. For such other and further relief as the Court may deem just and proper.

DATE: December 22, 2014

MICHAEL & ASSOCIATES, P.C.

By:

~~LINA M MICHAEL~~  
Attorney for Plaintiff

**EXHIBIT "A"**



# American Express® Green Card

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ROSS PICCININI

Closing Date 11/23/14

Next Closing Date 12/24/14

Account Ending 1000

## New Balance

**\$11,434.53**

## Minimum Payment Due

**\$2,581.78**

Includes the past due amount of \$2,483.78

## Payment Due Date

**12/18/14‡**

**‡ Late Payment Warning:** If you do not pay your Minimum Payment Due, you may have to pay a late fee of up to \$37.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...

You will pay off the Pay Over Time balance shown on this statement in about...

And for the Pay Over Time balance you will pay an estimated total of...

Only the Minimum Payment Due

21 years

\$22,314

If you would like information about credit counseling services, call 1-888-733-4139.

→ See page 2 for important information about your account.

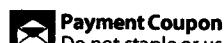
▼ Your account is past due.

→ See Page 5 for Important Changes to Your Account Terms

→ See Page 7 for Important Changes to Your Agreement for Transferring Funds Electronically

*Continued on Page 3*

↓ Please fold on the perforation below, detach and return with your payment ↓



### Payment Coupon

Do not staple or use paper clips



### Pay by Computer

[americanexpress.com/pbc](http://americanexpress.com/pbc)



### Pay by Phone

1-800-472-9297

**Account Ending 1000**

Enter account number on all documents.  
Make check payable to American Express.

ROSS PICCININI  
126 ALHAMBRA ST  
SAN FRANCISCO CA 94123

Payment Due Date  
**12/18/14**

New Balance  
**\$11,434.53**

Minimum Payment Due  
**\$2,581.78**



Check here if your address or phone number has changed.  
Note changes on reverse side.



AMERICAN EXPRESS  
BOX 0001  
LOS ANGELES CA 90096-8000

\$ \_\_\_\_\_  
Amount Enclosed

**Payments:** Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

**Paying Interest:** If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, *Sign & Travel and Extended Payment Option*) if you pay the Account Total New Balance by the due date each month.

**Foreign Currency Charges:** If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. **We will charge a fee of 2.7% of the converted US dollar amount.** We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

**Credit Reporting:** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.



**Customer Care & Billing Inquiries**  
International Collect  
Large Print & Braille Statements  
Lost or Stolen Card  
Servicio al Cliente en Espanol  
Express Cash

1-800-821-9394  
1-336-393-1111  
1-800-821-9394  
1-800-992-3404  
1-800-428-7443  
1-800-CASH-NOW

**Hearing Impaired**  
TTY: 1-800-221-9950  
FAX: 1-800-695-9090  
In NY: 1-800-522-1897



**Website:** [americanexpress.com](http://americanexpress.com)  
**Mobile Site:** [amexmobile.com](http://amexmobile.com)

**Customer Care & Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535

**Payments**  
BOX 0001  
LOS ANGELES CA  
90096-8000

#### Change of Address

If correct on front, do not use.

- To change your address online, visit [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---

City, State

1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---

Zip Code

1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---

Area Code and Home Phone

1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---

Area Code and Work Phone

1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---

Email

#### Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit [americanexpress.com/autopay](http://americanexpress.com/autopay) today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit [www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).



## American Express® Green Card

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ROSS PICCININI  
Closing Date 11/23/14

Account Ending 91000

- ⓘ This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.
- ⓘ Please note, your preset line is \$10,000.00. You have spent \$11,434.53.

### Fees

	Amount
Total Fees for this Period	\$0.00

### Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

### About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

### 2014 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2014	\$228.54
Total Interest in 2014	\$400.94

ROSS PICCININI

Account Ending 11000

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## American Express® Green Card

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ROSS PICCININI  
Closing Date 11/23/14

Account Ending 11000

### Notice of Important Changes to Your Account Terms

We are making changes to the American Express Cardmember Agreement ("Agreement") and other terms governing your account referenced in this notice. A summary of the changes appears below. Changes to your Agreement can be found below under "Detail of Changes to your Cardmember Agreement." We urge you and any Additional Cardmembers on your account to read the below notice carefully and file it along with your Agreement in a safe place for future reference.

