

# Statement

Figueroa Arms Apartments, Inc.  
 4125 S. Figueroa Street #108  
 Los Angeles, CA 90037

DATE
12/13/2003

TO:
Glenn H Shanker 4125 S. Figueroa St.# 311 Los Angeles, Ca. 90037

AMOUNT DUE	AMOUNT ENC.
\$-50.00	

DATE	TRANSACTION	AMOUNT	BALANCE		
10/31/2003	Balance forward		0.00		
11/17/2003	INV #996000	19,080.00	19,080.00		
11/28/2003	PMT #107212 - 5 yrs. advance fees Plus 20 for medeco	-19,130.00	-50.00		
<i>Sharon Yee, Secretary</i> <i>12/13/03</i>					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
-50.00	0.00	0.00	0.00	0.00	\$-50.00

Figueroa Arms Apartments, Inc.  
4125 S. Figueroa Street  
Unit # 108  
Los Angeles, CA 90037-2084

Invoice

Date	Invoice #
1/2008	20062737

Bill To
Glenn H Shanker 4125 S. Figueroa St., # 311 Los Angeles, CA 90037-2084 RE: FAA Unit # 311

PAID

Description	Amount
Monthly Upkeep Fees - (Carrying Charges) 60 months prepaid: 12/01/2003 - 12/01/2008 (see Invoice 996000 dated 11/17/2003) INSTRUCTIONS: Regular Invoice to A/R and issue Credit Memo to Prepaid Fees - Shanker	318.00
FEE'S must be received by the 15th of the month to avoid a late fee of \$31.00.	
Total	\$318.00

**Exhibit "A"**

TS NUMBER: L14-12033

**Glenn Harris Shanker - 4125 S. Figueroa St., #311 Los Angeles, CA 90037**

<u>Date</u>		<u>description</u>	<u>Amount</u>	<u>interest</u>	Rate: 12 %
2/1/2008	AS	Assessment	\$318.00	\$260.12	
3/1/2008	AS	Assessment	\$318.00	\$257.08	
4/1/2008	AS	Assessment	\$318.00	\$253.84	
5/1/2008	AS	Assessment	\$318.00	\$250.71	
6/1/2008	AS	Assessment	\$318.00	\$247.46	
7/1/2008	AS	Assessment	\$318.00	\$244.33	
8/1/2008	AS	Assessment	\$318.00	\$241.09	
9/1/2008	AS	Assessment	\$318.00	\$237.85	
10/1/2008	AS	Assessment	\$318.00	\$234.71	
11/1/2008	AS	Assessment	\$318.00	\$231.47	
3/11/2010	HOA	HOA collection cost	\$439.02		
7/16/2014	LF	Late fees (3/14-7/14)	\$54.00		
11/28/2014	MG	Administration fee	\$225.00		
12/1/2014	AS	Assessment	\$378.00	\$0.00	
12/16/2014	LF	December late fee	\$37.80		
<b>Sub-Total</b>			<b>\$6772.48</b>		
12/23/2014	MAIL	Mailing	\$12.50		
12/23/2014	TR	Set-up and Process Pre-Lien Notifications	\$275.00		
<b>Sub-Total</b>			<b>\$287.50</b>		

**Total Amount Due: \$7059.98**

Assess:	\$3558.00
Late:	\$91.80
Interest:	\$2458.66
Atty Fees:	\$0.00
HOA & Mgmt:	\$664.02
Trustee Costs:	\$12.50
Trustee:	\$275.00
<b>Totals:</b>	<b>\$7059.98</b>



## **Figueroa Arms Apartments Homeowners Association ASSESSMENT COLLECTION POLICY**

Because the Association is responsible for managing, maintaining and repairing the common areas, timely payment of assessments is extremely important to the operations of the Association. Failure to pay assessments when due creates a cash flow problem for the Association and disrupts operations. As a result, the Board has adopted the following policies for the collection of delinquent assessments.

**Assessment Due Date.** Regular assessments are payable monthly in twelve (12) equal installments. Each installment is due on the 1st day of each month and delinquent if not paid by the 15th of the month. Billing statements are sent as a courtesy. Payment of assessments is required even if you do not receive a billing statement. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment.

