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FILED
Superior Court of California
County of Los Angeles

APR 11 2014

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By Myrna Beltran Deputy
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MIA LAUTER, individually and as
successor-in interest to ED LAUTER,
deceased; and EMMA LAUTER, AMEKE
LAUTER, BEN LAUTER, and ANTON
LAUTER, as legal heirs to
ED LAUTER, deceased,

Plaintiffs,

vs.

CBS CORPORATION, f/k/a VIACOM
INC., successor by merger with CBS
CORPORATION, f/k/a WESTINGHOUSE
ELECTRIC CORPORATION;
CERTAIN-TEED CORPORATION;
CROWN CORK & SEAL COMPANY,
INC., individually and as successor-in-
Interest to MUNDET CORK
CORPORATION;
FORD MOTOR COMPANY;
FOSTER WHEELER ENERGY
CORPORATION;
GENERAL ELECTRIC COMPANY;
GEORGIA-PACIFIC LLC;
HONEYWELL INTERNATIONAL INC.;

) Case No.

BC542286

) THIS ACTION CONSTITUTES COMPLEX
) ASBESTOS LITIGATION - SUBJECT TO THE
) GENERAL ORDERS CONTAINED IN FILE NO.
) C 700000 - DEPT. 59

) **COMPLAINT FOR WRONGFUL DEATH and**
) **SURVIVAL ACTION-ASBESTOS**
) **(NEGLIGENCE; STRICT LIABILITY;**
) **WILLFUL & WANTON CONDUCT/PUNITIVE**
) **DAMAGES; and PREMISES/CONTRACTOR**
) **LIABILITY)**

CIT/CASE: BC542286
LEA/DEF#:
RECEIPT #: CCH280197008
DATE PAID: 04/11/14 01:52 PM
PAYMENT: \$1,435.00
RECEIVED: 310
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

COMPLAINT FOR WRONGFUL DEATH AND SURVIVAL ACTION-ASBESTOS

1 **INDUSTRIAL HOLDINGS**)
2 **CORPORATION F/K/A THE**)
3 **CARBORUNDUM COMPANY;**)
4 **INGERSOLL RAND COMPANY;**)
5 **JOHN CRANE INC.;**)
6 **SOCO WEST, INC.;**)
7 **UNION CARBIDE CORPORATION;**)
8 and)
9 **DOES 1-525 INCLUSIVE;**)
10 Defendants.)
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10 **GENERAL ALLEGATIONS**

11 COMES NOW Plaintiffs MIA LAUTER, individually and as successor-in interest
12 to ED LAUTER, deceased; and MIA LAUTER, EMMA LAUTER, AMEKE LAUTER
13 BEN LAUTER and ANTON LAUTER, as legal heirs to ED LAUTER, deceased,
14 (hereinafter "Plaintiffs") and complain and allege as follows:

15 1. The true names and capacities, whether individual, corporate, associate,
16 governmental or otherwise, of Defendants DOES 1 through 350, inclusive, are unknown
17 to Plaintiffs at this time, who therefore sue said Defendants by such fictitious names.
18 When the true names and capacities of said Defendants have been ascertained, Plaintiffs
19 will amend this complaint accordingly. Plaintiffs are informed and believe, and thereon
20 allege, that each Defendant designated herein as a DOE is responsible, negligently or in
21 some other actionable manner, for the events and happenings hereinafter referred to, and
22 caused injuries and damages proximately thereby to the Decedent, as hereinafter alleged.

23 2. At all times herein mentioned, each of the Defendants was the agent,
24 servant, employee and/or joint venture of his co-Defendants, and each of them, and at all
25 said times each Defendant was acting in the full course and scope of said agency, service,
26 employment and/or joint venture. Plaintiffs are informed and believe, and thereon allege
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1 that at all times herein mentioned, Defendants **CBS CORPORATION, f/k/a VIACOM**
2 **INC., successor by merger with CBS CORPORATION, f/k/a WESTINGHOUSE**
3 **ELECTRIC CORPORATION; CERTAIN-TEED CORPORATION; CROWN CORK**
4 **& SEAL COMPANY, INC., individually and as successor-in-interest to MUNDET**
5 **CORK CORPORATION; FORD MOTOR COMPANY; FOSTER WHEELER**
6 **ENERGY CORPORATION; GENERAL ELECTRIC COMPANY; GEORGIA-**
7 **PACIFIC LLC; HONEYWELL INTERNATIONAL INC.; INDUSTRIAL**
8 **HOLDINGS CORPORATION F/K/A THE CARBORUNDUM COMPANY;**
9 **INGERSOLL RAND COMPANY; JOHN CRANE INC.; SOCO WEST, INC.;**
10 **UNION CARBIDE CORPORATION; and DOES 1-500 INCLUSIVE;** were
11 individuals, corporations, partnerships and/or unincorporated associations organized and
12 existing under and by virtue of the laws of the State of California, or the laws of some
13 other state or foreign jurisdiction, and that said Defendants, and each of them, were and
14 are authorized to do and are doing business in the State of California, or the laws of some
15 other state or foreign jurisdiction, and that said Defendants, and each of them, were and
16 are authorized to do and are doing business in the State of California, and that said
17 Defendants have regularly conducted business in the County of Los Angeles, State of
18 California.

