

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7067	
PLAINTIFF(S) / PETITIONER(S): Don Arnold	
DEFENDANT(S) / RESPONDENT(S): Video Reporter Inc	
ARNOLD VS. VIDEO REPORTER INC	
<b>NOTICE OF CASE ASSIGNMENT</b>	CASE NUMBER: 37-2009-00098340-CU-PN-CTL

Judge: David B. Oberholtzer

Department: C-67

**COMPLAINT/PETITION FILED:** 09/17/2009

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

**COMPLAINTS:** Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING



1 Plaintiff DON ARNOLD, on behalf of himself and others similarly situated (hereinafter  
2 collectively "Plaintiffs"), hereby complain and allege on information and belief as follows:

3 I.

4 INTRODUCTION

5 1. Defendants solicited Plaintiffs to engage Defendants' services in creating and  
6 publishing Plaintiffs' advertisements, then distributing the publications in specific locations.  
7 Defendants represented to Plaintiffs that the publications had significant readership, that they were  
8 published weekly, that they were distributed at specific locations, and that Plaintiffs' ads will run  
9 in the publications for a specified timeframe. Plaintiffs relied on Defendants' representations in  
10 executing an agreement to advertise with Defendants and in providing Defendants with credit card  
11 numbers or other payment.

12 2. After signing Defendants' agreement and providing payment, Plaintiffs were told  
13 that someone from the Art Department would call them about their advertisement. However,  
14 Defendants typically never contacted Plaintiffs, but retained Plaintiffs' payments or used  
15 Plaintiffs' credit cards to charge other amounts. When the Defendants' Art Department actually  
16 did call Plaintiffs about creating an advertisement, Plaintiffs were sent a proof of the  
17 advertisement to approve. Once Plaintiffs approved of the advertisement, the advertisement was  
18 either never published, or if it were published, the publication was not distributed in the manner  
19 represented by Defendants.

20 3. Not surprisingly, when the customers realize that Defendants breached the  
21 agreement, they stop paying Defendants or contact Defendants for a refund. However, Defendants  
22 continued to charge Plaintiffs' credit cards without their approval. Or where no credit card is  
23 provided, Defendants threatened to sue Plaintiffs for the remainder of money promised in the  
24 agreement.

25 4. Defendants' acts constitute unfair business practices, false advertising, negligent  
26 misrepresentation and fraud in violation of California law. Plaintiffs seek to prevent other  
27 individuals from being victimized by Defendants' scheme and seek to recover on behalf of those  
28 who have already fallen prey.

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**II.**

**PARTIES**

5. Plaintiff DON ARNOLD (hereinafter “Arnold”) is an individual who at all times herein relevant resided, and continues to reside in the State of California, County of San Diego. In reliance on Defendants’ false representations, Arnold agreed to place and paid for an advertisement with Defendants for his business, Honey-Do Repair and Handyman Service.

6. Defendant VIDEO REPORTER, INC. doing business as National Advertising Center (hereinafter “NAC”) is a California corporation, authorized to do business and doing business in the State of California.

7. Plaintiffs are unaware of the true names, identities or capacities, whether individual, corporate, associate or otherwise, of those defendants sued herein as DOES 1 through 100, inclusive. Plaintiffs therefore sue said defendants by such fictitious names. Plaintiffs will seek leave to amend this complaint to set forth the true names and capacities of these defendants when they are ascertained.

8. Plaintiffs are informed and believe and on that basis allege that defendants sued herein as DOES 1 through 100, inclusive, and each of them, are in some way responsible for the acts and events complained of herein, and proximately caused the injuries and damages to plaintiffs which are described in this complaint. Plaintiffs will seek leave of court to amend this complaint to more specifically set forth these defendants’ wrongful conduct when it has been ascertained.