**Payments.** The Association's mailing address for overnight payment of assessments is:  
C/o Harris Properties  
11520 Jefferson Blvd., #200  
Culver City, CA 90230

**Delinquent Assessments.** Delinquent assessments will be subject to late charges and interest as follows: (i) **Late Charge.** Delinquent assessments will be assessed a late charge \$31.00 or ten percent (10%) of the delinquent assessment (whichever is greater). A late charge will not be imposed more than once per delinquent installment. (ii) **Interest.** Any installment not paid by the thirtieth (30th) day of the month will accrue interest at the rate of twelve percent (12%) per annum.

**Liability for Collection Costs.** All late charges, interest, penalties, and fines, in addition to all attorneys' fees and collection costs incurred by the Association, will be added to the owner's account and will become the liability of the owner. The owner's voting rights may be suspended.

**Enforcement Rights.** Assessments are the separate debt of owners. In addition to any other rights provided for by law or described in the Association's CC&Rs, Bylaws or other governing documents, the Board has the right to collect delinquent assessments as follows:

*File Suit.* The Association may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's unit for the delinquent assessment. In any action to collect delinquent assessments, late charges or interest, the prevailing party will be entitled to costs and reasonable attorneys' fees. If such costs and fees are awarded to the Association, they will become a reimbursement special assessment against the owner.

*Lien and Foreclosure.* The Association may file a lien against the owner's Unit for the amount of the delinquent assessment together with any late charges, interest, costs, attorneys' fees and penalties. The Association, through its Board, may bid on the Unit at the sale, and may hold, lease, mortgage, and convey the acquired Unit.

*Suspend Privileges and Voting Rights.* (If authorized in the CC&Rs:) The Board may suspend the common area privileges and voting rights of any owner who is more than thirty (30) days delinquent in paying any assessment. Common area privileges and voting rights will remain suspended until the delinquency, including any accumulated penalties, interest and costs of collection, has been paid in full.

*Publish Names.* (If authorized in the CC&Rs:) Delinquent owners shall be listed in Board meeting minutes along with the action, if any, taken by the Board such as placement of a lien, suspension of privileges, etc.

**SUMMONS**  
**(CITACION JUDICIAL)**

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

GLENN H. SHANKER, an individual; and DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FIGUEROA ARMS CONDOMINIUM ASSOCIATION, INC., a nonprofit mutual benefit corporation,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

SEP 13 2016

Sherril R. Carter, Executive Officer/Clerk  
By: Glorietta Robinson, Deputy

**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: Los Angeles Superior Courthouse  
(El nombre y dirección de la corte es): Stanley Mosk Courthouse  
111 N. Hill Street  
Los Angeles, CA 90012

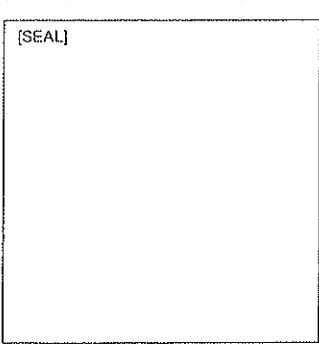
CASE NUMBER:  
(Número del Caso): 16K11195

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): Pamela Abbott Moore (132289) Nicholas J. Wolfson (297447) 714.288.0180  
LAW OFFICES OF PAMELA ABBOTT MOORE

1111 E. Katella Ave, Suite 200, Orange, CA 92867

DATE: Clerk, by Glorietta Robinson, Deputy  
(Fecha) SEP 13 2016 (Secretario) (Adjunto)

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



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
 

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Pamela Abbott Moore (132289) Nicholas J. Wolfson (297447) <b>LAW OFFICES OF PAMELA ABBOTT MOORE</b> 1111 E. Katella Ave, Suite 200 Orange, CA 92867 TELEPHONE NO.: 714.288.0180 FAX NO.: 714.288.0998 ATTORNEY FOR (Name): Figueroa Arms Condominium Association, Inc.		FOR COURT USE ONLY CONFIRMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles <b>SEP 13 2016</b> Sheriff: Carter, Executive Officer/Clerk By: Glorietta Robinson, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 92867 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: <b>16K11195</b> JUDGE: DEPT:
<b>CIVIL CASE COVER SHEET</b> <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)		<input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)
<input type="checkbox"/> Counter Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		<input type="checkbox"/> Joinder

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> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)
<b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 3

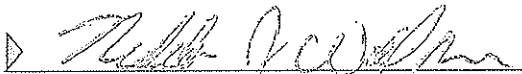
5. This case  is  is not a class action suit.