19 3. Plaintiffs disclaim any cause of action or recovery for any injuries caused
20 by any exposure to asbestos dust that occurred in a federal enclave. Plaintiffs also
21 disclaim any cause of action or recovery for any injuries resulting from exposure to
22 asbestos dust caused by any acts or omissions of a Defendant committed at the direction
23 of an officer of the United States Government.

24 4. Plaintiff MIA LAUTER brings any and all Survival Causes of Action
25 pursuant to Section 377.32 of the Code of Civil Procedure, as successor-in-interest to
26 Decedent ED LAUTER.

1 5. The heirs-at-law of the decedent and their relationship to the decedent are:
2 MIA LAUTER, the surviving spouse of Decedent ED LAUTER; and EMMA LAUTER,
3 AMEKE LAUTER, BEN LAUTER, and ANTON LAUTER, the surviving adult
4 children of Decedent ED LAUTER.

5 6. At all times prior to his death, Decedent was a loving and dutiful spouse
6 and parent.

7 7. Plaintiffs MIA LAUTER, EMMA LAUTER, AMEKE LAUTER, BEN
8 LAUTER and ANTON LAUTER bring any and all Wrongful Death Causes of Action
9 pursuant to Section 377.60 of the Code of Civil Procedure.

10 8. The individuals set forth herein constitute all of the surviving heir(s) of
11 Decedent pursuant to California Code of Civil Procedure Section 377.60.

12 9. Defendants DOES 501-525 may be heirs of Decedent Ed Lauter entitled to
13 recover damages under California Code of Civil Procedure Section 377.60. Plaintiffs
14 have not at this time ascertained the true names of said defendants and, therefore, name
15 them as nominal defendants pursuant to California Code of Civil Procedure Section 382;
16 however, these defendants are not intended to be included within the charging allegations
17 of "defendant" as used hereafter within this complaint.

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19 **FIRST CAUSE OF ACTION**

20 **(Negligence)**

21 PLAINTIFFS COMPLAIN OF ALL DEFENDANTS AND DOES 1-350, THEIR
22 "ALTERNATE ENTITIES", AND EACH OF THEM, AND FOR A CAUSE OF
23 ACTION FOR NEGLIGENCE ALLEGE AS FOLLOWS:

24 10. At all times herein mentioned, each of the named Defendants and DOES 1
25 through 350 was the successor, successor in business, successor in product line or a
26 portion thereof, parent, subsidiary, wholly or partially owned by, or the whole or partial
27 owner of or member in an entity researching, studying, manufacturing, fabricating,

1 designing, modifying, labeling, assembling, distributing, leasing, buying, offering for
2 sale, supplying, selling, inspecting, servicing, installing, contracting for installation,
3 repairing, marketing, warranting, re-branding, manufacturing for others, packaging and
4 advertising a certain substance, the generic name of which is asbestos, and other products
5 and equipment containing said substance. Said entities shall hereinafter collectively be
6 called "alternate entities." Each of the herein named Defendants is liable for the tortious
7 conduct of each successor, successor in business, successor in product line or a portion
8 thereof, assign, predecessor in product line or a portion thereof, parent, subsidiary, whole
9 or partial owner, or wholly or partially owned entity, or entity that it was a member of, or
10 funded, that researched, repaired, marketed, warranted, re-branded, manufactured for
11 others and advertised a certain substance, the generic name of which is asbestos, and
12 other products and equipment containing said asbestos. The following Defendants, and
13 each of them, are liable for the acts of each and every "alternate entity", and each of
14 them, in that there has been a virtual destruction of Plaintiffs' remedy against each such
15 "alternate entity"; Defendants, and each of them, have acquired the assets, product line,
16 or a portion thereof, of each such "alternate entity"; Defendants, and each of them, have
17 caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each
18 such Defendant has the ability to assume the risk-spreading role of each such "alternate
19 entity"; and that each such Defendant enjoys the goodwill originally attached to each
20 such "alternate entity."

21 **DEFENDANT**

22 CBS CORPORATION

ALTERNATE ENTITY

23 WESTINGHOUSE ELECTRIC
24 CORPORATION
25 WESTINGHOUSE CREDIT
26 CORPORATION
27 BF STURTEVANT
28 VIACOM INTERNATIONAL, INC.
VIACOM PLUS
CBS CORPORATION

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DEFENDANT

ALTERNATE ENTITY

CERTAINTIED CORPORATION

CBS BROADCASTING INC. (fka CBS
INC.)
BLOCKBUSTER INC.
MARKETWATCH.COM
SPORTSLINE.COM
WESTWOOD ONE, INC.
VIACOM, INC.

KEASBY & MATTISON
GUSTIN BACON MANUFACTURING
CO.