#### Important Changes to Your Account Terms

##### Important Notice Regarding Your Late Payment and Returned Payment Fees

The following is a summary of the changes that are being made to your account terms. For more detailed information, please see the Detail of Changes on the following page(s).

Revised Terms, effective for billing periods ending on or after  
January 1, 2015

<b>Late Payment Fee</b>	Up to <b>\$38</b> . However, if your account does not have a Pay Over Time feature or balance and you do not pay for two billing periods in a row, your fee will be <b>\$38</b> or <b>2.99%</b> of the past due amount, whichever is greater.
<b>Returned Payment Fee</b>	Up to <b>\$38</b> .

#### Summary of Other Changes

<b>Late Payment Fee Assessment Date</b>	Effective for billing periods ending on or after January 1, 2015, if you do not pay the required payment by the Next Closing Date shown at the top of your billing statement, we will charge a late fee. Previously, you had to make the required payment within 10 days after the Next Closing Date to avoid the late fee. With this change, you will need to make the required payment by the Next Closing Date to avoid a late fee. As a reminder, your payment is still due upon receipt of your billing statement, or on the Payment Due Date if your statement includes a Pay Over Time balance. Your billing statement states the time and manner by which you must make your payment for it to be credited as of the same day it is received.
<b>Determining the Prime Rate</b>	We are clarifying that to calculate interest we use the Prime Rate published in the rates section of <i>The Wall Street Journal</i> .

*See the following page(s) for the Detail of Changes*

## Detail of Changes to Your Cardmember Agreement

The terms of the account referenced in or with this notice are subject to change in accordance with the Cardmember Agreement (the "Agreement"). This notice formally amends the Agreement as described below. Any terms in the Agreement conflicting with these changes are replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with Additional Cardmembers on your account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

### Late Payment Fees and Returned Payment Fees

Effective for billing periods ending on or after January 1, 2015, the *Rates and Fees Table* on page 1 of Part 1 of the Cardmember Agreement is amended by deleting the *Penalty Fees* row and replacing it with the following:

Penalty Fees	
• Late Payment	Up to \$38. However, if your account does not have a Pay Over Time feature or balance and you do not pay for two billing periods in a row, your fee will be \$38 or 2.99% of the past due amount, whichever is greater.
• Returned Payment	Up to \$38.

### Late Payment Fees and Late Payment Fee Assessment Date

Effective for billing periods ending on or after January 1, 2015, the *How Rates and Fees Work* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Late Payment* sub-section in its entirety and replacing it with the following:

Late Payment	<p><u>Accounts without a Pay Over Time Feature or Balance:</u> Up to \$38. However, if you do not pay the Amount Due for two billing periods in a row, your late fee will be \$38 or 2.99% of the past due amount, whichever is greater.</p> <ul style="list-style-type: none"> <li>Your first late fee is \$27. This late fee will be charged if you do not pay the Amount Due on your billing statement by the Next Closing Date shown on that billing statement.</li> <li>If you do this again within 6 billing periods, your late fee is \$38 instead.</li> <li>However, if you do not pay the Amount Due for two or more billing periods in a row, your late fee will be \$38 or 2.99% of the past due amount, whichever is greater.</li> <li>Your late fee will never exceed the Amount Due.</li> </ul> <p><u>Accounts with a Pay Over Time Feature or Balance:</u> Up to \$38.</p> <ul style="list-style-type: none"> <li>Your first late fee is \$27. This fee will be charged if you do not pay the Minimum Payment Due on your billing statement by the Next Closing Date shown on that billing statement.</li> <li>If you do this again within 6 billing periods, your late fee is \$38 instead.</li> <li>Your late fee will never exceed the Minimum Payment Due.</li> <li>Paying late may also result in a Penalty APR. See <i>Penalty APR for new transactions</i> and <i>Penalty APR for existing balances</i> above.</li> </ul>
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### Returned Payment Fee

Effective for billing periods ending on or after January 1, 2015, the *How Rates and Fees Work* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Returned Payment* sub-section and replacing it with the following:

Returned Payment	Up to \$38. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$27. If you do this again within the same billing period or the next 6 billing periods, the fee is \$38. However, the returned payment fee will not exceed the applicable Minimum Payment Due. A returned payment may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.
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### About your payments

Effective December 1, 2014, the *When you must pay* section of *About your payments* in Part 2 of the Cardmember Agreement is amended by inserting the following sentence after the last sentence:

"Each statement also shows a Next Closing Date."