9. Plaintiffs are informed and believe and on that basis allege that at all times herein mentioned, Defendants, and each of them, were the parent companies, subsidiary companies, agents and/or employees of the remaining defendants and, in doing the things herein complained of, were acting within the course and scope of such parent/subsidiary relationship, agency and/or employment.

**III.**

**JURISDICTION AND VENUE**



1 run. In the Agreement, Arnold also provided his credit card number and authorized NAC to  
2 charge the down payment to the card.

3 17. Between May 22, 2009 and June 16, 2009, Arnold was contacted by Defendants'  
4 "Art Department" to receive, process, and finalize the advertisement.

5 18. Between June and August 2009, Arnold made numerous unsuccessful attempts to  
6 contact Defendants via e-mail and telephone. During this time, Arnold went to Henry's Market at  
7 least five times looking for "Green Magazine." He finally asked the Henry's Market managers  
8 where he could find "Green Magazine." They had never heard of "Green Magazine," and were  
9 sure that Henry's Market did not carry distribute it.

10 19. In early September 2009, Arnold finally got in touch with Defendants to inquire  
11 about why "Green Magazine" was not on display at Henry's Market. Defendants promised to talk  
12 to Henry's Market's *main* manager about why the magazine was not on display, then call Arnold  
13 back. Defendants' never called Arnold back about this issue.

14 20. Arnold also requested that Defendants provide him with a copy of "Green  
15 Magazine" containing Arnold's advertisement proving that the magazine actually existed and that  
16 the advertisement was published therein. NAC mailed Arnold a copy of the August-September  
17 2009 issue of "Green Magazine." Though Arnold's advertisement appeared in the magazine, all  
18 the other representations Defendants had made about "Green Magazine," proved to be false.

19 21. "Green Magazine" was not a weekly publication; it appears to be issued only every  
20 two months or six times a year. The publication is not a substantial magazine as suggested by  
21 Defendants; it contains only a couple of 100-word articles and around 14 advertisements. Despite  
22 extensive investigation, Arnold has never seen a copy of "Green Magazine" besides the issue  
23 mailed to him by Defendants. To Plaintiffs' knowledge the magazine is not distributed by  
24 Henry's Market or any other local businesses.

25 22. Despite numerous problems with the Agreement, on July 2, 2009, Defendants  
26 charged an additional \$550.00 to Arnold's credit card.

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1 23. Arnold has spoken to other individuals who advertised with Defendants. They all  
2 experienced similar problems. Plaintiffs are informed and believe that Defendants treated other  
3 class members in a similar fashion as Arnold, creating common questions of fact and law.

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5 **IV.**

6 **CLASS ALLEGATIONS**

7 24. Plaintiffs reallege and incorporate by reference each and every allegation contained  
8 above, as if set forth at this point.

9 25. Plaintiffs bring this Complaint as a class action on behalf of all consumers who  
10 entered into a transaction where they paid money to Defendants in conjunction with an agreement  
11 to have Defendants create, publish, and distribute an advertisement in certain publications, but  
12 then Defendants failed to perform.

13 26. The members of the class are so numerous that separate joinder of each member is  
14 impractical. It is estimated that the number of class members exceeds 1,000. The disposition of  
15 their claims in a class action will provide substantial benefits to the parties and the Court.  
16 Furthermore, the prosecution of separate actions by individual members of the class would create  
17 a risk of inconsistent or varying adjudications and would necessarily be dispositive of the claims  
18 owned by non-party class members. The proposed class herein shall be defined as:

19 All persons who contracted for Defendants' services in California for the creation,  
20 publication, and/or distribution of advertisements, to which Defendants failed to create,  
publish, or distribute in the agreed upon manner.

21 27. The claims of the representative Plaintiffs raise questions of law and fact that are  
22 common questions of law and fact raised by the claims of each member of the class.

23 28. The claims of the representative Plaintiffs raise questions of law and fact that are  
24 typical of the claims of each member of the class, including but not limited to the fact that  
25 Defendants engaged in a false advertising / marketing campaign designed to mislead, and in fact  
26 did mislead, class members.