FORD MOTOR COMPANY

FORD MOTOR CREDIT COMPANY
FORD MOTOR DEALERSHIP
FACILITIES COMPANY
FORD MOTOR LAND DEVELOPMENT
CORPORATION
FORD MOTOR LAND SERVICES
CORPORATION
FORD MOTOR SERVICE COMPANY
FORD MOTOR VEHICLE ASSURANCE
COMPANY

FOSTER WHEELER ENERGY
CORPORATION

FOSTER WHEELER CONTRACTORS
INC.
FOSTER WHEELER CORPORATION
FOSTER WHEELER DEVELOPMENT
CORP.
FOSTER WHEELER ENERGY
RESOURCES INC.
FOSTER WHEELER ENERGY
SERVICES INC.
FOSTER WHEELER ENVIRESPONSE
INC.
FOSTER WHEELER ENVIRONMENTAL
CORPORATION
FOSTER WHEELER POWER GROUP
INC.
FOSTER WHEELER POWER SYSTEMS
INC.
FOSTER WHEELER PYRO POWER INC.
FOSTER WHEELER REALTY
SERVICES INC.
FOSTER WHEELER USA

DEFENDANT

ALTERNATE ENTITY

GENERAL ELECTRIC COMPANY

CORPORATION
FOSTER WHEELER ENERGY
CORPORATION

GENERAL ELECTRIC BROADCASTING
COMPANY INC.
GENERAL ELECTRIC CAPITAL
ASSURANCE COMPANY
GENERAL ELECTRIC PROFESSIONAL
SERVICES COMPANY
GENERAL ELECTRIC TRADING
COMPANY
MATTEN X-RAY
HOTPOINT ELECTRIC APPLIANCE
COMPANY LIMITED
TRUMBULL ELECTRIC
MANUFACTURING COMPANY
GE INDUSTRIAL SYSTEMS
CURTIS TURBINES
PARSONS TURBINES
GENERAL ELECTRIC JET ENGINES
SMITH'S AEROSPACE LLC

GEORGIA-PACIFIC LLC

BESTWALL GYPSUM COMPANY
GEORGIA-PACIFIC WEST, INC.
GEORGIA-PACIFIC OFFICE BUILDING
KOCH INDUSTRIES INC
GEORGIA-PACIFIC CORPORATION

HONEYWELL INTERNATIONAL INC.

ALLIEDSIGNAL, INC.
BENDIX CORPORATION

INGERSOLL RAND COMPANY

INGERSOLL-RAND ABG
DRESSER-RAND
POWERWORKS
THERMOKING
TERRY STEAM TURBINE COMPANY
WHITON MACHINE COMPANY
THERMO KING CORPORATION

DEFENDANT

ALTERNATE ENTITY

JOHN CRANE INC.

CRANE PACKING COMPANY
TI GROUP PLC
SMITHS GROUP PLC

SOCO WEST, INC.

BRENNTAG WEST, INC.
SOCO-LYNCH CORPORATION
SOCO-WESTERN CHEMICAL
CORPORATION
STINNES-WESTERN CHEMICAL
CORPORATION

UNION CARBIDE CORPORATION

THE DOW CHEMICAL COMPANY
UNION CARBIDE CHEMICALS AND
PLASTICS COMPANY, INC.
UNION CARBIDE AND CARBON
CORPORATION
LINDE AIR PRODUCTS COMPANY
NATIONAL CARBON CO. INC.
PREST-O-LITE CO. INC.
UNION CARBIDE COMPANY
CARBIDE AND CARBON CHEMICALS
CORPORATION
BAKELITE CORPORATION
UNION CARBIDE CONSUMER
PRODUCTS CO.
UNION CARBIDE MINING AND
METALS DIVISION
UNION CARBIDE ELECTRONICS DIVISION
UNION CARBIDE HYDROCARBONS
DIVISION
UNION CARBIDE FERROALLOYS
DIVISION
JENNAT CORPORATION
AMERCHOL CORPORATION
UCAR CARBON COMPANY
UNION CARBIDE INDUSTRIAL GASES INC.
PRAXAIR INC.
POLIMERI EUROPA S.r.l.
ASIAN ACETYL COMPANY LTD.
EQUATE PETROCHEMICAL COMPANY
UNIVATION TECHNOLOGIES

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1 11. At all times herein mentioned, Defendants, their "alternate entities", and
2 each of them, were and are engaged in the business of researching, manufacturing,
3 fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying,
4 offering for sale, supplying, selling, inspecting, servicing, installing, contracting for
5 installation, repairing, marketing, warranting, re-branding, manufacturing for others,
6 packaging, and advertising a certain substance, the generic name of which is asbestos and
7 other products, materials and equipment containing said substance and designed to utilize
8 asbestos-containing replacement components.

9 12. At all times herein mentioned, Defendants, their "alternate entities", and
10 each of them, singularly and jointly, negligently and carelessly researched, manufactured,
11 fabricated, designed, modified, tested or failed to test, abated or failed to abate, warned or
12 failed to warn of the health hazards of, labeled, assembled, distributed, leased, bought,
13 offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation,
14 repaired, marketed, warranted, re-branded, manufactured for others, packaged,
15 advertised, failed to recall, and/or failed to retrofit, a certain substance, the generic name
16 of which is asbestos, and/or other products, materials containing said substance, and/or
17 equipment contained asbestos components and designed and intended to utilize asbestos-
18 containing replacement components, in that said substance proximately caused personal
19 injuries to users, consumers, workers, bystanders, and others, including the Decedent
20 herein (hereinafter collectively called "exposed persons"), while being used in a manner
21 that was reasonably foreseeable, thereby rendering said substance unsafe and dangerous
22 for use by and around the "exposed persons."

23 13. Defendants, their "alternate entities", and each of them, had a duty to
24 exercise due care in the pursuance of the activities mentioned above and Defendants,
25 their "alternate entities", and each of them, breached said duty of due care.