### Determining the Prime Rate

Effective immediately, the *Determining the Prime Rate* sub-section of the *About interest charges on Pay Over Time balances* section in Part 2 of the Cardmember Agreement is amended by deleting the first sentence and replacing it with: "We use the Prime Rate from the rates section of *The Wall Street Journal*."



## American Express® Green Card

p. 7/9

ROSS PICCININI  
Closing Date 11/23/14

Account Ending 11000

### Important Changes to Your Agreement for Transferring Funds Electronically

We are making changes to Your Agreement for Transferring Funds Electronically (the "EFT Agreement"). A summary of the changes can be found in the table below.

A copy of the new EFT Agreement can be found on the following pages. This EFT Agreement replaces any previous EFT Agreement you may have received, and contains important information regarding Electronic Funds Transfers. Please take time to familiarize yourself with the EFT Agreement and retain it for future reference.

Summary of Changes	
<b>Limits on amounts and frequency of withdrawals</b>	We are clarifying that you can only make 7 withdrawals in a single day, regardless of the dollar amount of the withdrawals.
<b>Express Cash activity</b>	We are clarifying that your Express Cash activity will be shown on your card account statement.
<b>In case of errors or questions</b>	We are clarifying that if we need more time to investigate after you have reported an error to us, we will credit your bank account within 10 business days.

*See the following pages for your new EFT Agreement*

## Your Agreement for Transferring Funds Electronically

This **EFT Agreement** is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (service) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

**Words we use in this agreement**  
 In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We, our, and us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw or withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

### How Express Cash works

Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (ATMs). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (PIN). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential.

Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or \$5, whichever is more. The amount of the transaction is the total of the:

- amount of the withdrawal or funds transfer,
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account. For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or OPEN Platinum Card or Centurion Card accounts. See *Converting charges made in a foreign currency* in Part 2 of the Cardmember Agreement.

S16N4

If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of \$38 to your card account, or we may collect them directly from you.

### Limits on amounts and frequency of withdrawals

We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

One from American Express®	\$3,000 in a 30-day period
Zync Card®	\$3,000 in a 30-day period
Green Card	\$3,000 in a 30-day period
Gold Card	\$8,500 in a 30-day period
Platinum Card®	\$10,000 in a 30-day period
Centurion® Card	\$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account using Express Cash. Your monthly statement for your card account will show any Express Cash transactions in that billing period.

### AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

### How to stop AutoPay payments

If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made. We will tell you, at least 10 days before each payment, when it will be made and how much it will be. If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

### Unauthorized transactions

Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than \$50 if someone used your

card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

### Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

### Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

### Arbitration

The Arbitration section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

### How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express



## American Express® Green Card

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ROSS PICCININI  
Closing Date 11/23/14

Account Ending 1000

**Cash questions.** You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

### In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly.

However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not

credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again.

You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

### We may end the services

We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time.

Also, we may stop a service at any time. We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

### Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

### Note for Massachusetts residents

**General disclosure statement:** Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute *prima facie* proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

**Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.**

**Disclosure of bank account information to third parties:** If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

**Optional limit on obtaining cash:** You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

**EXHIBIT “B”**



## Blue Sky from American Express®

p. 1/6

ROSS PICCININI

Closing Date 11/25/14    Next Closing Date 12/26/14

Account Ending 1006

### New Balance

**\$3,260.22**

### Minimum Payment Due

**\$461.00**

Includes the past due amount of \$415.00

### Payment Due Date

**12/20/14‡**

**‡ Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$37.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

**Earn points on all of your eligible purchases when you use the Blue Sky Card.**

Visit [www.americanexpress.com](http://www.americanexpress.com)

### Account Summary

Previous Balance	<b>\$3,260.22</b>
Payments/Credits	<b>-\$0.00</b>
New Charges	<b>+\$0.00</b>
Fees	<b>+\$0.00</b>
Interest Charged	<b>+\$0.00</b>

<b>New Balance</b>	<b>\$3,260.22</b>
<b>Minimum Payment Due</b>	<b>\$461.00</b>

Credit Limit	<b>\$3,000.00</b>
Available Credit	<b>\$0.00</b>
Cash Advance Limit	<b>\$0.00</b>
Available Cash	<b>\$0.00</b>
Days in Billing Period:	<b>30</b>

### Customer Care

**Pay by Computer**  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

**Customer Care**  
1-888-258-3741    **Pay by Phone**  
1-800-472-9297

See Page 2 for additional information

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

**Your account is past due and overlimit.** If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at [americanexpress.com/alerts](http://americanexpress.com/alerts).