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

Date: 5/31/16

PAMELA ABBOTT MOORE / NICHOLAS J. WOLFSEN

(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.

## 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. Rules of Court Rules 3.400–3.403)</b>
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Breach of Rental/Lease Contract ( <i>not unlawful detainer or wrongful eviction</i> )	Construction Defect (10)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Contract/Warranty Breach–Seller Plaintiff ( <i>not fraud or negligence</i> )	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41)
Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	Collection Case–Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice–Physicians & Surgeons	Insurance Coverage ( <i>not provisionally complex</i> ) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment ( <i>non-domestic relations</i> )
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award ( <i>not unpaid taxes</i> )
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
<b>Non-PI/PD/WD (Other) Tort</b>	Wrongful Eviction (33)	Other Complaint ( <i>not specified above</i> ) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08)	Writ of Possession of Real Property	Injunctive Relief Only ( <i>non-harassment</i> )
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case ( <i>non-tort/non-complex</i> )
Intellectual Property (19)	Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	Other Civil Complaint ( <i>non-tort/non-complex</i> )
Professional Negligence (25)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice ( <i>not medical or legal</i> )	Residential (32)	Other Petition ( <i>not specified above</i> ) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Civil Harassment
<b>Employment</b>	<b>Judicial Review</b>	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor Commissioner Appeals	

SHORT TITLE: Figueroa Arms v. Shanker, et al.

CASE NUMBER: 16K11195

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11	



SHORT TITLE:

Figueroa Arms v. Shanker, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input checked="" type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

1 the FIGUEROA ARMS CONDOMINIUM ASSOCIATION, INC., and is more  
2 particularly set forth in the Declaration of Covenants, Conditions, and Restrictions  
3 recorded in the official records of the County of Los Angeles, State of California.

4 3. Defendants are, and at all times herein mentioned were, owners of the property  
5 located at 4125 S. Figueroa Street #311, Los Angeles, CA 90037 (hereinafter referred to  
6 as the "Subject Property") which is a condominium unit within the subject complex and  
7 within the Central Judicial District.

8 4. The true names and capacities, whether individual, corporate, associate,  
9 governmental or otherwise of Defendants, Does 1 through 50, inclusive, are unknown to  
10 Plaintiff at the present time. Plaintiff therefore sues said Defendants by such fictitious  
11 names. Plaintiff will amend this Complaint to show such true names and capacities when  
12 it has ascertained the same.

13 5. Plaintiff is informed and believes, and thereon alleges, that Defendants, and  
14 each of them, designated as Does 1 through 50, inclusive, are responsible in some manner  
15 for the occurrences and happenings alleged herein, and that Plaintiff's injuries and  
16 damages as alleged herein were and are the direct and proximate result of the actions of  
17 said Defendants and each of them.

18 6. Plaintiff is informed and believes, and thereon alleges, that at all times  
19 mentioned herein, each of the Defendants were the agents, employees and partners of  
20 each of the remaining Defendants, and were acting within the scope and authority of such  
21 agency, employment and partnership and with the knowledge, consent, approval and  
22 ratification of the remaining Defendants, and each of them.

23 7. Whenever this Complaint references acts of any Defendant or Defendants, such  
24 allegation shall be deemed to mean the act of those Defendants named in the particular  
25 cause of action, and each of them, acting individually, jointly and severally.

26 ///

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28 ///

FIRST CAUSE OF ACTION  
Payment of Dues and Assessments  
(Against All Defendants)

8. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 7, inclusive, as though fully set forth herein.