27 29. The questions of law or fact common to the claims or the representative Plaintiffs  
28 and the claims of each member of the class predominate over any questions of law or fact

1 affecting individual members of the class. Should the Court determine that the claims in this case  
2 cannot proceed on behalf of the general public, class representation is superior to other available  
3 methods for the fair and efficient adjudication of this controversy.

4 30. Questions of law and/or fact that are common to the claims include but are not  
5 limited to:

6 (A) Whether Defendants, and each of them, represented that they would create,  
7 publish, and distribute advertisements in a particular manner.

8 (B) Whether the class members were likely to be misled by Defendants'  
9 representations.

10 (C) Whether Defendants' representations constitute a unfair competition under  
11 California Business & Professions Code Section 17200 et seq. with respect  
12 to Defendants' solicitation of Plaintiffs for the creation, publication, and  
13 distribution of Plaintiffs' advertisements where the agreed upon products  
14 and services were not rendered.

15 (D) Whether Defendants' representations constitute a false advertisement under  
16 California Business & Professions Code Section 17500 et seq. with respect  
17 to Defendants' solicitation of Plaintiffs for the creation, publication, and  
18 distribution of Plaintiffs' advertisements where the agreed upon products  
19 and services are not rendered.

20 (E) Whether Defendants negligently and/or fraudulently misrepresented the  
21 nature of the advertising agreements.

22 31. Plaintiffs' claims are typical of the claims of the class in that claims of all members  
23 of the class result from Defendants' illegal practice of soliciting and accepting payment for non-  
24 existent services or services grossly different than marketed and advertised. There is no conflict  
25 between representative Plaintiffs and other members of the class with respect to the claims for  
26 relief herein set forth.

27 32. A majority of the class members are expected to be geographically located in the  
28 State of California.



1 33. The named Plaintiff is the representative party for the class and is able to and will  
2 fairly and adequately protect the interests of the class.

3  
4 V.

5 **FIRST CAUSE OF ACTION**  
6 **(Violation of California Business & Professions Code Section 17200 et. seq.)**  
7 **(Against All Defendants)**

8 34. Plaintiffs reallege and incorporate by reference each and every allegation contained  
9 above, as if set forth at this point.

10 35. California unfair competition laws (Cal. Bus. & Prof. Code Sections 17200 et seq.,  
11 referred to as the "UCL") define unfair competition as any "unfair," "unlawful," or "fraudulent"  
12 business act or practice. The UCL provides, among other things, injunctive relief and restitution  
13 for violations. *Cal. Bus. & Prof. Code*, § 17203.

14 36. Defendants' actions constitute unfair and unlawful business acts and practices. In  
15 the course of conducting business, Defendants misrepresented their products and services to  
16 induce Plaintiffs to contract with them. Defendants then charged Plaintiffs for products and  
17 services that they did not provide. Defendants' misrepresentations allowed them to to reap  
18 windfall profits that they did not earn. This practice is not only unfair and fraudulent, but it  
19 violates many California statutes including criminal theft and fraud statutes.

20 37. Plaintiffs reasonably relied on the Defendants' representations and had no reason to  
21 believe they were false. The Defendants' representations concerned issues material to the  
22 transactions in question.

23 38. Plaintiffs, as representatives of a class of persons with common or general interest,  
24 are entitled to bring an action to enjoin Defendants' wrongful practices and to obtain restitution  
25 for the monies paid to Defendants by reason of their wrongful practices. Plaintiffs may bring such  
26 action on behalf of the class of people with common or general interest pursuant to the UCL.

27 39. As a direct and proximate result of Defendants' unfair competition, Plaintiffs have  
28 individually lost money in sums exceeding the jurisdictional minimum of this Court, to be proven

1 at the time of trial. Plaintiffs request this Court order, as it is empowered to order, restitution to  
2 all persons from whom Defendants unfairly took money.