26 14. Defendants, their "alternate entities", and each of them, knew, or should
27 have known, that the aforementioned asbestos and products, materials, components and
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1 equipment containing asbestos would be transported by truck, rail, ship and other
2 common carriers, and that in the shipping process the products would break, crumble or
3 be otherwise damaged; and/or that such products, materials, components and equipment
4 would be used for various applications, including, but not limited to insulation,
5 construction, plastering, fireproofing, soundproofing, automotive and/or aircraft; and
6 further that in the course of said applications the same would be subject to various
7 manipulation including, but not limited to, sawing, chipping, cutting, hammering,
8 scraping, sanding, abrasion, breaking, removal and tear-out, resulting in the release of
9 respirable airborne asbestos fibers, and that through such foreseeable use and/or handling
10 "exposed persons", including Decedent, would use or be in proximity of and exposed to
11 said asbestos fibers.

12 15. Defendants, their "alternate entities", and each of them, knew, or should
13 have known, that the herein listed asbestos and asbestos-containing products, materials,
14 components and equipment would be used and/or manipulated as described above,
15 resulting in the release of airborne asbestos fibers, and that through such foreseeable use
16 and/or manipulation "exposed persons", including Decedent, would be in proximity to
17 and exposed to said asbestos fibers.

18 16. Decedent Ed Lauter, had used, handled, or been otherwise exposed to
19 asbestos and asbestos-containing products, materials, components, and equipment
20 referred to herein in a manner that was reasonably foreseeable. Decedent Ed Lauter's
21 exposure to asbestos and asbestos-containing products, materials, components and
22 equipment occurred at various locations as set forth in Exhibit "A", which is attached
23 hereto and incorporated by reference herein.

24 17. Plaintiff further allege that Decedent Ed Lauter's injuries are a result of
25 exposure to asbestos and various asbestos-containing products, materials, components
26 and equipment manufactured, fabricated, inadequately researched, designed, modified,
27 inadequately tested, labeled, assembled, distributed, leased, brought, offered for sale,
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1 supplied, sold, inspected, serviced, installed, contracted for installation, repaired,
2 marketed, warranted, re-branded, manufactured for others, packaged and advertised by
3 the aforementioned Defendants, their "alternate entities", and each of them, that Plaintiffs
4 cannot identify precisely which asbestos or asbestos-containing products caused and/or
5 contributed to the injuries complained of herein. Among the injurious exposures alleged
6 herein are Decedent Ed Lauter's exposures to asbestos supplied with, affixed and/or
7 added to, and/or installed including, but not limited to: joint compounds, stucco, gun
8 plastic cement, compressors, insulation, brakes, clutch facings, automotive friction
9 materials, and other automotive components.

10 18. As a direct and proximate result of the acts and omissions of the
11 Defendants, their "alternate entities", and each of them, as aforesaid, Decedent Ed
12 Lauter's exposure to asbestos and asbestos-containing products caused severe and
13 permanent injury to the Decedent, proximately resulting in his death, the nature of which,
14 along with the date of Decedent Ed Lauter's diagnosis, are set forth in Exhibit "B", which
15 is attached hereto and incorporated by reference herein.

16 19. Plaintiffs are informed and believe, and thereon allege, that progressive
17 lung disease, cancer and other serious diseases are caused by inhalation of asbestos fibers
18 without immediate perceptible trauma, and that said diseases resulting from exposure to
19 asbestos develop over a period of time.

20 20. Decedent Ed Lauter, suffered from and died from a condition called
21 malignant mesothelioma, caused by exposure to asbestos and asbestos-containing
22 products, materials, components, and equipment. Decedent Ed Lauter was not aware at
23 the time of exposure that asbestos and/or asbestos-containing products, materials,
24 components, and equipment presented of injury and/or disease.

25 21. As a direct and proximate result of the aforesaid acts and omissions of
26 Defendants, their "alternate entities", and each of them, Decedent Ed Lauter suffered
27 permanent injuries to his person, body and health, including, but not limited to, malignant
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1 mesothelioma, other lung damage and cancer, from the effect of exposure to asbestos
2 fibers, proximately resulting in his death on October 16, 2013, all to the general damage
3 of his heirs and estate in a sum in excess of the jurisdictional limit of a limited civil case.

4 22. As a direct and proximate result of the aforesaid acts and omissions of the
5 Defendants, their "alternate entities", and each of them, Plaintiffs have incurred liability
6 for physicians, surgeons, nurses, hospital care, medicine, hospice care, X-rays and other
7 medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this
8 time, and Plaintiffs pray leave to amend this complaint accordingly when the true and
9 exact cost thereof is ascertained.

10 23. As a further direct and proximate result of the said conduct of the said
11 conduct of the Defendants, their "alternate entities", and each of them, Plaintiffs have
12 been, and in the future will be, deprived of the supports, society, solace, care comfort,
13 companionship, affection, advice, services and guidance of Decedent Ed Lauter.
14 Plaintiffs have also incurred, and will incur pecuniary loss, loss of support and other
15 pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs; and
16 leave is requested to amend this complaint to conform to proof at the time of trial.

17 WHEREFORE, Plaintiffs pray for judgment against Defendants, their "alternate
18 entities", and each of them, as hereinafter set forth.

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1 "alternate entities", and each of them, further failed to adequately warn of the risks to
2 which Decedent Ed Lauter, and others similarly situated were exposed.