**See Page 5 for Important Changes to Your Account Terms**

*Continued on Page 3*

↓ Please fold on the perforation below, detach and return with your payment ↓



**Payment Coupon**

Do not staple or use paper clips



**Pay by Computer**

[americanexpress.com/pbc](http://americanexpress.com/pbc)



**Pay by Phone**

1-800-472-9297

**Account Ending 1006**

Enter account number on all documents.  
Make check payable to American Express.

ROSS PICCININI  
126 ALHAMBRA ST  
SAN FRANCISCO CA 94123-2004

Payment Due Date  
**12/20/14**

New Balance  
**\$3,260.22**

Minimum Payment Due  
**\$461.00**

Check here if your address or phone number has changed.  
Note changes on reverse side.



AMERICAN EXPRESS  
BOX 0001  
LOS ANGELES CA 90096-8000

\$ \_\_\_\_\_  
Amount Enclosed





## Blue Sky from American Express®

ROSS PICCININI  
Closing Date 11/25/14

p. 3/6

Account Ending 11006

**(i)** This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.

### Fees

	Amount
<b>Total Fees for this Period</b>	<b>\$0.00</b>

### Interest Charged

	Amount
<b>Total Interest Charged for this Period</b>	<b>\$0.00</b>

### About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

### 2014 Fees and Interest Totals Year-to-Date

	Amount
<b>Total Fees in 2014</b>	<b>\$100.00</b>
<b>Total Interest in 2014</b>	<b>\$180.92</b>

### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To		
Purchases	08/13/2014	17.24% (v)	\$0.00	\$0.00
Cash Advances	08/13/2014	25.24% (v)	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>

(v) Variable Rate

ROSS PICCININI

Account Ending 11006

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## Blue Sky from American Express®

p. 5/6

ROSS PICCININI  
Closing Date 11/25/14

Account Ending ( 1006

### Notice of Important Changes to Your Account Terms

We are making changes to the American Express Cardmember Agreement ("Agreement") and other terms governing your account referenced in this notice. A summary of the changes appears below. The detailed changes to your Agreement can be found after the summary charts. We urge you and any Additional Cardmembers on your account to read the below notice carefully and file it along with your Agreement in a safe place for future reference.

#### Important Changes to Your Account Terms

##### Important Notice Regarding Your Late Payment Fees

The following is a summary of the changes that are being made to your account terms. For more detailed information, please see the Detail of Changes on the following page(s).

Revised Terms, as of February 1, 2015.

<b>Late Payment Fee</b>	Up to \$38.
<b>Returned Payment Fee</b>	Up to \$38.

#### Summary of Other Changes

<b>Next Closing Date</b>	We are adding language to indicate that the Next Closing Date will appear on your billing statement.
<b>Determining the Prime Rate</b>	We are clarifying that to calculate interest we use the Prime Rate published in the rates section of <i>The Wall Street Journal</i> .

**See the following page(s) for the Detail of Changes**

**Detail of Changes to Your Cardmember Agreement**

The terms of the account referenced in or with this notice are subject to change in accordance with the Cardmember Agreement (the "Agreement"). This notice formally amends the Agreement as described below. Any terms in the Agreement conflicting with these changes are replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with Additional Cardmembers on your account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

**Late Payment Fees and Returned Payment Fees**

Effective February 1, 2015, the *Rates and Fees Table* on page 1 of Part 1 of the Cardmember Agreement is amended by deleting the *Penalty Fees* row and replacing it with the following:

<b>Penalty Fees</b>	
• Late Payment	Up to \$38.
• Returned Payment	Up to \$38.

**Late Payment Fee**

Effective February 1, 2015, the *How Rates and Fees Work* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Late Payment* row in its entirety and replacing it with the following:

<b>Late Payment</b>	Up to \$38. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$27. If this happens again within the next 6 billing periods, the fee is \$38. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>Penalty APR for new transactions</i> and <i>Penalty APR for existing balances</i> above.
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**Returned Payment Fee**

Effective February 1, 2015, the *How Rates and Fees Work* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Returned Payment* row and replacing it with the following:

<b>Returned Payment</b>	Up to \$38. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$27. If you do this again within the same billing period or the next 6 billing periods, the fee is \$38. However, the returned payment fee will not exceed the applicable Minimum Payment Due. A returned payment may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.
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**About your payments**

Effective December 1, 2014, the *When you must pay* sub-section of the *About your payments* section of Part 2 of the Cardmember Agreement is amended by adding the following sentence at the end of the third paragraph:

"Each statement also shows a Next Closing Date."