3  
4 40. Defendants' unfair competition presents a continuing threat to members of the  
5 general public in that Defendants are continuing, and will continue, unless enjoined, to commit  
6 unlawful, unfair, and/or fraudulent business acts or practices. Plaintiffs request that this Court  
7 order, as it is empowered to order, a preliminary and permanent injunction against such acts and  
8 practices.

9 41. Plaintiffs also seek recovery of all attorneys' fees and litigation expenses pursuant  
10 to *California Code of Civil Procedure* Section 1021.5. Alternatively, Plaintiffs seek recovery of  
11 all attorneys' fees and all litigation expenses pursuant to the substantial benefit doctrine.  
12 Plaintiffs also seek recovery of all attorneys' fees and other litigation expenses to be paid under  
13 the common fund doctrine or other authority requiring Defendants to pay Plaintiffs' attorneys'  
14 fees and litigation expenses.

15 VI.

16 **SECOND CAUSE OF ACTION**

17 **(Violation of California Business & Professions Code Section 17500 et. seq.)**  
18 **(Against All Defendants)**

19 42. Plaintiffs reallege and incorporate by reference each and every allegation set forth  
20 above, as if set forth at this point.

21 43. Defendants advertised and marketed their services consisting of the creation,  
22 publication, and distribution of advertisements through in-person and telephonic solicitation.

23 44. Defendants knew or should have known that their solicitations or advertisements,  
24 as alleged above, were untrue or misleading. Defendants' marketing and advertising misled its  
25 customers into purchasing Defendants' products and services, which Defendant likely had no  
26 intention or ability to provide. Defendants marketing and advertising also misled customers, for  
27 whom Defendants actually did create advertisements, into believing their advertisements would be  
28 published in certain magazines which were distributed in specific locations. These  
representations were untrue and misleading because, Defendant either did not publish the

1 advertisements at all, or the publications in which the advertisements were placed were not  
2 distributed or were distributed to different locations than Defendants represented to Plaintiffs.

3 45. Defendants have committed acts of false and misleading advertising, as defined by  
4 Business & Professions Code Section 17500 et seq., by engaging in the acts and practices  
5 described above with the intent to induce members of the public to purchase Defendants' products  
6 and/or services. At the time that Defendants made the above referenced misrepresentations in  
7 their marketing and advertisements, they knew or should have known that the advertising was  
8 untrue and misleading.

9 46. Plaintiffs relied on Defendants' representations and had no reason to believe they  
10 were false. The Defendants' representations concerned material issues to the transactions in  
11 question.

12 47. Defendants' untrue and misleading advertising and marketing, as described above,  
13 presents a continuing threat to members of the general public in that Defendants are continuing,  
14 and will continue, unless enjoined, to commit such violations of Business & Professions Code  
15 Section 17500 et seq. This Court is empowered to, and should, grant preliminary and permanent  
16 injunctive relief against such acts and practices.

17 48. As a direct and proximate result of the acts and practices alleged above, members  
18 of the class lost money in a sum currently unknown but subject to proof at the time of trial. This  
19 Court is empowered to, and should, order restitution to all persons from whom Defendants  
20 unfairly and/or unlawfully took money in order to accomplish complete justice.

21 49. Plaintiffs also seek recovery of all attorneys' fees and litigation expenses pursuant  
22 to *California Code of Civil Procedure* Section 1021.5. Alternatively, Plaintiffs seek recovery of  
23 all attorneys' fees and all litigation expenses pursuant to the substantial benefit doctrine.  
24 Plaintiffs also seek recovery of all attorneys' fees and other litigation expenses to be paid under  
25 the common fund doctrine or other authority requiring Defendants to pay Plaintiffs' attorneys'  
26 fees and litigation expenses.

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VII.

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**THIRD CAUSE OF ACTION**  
**(Negligent Misrepresentation)**  
**(Against All Defendants)**

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50. Plaintiffs reallege and incorporate by reference each and every allegation contained above, as if set forth at this point.