3 28. Defendants, their "alternate entities", and each of them, knew or should
4 have known that the above-referenced asbestos and asbestos-containing products,
5 materials, components, and equipment would be used by the purchaser or user without
6 inspection for defects therein or in any of their component parts and without knowledge
7 of the hazards involved in such use.

8 29. The above-referenced asbestos and asbestos-containing products were
9 defective and unsafe for their intended purpose in that they released asbestos fibers and
10 asbestos-containing dust when used in an intended or reasonably foreseeable manner, and
11 as set forth above, the inhalation of asbestos fibers and asbestos-containing dust causes
12 serious disease and/or death. In their release of respirable asbestos fibers into the air
13 during foreseeable use or manipulation of these products, the products failed to perform
14 as safely as an ordinary consumer would have expected them to perform.

15 30. The products that caused personal injuries to "exposed persons," including
16 Decedent herein, while being used in a reasonably foreseeable manner, also were
17 defective in that the gravity of the potential harm resulting from the use of Defendants'
18 products as described above, and the likelihood that serious disease and/or death would
19 occur, outweighed the cost of feasible alternative designs, including providing adequate
20 warnings of such potential harm.

21 31. Defendants, their "alternate entities", and each of them, placed these
22 products into the stream of commerce with the intent that they reach the ultimate
23 consumer in the same or substantially the same condition as when they left the
24 Defendants' possession; and these products did reach the Decedent and other "exposed
25 persons" in the same or substantially the same condition as when they left the
26 Defendants' possession.
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32. As a direct and proximate result of the foregoing defects and failure to warn, Plaintiff has suffered the injuries and damages alleged herein.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and their “alternate entities”, and each of them, as hereinafter set forth.

THIRD CAUSE OF ACTION

(Willful and Wanton Conduct/Punitive Damages)

PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-350, THEIR
 "ALTERNATE ENTITIES", AND EACH OF THEM, AND FOR A THIRD,
 SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION CAUSE OF ACTION
 FOR WILLFUL AND WANTON CONDUCT, ALLEGE AS FOLLOWS:

33. Plaintiffs incorporate herein by reference, as though fully set forth herein, the General Allegations and the allegations contained in the First and Second Causes of Action.

34. At all relevant times, Defendants, their “alternate entities,” and each of them knew that asbestos was a dangerous and toxic substance, and knew the risks to “exposed persons” associated with the use and manipulation of asbestos and asbestos-containing products, materials, components and equipment as aforesaid. Defendants, their “alternate entities,” and each of them knew that “exposed persons” including Decedent Ed Lauter and other members of the general public had no or insufficient knowledge and information concerning said danger and the risks to “exposed persons” associated with the use and manipulation of asbestos and asbestos-containing products, materials, components and equipment as aforesaid.

35. With such knowledge and in furtherance of their own financial interests, Defendants, their “alternate entities,” and each of them willfully, wantonly and maliciously engaged in researching, manufacturing, designing, modifying, testing or failing to test, warning or failing to warn, labeling, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting

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1 for installation, repairing, marketing, warranting, re-branding, manufacturing for others,
2 packaging and advertising asbestos and asbestos-containing products, materials,
3 components and equipment as aforesaid with conscious disregard for, and indifference to,
4 the health and safety of "exposed persons, including Decedent Ed Lauter.

5 36. With such knowledge and in furtherance of their own financial interests,
6 Defendants, their "alternate entities," and each of them willfully, wantonly, maliciously
7 and with conscious disregard for, and indifference to, the health and safety of "exposed
8 persons, including Decedent Ed Lauter, failed and refused to undertake precautionary
9 measures, including but not limited to failing and refusing to provide warnings and/or
10 information, to protect "exposed persons" and/or otherwise reduce or eliminate the risks
11 to "exposed persons" associated with the use and manipulation of asbestos and asbestos-
12 containing products, materials, components and equipment as aforesaid.

13 37. In addition to the willful, wanton and malicious acts and omissions above-
14 described, Defendants, their "alternate entities," and each of them, intentionally and in
15 furtherance of their own financial interests, took steps to suppress and/or corrupt the
16 public dissemination and availability of information concerning the dangerous and toxic
17 nature of asbestos, and the risks to "exposed persons" associated with the use and
18 manipulation of asbestos and asbestos-containing products, materials, components and
19 equipment as aforesaid.

20 38. The officers, directors and managing agents of Defendants, their "alternate
21 entities," and each of them, authorized, expressly and impliedly ratified, participated-in,
22 knew or should have known, and/or were otherwise responsible for, the foregoing willful,
23 wanton, malicious and intended acts and omissions.

24 39. As a direct and proximate result of the same, Decedent Ed Lauter suffered
25 the injuries herein alleged for which Plaintiff is entitled to recover compensatory
26 damages.
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1 40. Because the acts and omissions of Defendants, their "alternate entities,"
2 and each of them, were willful, wanton, malicious, intended and conscious disregard for,
3 and indifference to, the health and safety of "exposed persons, including Decedent Ed
4 Lauter, an award of punitive damages is appropriate and necessary to punish Defendants,
5 their "alternate entities," and each of them, and deter Defendants, their "alternate
6 entities," and each of them, as well as others, from engaging in like misconduct in the
7 future.

8 WHEREFORE, Plaintiffs pray for judgment against Defendants, their "alternate
9 entities", and each of them, as is hereinafter set forth.