**Determining the Prime Rate**

Effective immediately, the *Determining the Prime Rate* sub-section of the *About interest charges* section of Part 2 of the Cardmember Agreement is amended by deleting the first sentence and replacing it with:

"We use the Prime Rate from the rates section of *The Wall Street Journal*."

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Lina M. Michael, Esq. SBN: 237842  
 MICHAEL & ASSOCIATES, PC  
 555 St. Charles Drive, Suite 204  
 Thousand Oaks, CA 91360

TELEPHONE NO.: (805) 379-8505

FAX NO.: (805) 379-8525

ATTORNEY FOR (Name): American Express Centurion Bank, a Utah state chartered bank

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 MCALLISTER STREET, ROOM 103

MAILING ADDRESS:

CITY AND ZIP CODE: SAN FRANCISCO CA 94102

BRANCH NAME: CIVIC CENTER COURTHOUSE

CASE NAME:

Amex v. Piccinini, et al.

FOR COURT USE ONLY

FILED  
Superior Court of California  
JAN 02 2015CLERK OF THE COURT  
S. Clark

BY: CASE NUMBER:

JULY 1 2015  
CC-15-54347U  
DEPT:

## CIVIL CASE COVER SHEET

Unlimited       Limited  
 (Amount demanded exceeds \$25,000)      (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)

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

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

## Auto Tort

- Auto (22)  
 Uninsured motorist (46)

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

- Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)

## Employment

- Wrongful termination (36)  
 Other employment (15)

## Contract

- Breach of contract/warranty (06)  
 Rule 3.740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)

## Real Property

- Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

## Unlawful Detainer

- Commercial (31)  
 Residential (32)  
 Drugs (38)

## Judicial Review

- Asset forfeiture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

Provisionally Complex Civil Litigation  
 (Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

- Enforcement of judgment (20)

## Miscellaneous Civil Complaint

- RICO (27)  
 Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

- Partnership and corporate governance (21)  
 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.  Large number of separately represented parties      d.  Large number of witnesses  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve      e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c.  Substantial amount of documentary evidence      f.  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): Three (3)

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 22, 2014

Lina M. Michael, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## **INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal.)</b>
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06) Breach of Rental/Lease Contract ( <i>not unlawful detainer or wrongful eviction</i> ) Contract/Warranty Breach–Seller Plaintiff ( <i>not fraud or negligence</i> ) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty	Rules of Court Rules 3.400–3.403 Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Collections (e.g., money owed, open book accounts) (09) Collection Case–Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage ( <i>not provisionally complex</i> ) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute	<b>Enforcement of Judgment</b> Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment ( <i>non-domestic relations</i> ) Sister State Judgment Administrative Agency Award ( <i>not unpaid taxes</i> ) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case
<b>Asbestos (04)</b>	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death	Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	RICO (27) Other Complaint ( <i>not specified above</i> ) (42) Declaratory Relief Only Injunctive Relief Only ( <i>non-harassment</i> ) Mechanics Lien Other Commercial Complaint Case ( <i>non-tort/non-complex</i> ) Other Civil Complaint ( <i>non-tort/non-complex</i> )
<b>Product Liability (not asbestos or toxic/environmental) (24)</b>	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
<b>Medical Malpractice (45)</b>	Commercial (31) Residential (32) Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Partnership and Corporate Governance (21) Other Petition ( <i>not specified above</i> ) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
Medical Malpractice– Physicians & Surgeons Other Professional Health Care Malpractice	<b>Judicial Review</b>	
<b>Other PI/PD/WD (23)</b>	Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ–Administrative Mandamus Writ–Mandamus on Limited Court Case Matter Writ–Other Limited Court Case Review	
Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD	Other Judicial Review (39) Review of Health Officer Order Notice of Appeal–Labor Commissioner Appeals	
<b>Non-PI/PD/WD (Other) Tort</b>		
Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice ( <i>not medical or legal</i> ) Other Non-PI/PD/WD Tort (35)		
<b>Employment</b>		
Wrongful Termination (36) Other Employment (15)		