9. On the first day of each month, pursuant to its authority under *California Civil Code* section 1366, and in compliance with the governing documents of the FIGUEROA ARMS CONDOMINIUM ASSOCIATION, INC., Plaintiff levied regular assessments in the amount of \$331.00 per month on defendants, and each of their condominium units. The assessments were levied for the purpose of maintaining the common areas, defraying expenses and maintaining reserves necessary for the ownership, operation, and furnishing of common facilities by Plaintiff.

10. The assessments levied on the subject property have become due and are past due in the amount of \$6,156.75 as of the date of the filing of the subject action. Defendants, and each of them, have not paid any portion of this balance as of the date of the filing of the subject action. Said assessments continue to be assessed against the subject property each month with the amount owing increasing at the rate of \$331.00 per month and subject to annual increases.

11. As a proximate result of Defendants, and each of their failure to pay assessments pursuant to the governing documents for the FIGUEROA ARMS CONDOMINIUM ASSOCIATION, INC., Plaintiff has suffered loss of said assessments which are needed to perform its obligations under said governing documents. In addition, Plaintiff has been forced to retain legal counsel to collect said fees and incurred fees and costs, all to its further detriment which amount will be proven at the time of trial.

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1 SECOND CAUSE OF ACTION

2 Common Counts

3 (Against All Defendants)

4 12. Plaintiff hereby reallege and incorporates by reference paragraphs 1 through  
5 7 and paragraphs 9 through 12, inclusive, as though set forth fully herein.

6 13. Within the last two years, at Los Angeles, California, Defendants became  
7 indebted to Plaintiff in the sum of \$6,156.75 for work, labor, services and materials  
8 rendered at the special instance and request of Defendants and for which Defendants, and  
9 each of them, promised to pay Plaintiff.

10 14. Neither the whole, nor part of the above-reference sum has been paid resulting  
11 in the principal balance of \$6,156.75 due and owing and unpaid to Plaintiff together with  
12 interest at the legal rate since March 2014, with said amount increasing at the rate of  
13 \$331.00 per month and subject to annual increases.

14 THIRD CAUSE OF ACTION

15 Account Stated

16 (Against All Defendants)

17 15. Plaintiff hereby reallege and incorporates by reference paragraphs 1 through 7,  
18 paragraphs 9 through 12, and 14 and 15 inclusive, as though set forth fully herein.

19 16. On the first day of each month an account was stated in writing in the County  
20 of Los Angeles, State of California, by and between Plaintiff and Defendants, and each of  
21 them, and on the most recent statements a balance of \$6,156.75 was found due and owing  
22 from Defendants to Plaintiff as of the date of the filing of the subject Complaint with said  
23 amount increasing at the rate of \$331.00 per month and subject to annual increases.

24 17. Although demanded by Plaintiff from Defendants, neither all nor any part of  
25 the above-referenced agreed balance has been paid.

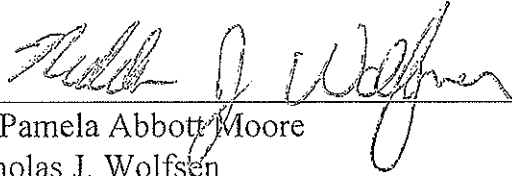
26 18. There is now due, owing and unpaid from Defendants to Plaintiff the sum of  
27 \$6,156.75, together with interest thereon at the legal rate from and after March 2014.

28 WHEREFORE, Plaintiff prays judgment against Defendant's, and each of them as follows:

- 1 1. For the amount of the delinquent assessments owing as of the date of judgment;
- 2 2. For late charges in the amount of \$33.10 per month;
- 3 3. For reasonable attorney's fees according to proof;
- 4 4. For interest on the amount owing on delinquent assessments from and after
- 5 March 2014;
- 6 5. For costs of suit incurred herein; and
- 7 6. For such other further relief as the court may deem just and proper.