10 **FOURTH CAUSE OF ACTION**

11 **(Premises Owner/Contractor Liability)**

12 AS FOR A FURTHER, FOURTH, SEPARATE AND DISTINCT CAUSE OF ACTION
13 PLAINTIFFS COMPLAIN OF DEFENDANTS DOES 351-500, THEIR "ALTERNATE
14 ENTITIES", AND EACH OF THEM, (hereinafter "PREMISES
15 OWNER/CONTRACTOR LIABILITY DEFENDANTS"), AND ALLEGE AS
16 FOLLOWS:

17 41. Plaintiffs incorporate by reference as if fully set forth herein, the General
18 Allegations.

19 42. At all times herein mentioned, the PREMISES OWNER/CONTRACTOR
20 LIABILITY DEFENDANTS were successor, successor-in-business, assign, predecessor,
21 predecessor-in-business, parent, subsidiary, wholly or partially owned by, or the whole or
22 partial owner of an entity causing certain asbestos-containing products and/or machinery
23 requiring or calling for the use of asbestos and/or asbestos-containing products and/or
24 products which caused the release of respirable asbestos fibers and/or asbestos-containing
25 insulation, other building materials, products, to be constructed, installed, maintained, used,
26 managed, and/or controlled by them. Said entities shall hereinafter collectively be called
27 "alternate entities". Each of the herein-named defendants is liable for the tortious conduct
28 of each successor, successor-in-business, assign, predecessor-in-business, parent,

1 subsidiary, whole or partial owner, or wholly or partially owned entity, that caused the
2 presence as aforesaid of said asbestos-containing products and insulation. Said defendants,
3 and each of them, are liable for the acts of each and every "alternate entity", and each of
4 them, in that there has been a virtual destruction of plaintiffs' remedy against each such
5 "alternate entity"; defendants, and each of them, have acquired the assets, or a portion
6 thereof, of each such "alternate entity"; defendants, and each of them, have caused the
7 destruction of plaintiffs' remedy against each such "alternate entity"; each such defendant
8 has the ability to assume the risk-spreading role of each such "alternate entity", and that
9 each such defendant enjoys the goodwill originally attached to each such "alternate entity".

10 43. At all times mentioned herein, the PREMISES OWNER/CONTRACTOR
11 LIABILITY DEFENDANTS, and each of them, respectively, owned, leased, maintained,
12 managed and/or controlled the following premises when Decedent Ed Lauter was present as
13 set forth in the attached Exhibit "A". Additionally, Decedent might have been present at
14 other PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS' premises at
15 other locations and on other occasions.

16 44. Prior to and at said times and places, said PREMISES
17 OWNER/CONTRACTOR LIABILITY DEFENDANTS, and each of them, respectively,
18 caused certain asbestos-containing products and/or machinery requiring or calling for the
19 use of asbestos and/or asbestos-containing products and/or products which caused the
20 release of respirable asbestos fibers and/or asbestos-containing insulation, other building
21 materials, products, to be constructed, installed, maintained, used, supplied, replaced,
22 repaired, and/or removed on each of the aforesaid respective premises, by their own
23 workers and/or by various contractors and/or subcontractors, and caused the release of
24 dangerous quantities of toxic asbestos fibers into the ambient air and thereby created a
25 hazardous and unsafe condition to Decedent Ed Lauter, and other persons exposed to said
26 asbestos while present at said premises.
27

45. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS, and each of them, knew or in the exercise or ordinary and reasonable care should have known, that the foregoing conditions and activities created a dangerous, hazardous, and unsafe condition and unreasonable risk of harm and personal injury to Decedent Ed Lauter, and other workers or persons so exposed, present at each of the aforesaid respective premises.

47. Decedent Ed Lauter at all times was unaware of the hazardous condition or the risk of personal injury created by the aforesaid presence and use of asbestos products and materials on said premises.

49. At all times mentioned herein, the PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS owed to Decedent Ed Lauter, and others similarly situated, a duty to exercise ordinary care in the management of such premises in order to avoid exposing workers such as Decedent to an unreasonable risk of harm and to avoid causing injury to said persons.

1 50. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR
2 LIABILITY DEFENDANTS, and each of them, knew, or in the exercise of ordinary and
3 reasonable care should have known, that the premises that were in their control would be
4 used without knowledge of, or inspection for, defects or dangerous conditions; and that the
5 persons present and using said premises would not be aware of the aforesaid hazardous
6 conditions to which they were exposed on the premises.

7 51. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR
8 LIABILITY DEFENDANTS, and each of them, negligently failed to maintain, manage,
9 inspect, survey, or control said premises or to abate or correct, or to warn Decedent of, the
10 existence of the aforesaid dangerous conditions and hazards on said premises.

11 52. Prior to and at the times and places aforesaid, said PREMISES OWNER/
12 CONTRACTOR LIABILITY DEFENDANTS, and each of them, respectively, caused
13 certain asbestos-containing products and/or machinery requiring or calling for the use of
14 asbestos and/or asbestos-containing products and/or products which caused the release of
15 respirable asbestos fibers and/or asbestos-containing insulation, other building materials,
16 products to be constructed, installed, maintained, used, replaced, repaired, and/or removed
17 on each of their aforesaid respective premises, by their own workers and/or by employing
18 various contractors and/or subcontractors, and caused the release of dangerous quantities of
19 toxic asbestos fibers into the ambient air and thereby injured Decedent.

20 53. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR
21 LIABILITY DEFENDANTS, and each of them, should have recognized that the work of
22 said contractors and/or subcontractors would create during the progress of the work,
23 dangerous, hazardous, and unsafe conditions which could or would harm Decedent and
24 others unless special precautions were taken.

25 54. In part, Decedent Ed Lauter was exposed to dangerous quantities of asbestos
26 fibers by reason of such contractor and/or subcontractors' failure to take the necessary
27 precautions.

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1 55. The work of contractors and/or subcontractors on premises controlled by the
2 PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS created unsafe
3 premises and an unsafe work place by reason of the release of dangerous quantities of
4 asbestos.

5 56. The unsafe premises or work place was created, in part, by the negligent
6 conduct of the contractors and/or subcontractors employed by the PREMISES
7 OWNER/CONTRACTOR LIABILITY DEFENDANTS. Said negligent conduct includes,
8 but is not limited to:

- 9 (a) Failure to warn of asbestos dust;
- 10 (b) Failure to suppress the asbestos-containing dust;
- 11 (c) Failure to remove the asbestos-containing dust through use of
12 ventilation or appropriate means;
- 13 (d) Failure to provide adequate breathing protection, i.e., approved
14 respirators or masks;
- 15 (e) Failure to inspect and/or test the air;
- 16 (f) Failure to provide medical monitoring;
- 17 (g) Failure to select and hire careful and competent contractors or
18 subcontractors;
- 19 (h) Negligently and carelessly providing service contracts; and
- 20 (i) Negligently and carelessly providing designs, specifications and
21 purchase requisitions calling for the installation and use of hazardous asbestos and
22 asbestos containing products and equipment.

23 57. The PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS'
24 duty to maintain and provide safe premises, a safe place to work, and to warn of dangerous
25 conditions are non-delegable; said duties arise out of common law, Civil Code of
26 Procedure, section 1714, and California Labor Code, section 6400, et seq., or Health and
27 Safety Code, section 40.200, et seq., and regulations promulgated thereunder. Therefore,
28

1 the PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS are responsible
2 for any breach of said duties whether by themselves or others.

3 58. Prior to and at said times and places, said PREMISES
4 OWNER/CONTRACTOR LIABILITY DEFENDANTS were subject to certain ordinances,
5 statutes, and other governmental regulations promulgated by the United States Government,
6 the State of California, and others, including, but not limited to, the General Industry Safety
7 Orders promulgated pursuant to California Labor Code, section 6400 and the California
8 Administrative Code under the Division of Industrial Safety, Department of Industrial
9 Relations, including, but not limited to: Title VIII, Group 9 (Control of Hazardous
10 Substances), Article 81, sections 4150, 4106, 4107, and 4108, and Threshold Limit Values
11 as documented for asbestos and other toxic substances under Appendix A, Table 1 of said
12 Safety Orders; additionally, California Health and Safety Code, section 40.200, et seq.,
13 which empowers the South Coast Area Air Quality Management District to promulgate
14 regulations including, but limited to: S.C.A.A.Q.M.D. Rule 1403; Title 40 Code of Federal
15 Regulations, Chapter 1, Part 61, et seq. -- The National Emission Standards for Hazardous
16 Air Pollutants, which required said PREMISES OWNER/CONTRACTOR LIABILITY
17 DEFENDANTS to provide specific safeguards or precautions to prevent or reduce the
18 inhalation of asbestos dust; and said PREMISES OWNER/CONTRACTOR LIABILITY
19 DEFENDANTS failed to provide the required safeguards and precautions, or contractors
20 employed by the PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS
21 failed to provide the required safeguards and precautions. Defendant's violations of said
22 codes include, but are not limited to:

23 (a) Failing to comply with statutes and allowing ambient levels of
24 airborne asbestos fiber to exceed the permissible/allowable levels with regard to the
25 aforementioned statutes;

26 (b) Failing to segregate work involving the release of asbestos dust;

27 (c) Failing to suppress dust using prescribed ventilation techniques;

- 1 (d) Failing to suppress dust using prescribed "wet down" techniques;
2 (e) Failing to warn or educate Decedent or others regarding asbestos on
3 the premises;
4 (f) Failing to provide approved respiratory protection devices;
5 (g) Failing to ensure "approved" respiratory protection devices were
6 used properly;
7 (h) Failing to provide for an on-going health screening program for those
8 exposed to asbestos on the premises;
9 (i) Failing to provide adequate housekeeping and clean-up of the work
10 place;
11 (j) Failing to properly warn of the hazards associated with asbestos as
12 required by these statutes;
13 (k) Failing to properly report renovation and disturbance of asbestos-
14 containing materials, including, but not limited to: S.C.A.A.Q.M.D. Rule 1403;
15 (l) Failing to have an asbestos removal supervisor as required by
16 regulation;
17 (m) Failing to get approval for renovation as required by statutes; and
18 (n) Failing to maintain records as required by statute.

19 59. PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS, were
20 the "statutory employer" of Decedent Ed Lauter, as defined in the California Labor Code
21 and California case law.

22 60. Decedent Ed Lauter at all times was unaware of the hazardous condition or
23 the risk of personal injury created by defendants' violation of said regulations, ordinances,
24 or statutes.