8 Dated: May 31, 2016

LAW OFFICES OF PAMELA ABBOTT MOORE

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10 

11 By: Pamela Abbott Moore  
12 Nicholas J. Wolfsen  
13 Attorneys for Plaintiff  
14 FIGUEROA ARMS CONDOMINIUM  
15 ASSOCIATION, INC.,  
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**FILED**  
LOS ANGELES SUPERIOR COURT

MAR 07 2016

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK

*C. Casarez*  
BY C. CASAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

16K11195

In re Limited Civil Jurisdiction Cases Calendared )  
in Department 77 (Non – Collections Cases) )

Case No.:

2<sup>nd</sup> AMENDED

GENERAL ORDER

TO EACH PARTY AND TO THE ATTORNEY OF RECORD FOR EACH PARTY:

Pursuant to the California Code of Civil Procedure, the California Rules of Court, and the Los Angeles County Superior Court Local Rules, the COURT HEREBY ISSUES THE FOLLOWING GENERAL ORDERS THAT SHALL APPLY TO ALL LIMITED CIVIL (NON-COLLECTION) CASES FILED AND/OR HEARD IN DEPARTMENT 77.

1. PLAINTIFF(S) IS/ARE ORDERED TO SERVE A COPY OF THIS GENERAL ORDER ON THE DEFENDANT(S) WITH COPIES OF THE SUMMONS AND COMPLAINT AND TO FILE PROOF OF SERVICE, AS MANDATED IN THIS ORDER.

2. The Court sets the following trial date in this case in Department 77 (7<sup>th</sup> floor, Room 736) at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012:

TRIAL:

TRIAL: 03 / 12 / 2018 OSC: 09 / 12 / 2019

• Date: \_\_\_\_\_ at 8:30 a.m.

- 1 ii. Motions in Limine, which must be served and filed in accordance with the Local  
2 Rules of the Los Angeles Superior Court (LASC) see local rule 3.57;  
3  
4 iii. A printed Joint Witness List disclosing an offer of proof regarding each  
5 testimony, the time expected for testimony, and the need of an interpreter.  
6  
7 iv. Joint Exhibits in Exhibit Books, numbered appropriately, and Exhibit List;  
8  
9 v. A printed Joint Proposed Jury Instructions, and  
10  
11 vi. A printed Joint Proposed Verdict form(s).

12 FAILURE TO PROVIDE ANY OF THE AFOREMENTIONED DOCUMENTS  
13 ON THE TRIAL DATE MAY CAUSE A DELAY IN THE CASE BEING ASSIGNED TO  
14 A TRIAL COURT.

15 GOOD CAUSE APPEARING THEREFORE, IT IS SO ORDERED.

16 DATED: 3/7/16

17 Kevin C. Brazile  
18 Hon. Kevin C. Brazile  
19 Supervising Judge of Civil  
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**FILED**  
Superior Court of California  
County of Los Angeles

JUN 29 2016

Sherri R. Carter, Executive Officer/Clerk  
By Rizalinda Mina, Deputy  
Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In re Limited Jurisdiction Civil Cases  
Calendared in the Los Angeles County  
Superior Court

) GENERAL ORDER RE LIMITED  
) JURISDICTION CIVIL PROCEDURES:  
) NOTICE OF WEB PORTAL  
) AVAILABILITY FOR INTERPRETER  
) REQUESTS  
) (Effective July 11, 2016)

TO EACH PARTY:

In order to expedite the availability of interpreters at hearings on limited jurisdiction civil cases, IT IS HEREBY ORDERED that each limited jurisdiction civil plaintiff shall, along with the complaint and other required documents, serve all named defendants with the *Notice of the Availability of Web Portal for Interpreter Requests*; this notice informs the litigants that the Los Angeles County Superior Court provides interpreter services in limited jurisdiction civil cases at no cost to parties with limited English proficiency and that Spanish language interpreters are available in courtrooms where limited jurisdiction civil hearings are held. The notice will be provided to the plaintiff at the time the limited jurisdiction civil action is filed, if filed at the clerk's office, and will also be posted on the Los Angeles County Superior Court internet website (<http://www.lacourt.org/>). Plaintiff(s) must then indicate service of the *Notice of Availability of Web Portal for Interpreter Requests* on line 2(f) of the Proof of Service of Summons form (POS-010).

Effective immediately, this General Order is to remain in effect until otherwise ordered by the Presiding Judge.

DATED: June 29, 2016



Carolyn B. Kuhl  
CAROLYN B. KUHL  
Presiding Judge