25 61. At all times mentioned herein, Decedent Ed Lauter was a member of the
26 class of persons whose safety was intended to be protected by the regulations, statutes, or
27 ordinances described in the foregoing paragraphs.

1 62. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR
2 LIABILITY DEFENDANTS, knew, or in the exercise of ordinary and reasonable care
3 should have known, that the premises that were in their control would be used without
4 knowledge of, or inspection for, defects or dangerous conditions, that the persons present
5 and using said premises would not be aware of the aforesaid hazardous conditions to which
6 they were exposed on the premises, and that such persons were unaware of the aforesaid
7 violations of codes, regulations, and statutes.

8 63. As a legal consequence of the foregoing, Decedent Ed Lauter developed and
9 died an asbestos-related illness, which caused great injury and disability as previously set
10 forth, and Plaintiff has suffered damages as alleged herein.

11 64. The herein-described conduct of said PREMISES OWNER/CONTRACTOR
12 LIABILITY DEFENDANTS, their "alternate entities", were and are willful, malicious,
13 fraudulent, outrageous, and in conscious disregard and indifference to the safety and health
14 of "exposed persons". Plaintiff, for the sake of example and by way of punishing said
15 defendants, seeks punitive damages according to proof.

16 WHEREFORE, Plaintiffs pray for judgment against PREMISES
17 OWNER/CONTRACTOR LIABILITY DEFENDANTS, their "alternate entities", as
18 hereinafter set forth.

19 ///

20 ///

21 ///

04/11/2014

PRAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, their "alternate entities", and each of them, in an amount to be proved at trial in each individual case, as follows:

FOR DECEDENT ED LAUTER, by and through his successor-in-interest, MIA LAUTER, pursuant to Code of Civil Procedure § 377.30, et seq.:

1. For DECEDENT'S medical and related expenses according to proof;
2. For DECEDENT'S loss of income and income potential;
3. For exemplary or punitive damages according to proof;

FOR PLAINTIFFS MIA LAUTER, EMMA LAUTER, AMEKE LAUTER BEN LAUTER and ANTON LAUTER, pursuant to Code of Civil Procedure § 377.60, et seq.:

4. For Plaintiffs' general damages according to proof including damages for loss of love, companionship, comfort, affection, solace, moral support and/or society according to proof caused by DECEDENT'S death;
5. For Plaintiffs' loss of income and income potential caused by DECEDENT'S death, and for Plaintiffs' loss of Decedent's financial support and financial contributions;
6. For funeral and burial expenses caused by DECEDENT'S death and;

FOR ALL PLAINTIFFS:

7. For Plaintiffs' cost of suit herein;
8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided in C.C.P. § 998, C.C.P. § 1032 and related provisions of law.

Dated: April 11, 2014

SIMMONS BROWDER GIANARIS
ANGELIDES & BARNERD LLC &

ROSE, KLEIN & MARIAS LLP

By: 

Crystal G. Foley
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury as to all issues so triable.

Dated: April 11, 2014

SIMMONS BROWDER GIANARIS
ANGELIDES & BARNERD LLC &

ROSE, KLEIN & MARIAS LLP

By: 

Crystal G. Foley
Attorneys for Plaintiffs

04/11/2014
04/11/2014

1 **EXHIBIT "A"**

2 Decedent Ed Lauter's exposure to asbestos and asbestos-containing products
3 occurred at various locations in the State of California, including but not limited to the
4 following:

5 <u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Exposure Dates</u>
6 Various	Various movie studios 7 and sets in the Los 8 Angeles, CA area	Actor	Approx. 1958-1979

04/11/2014

EXHIBIT "B"

Decedent Ed Lauter's exposure to asbestos and asbestos-containing products caused severe and permanent injury to the Decedent including, but not limited to, breathing difficulties, asbestosis, malignant mesothelioma, lung and/or other cancer, and/or other lung damage.

Decedent Ed Lauter was diagnosed with malignant mesothelioma on or about June 2013, and subsequently thereto, became aware that the same was wrongfully caused.

Decedent Ed Lauter passed away from malignant pleural mesothelioma on or about October 16, 2013.

04/11/2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Crystal G. Foley (SBN 224627) SIMMONS BROWDER GIANARIS ANGELDIES & BARNERD LLC 100 N. Sepulveda Blvd., Suite 1350 El Segundo, CA 90245 TELEPHONE NO.: 310-322-3555 FAX NO.: 310-322-3655 ATTORNEY FOR (Name): Plaintiffs		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold; text-align: center;">BC542286</div>	
CASE NAME: Mia Lauter, et al. v. CBS Corporation, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		JUDGE: DEPT:	

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

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input checked="" type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input checked="" type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
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): **Four (4)**
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: April 11, 2014
 Crystal G. Foley (SBN 224627)

(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

SHORT TITLE:

Mia Lauter, et al. v. CBS Corporation, et al.

CASE NUMBER

BC542286

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10+ ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input checked="" type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

Mia Lauter, et al. v. CBS Corporation, et al.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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	2., 3.
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.
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	2., 5., 6. 2., 5.
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 type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
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)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Mia Lauter, et al. v. CBS Corporation, 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	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.	
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition

SHORT TITLE: Mia Lauter, et al. v. CBS Corporation, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 818 W. Seventh Street
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Central Civil West courthouse in the Central Judicial District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: April 11, 2014


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

04/11/2014