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51. When Defendants made the above-referenced representations, they had no reasonable ground for believing them to be true.

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52. Defendants made the above-referenced representations with the intention of inducing Plaintiffs to act in reliance on these representations.

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53. Plaintiffs reasonably relied on the Defendants' representations and had no reason to believe they were false. The Defendants' representations and omissions concerned issues material to the transactions in question. Plaintiffs would not have entered into the transactions, or paid monies to Defendants, absent Defendants' misrepresentations, if the true facts had been known to Plaintiffs.

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54. As a direct and proximate result of Defendants' wrongful acts, Plaintiffs have suffered and continue to suffer damages. Plaintiffs seek compensatory damages in an amount to be proven at time of trial. Plaintiffs also seek noneconomic damages for the mental suffering and inconvenience caused by Defendants' misrepresentations.

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VIII.

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**FOURTH CAUSE OF ACTION**  
**(Fraud)**  
**(Against All Defendants)**

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55. Plaintiffs reallege and incorporate by reference each and every allegation contained above, as if set forth at this point.

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56. When Defendants made the above-referenced representations, they had no reasonable ground for believing them to be true and/or actually knew them to be false and misleading.

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1 57. Defendants made the above referenced representations with the intention of  
2 inducing Plaintiffs to act in reliance on these representations by agreeing to place an  
3 advertisement with Defendants and paying money to Defendants for that purpose.

4 58. Plaintiffs reasonably relied on the Defendants' representations and had no reason to  
5 believe they were false. The Defendants' representations and omissions concerned issues material  
6 to the transactions in question. Plaintiffs would not have entered into the transactions, or paid  
7 moneys to Defendants, absent Defendants' misrepresentations, if the true facts had been known to  
8 Plaintiffs.

9 59. As a direct and proximate result of Defendants' wrongful acts, Plaintiffs have  
10 suffered and continue to suffer damages. Plaintiffs seek compensatory damages in excess of the  
11 jurisdictional minimum of this Court. Plaintiffs also seek economic damages for mental suffering  
12 and inconvenience caused by Defendants' fraud.

13 60. In addition to the compensatory damages described above, Defendants' conduct  
14 was outrageous and despicable, warranting an award of exemplary and punitive damages.  
15 Defendants are guilty of malice, fraud and/or oppression as defined in California Civil Code  
16 Section 3294. Plaintiffs therefore seek exemplary and punitive damages, in an amount to be  
17 proven at the time of trial.

18 **IX.**

19 **PRAYER FOR RELIEF**

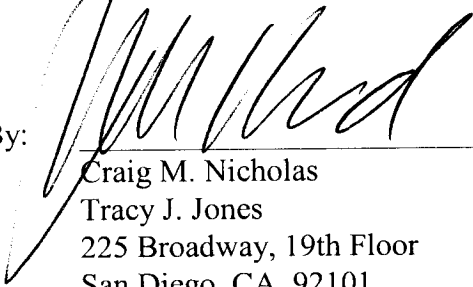
20 WHEREFORE, Plaintiffs pray for judgment against Defendants and each of them as  
21 follows:

- 22 1. For damages in an amount to be proven at trial on the third and fourth causes of
- 23 action;
- 24 2. For declaratory relief finding that Defendants have engaged in unfair, unlawful, or
- 25 fraudulent business acts or practices in violation of California Business &
- 26 Professions Code Section 17200, et seq.;
- 27 3. For declaratory relief in finding that Defendants have engaged in false advertising
- 28 in violation of California Business & Professions Code Section 17500, et seq.;

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- 4. For restitution, including accrued interest;
- 5. For punitive damages under the Fourth Cause of Action;
- 6. For a temporary restraining order and a preliminary and permanent injunction enjoining Defendants and their officers, directors, agents, distributors, servants, employees, attorneys, and all others in active concert or participation with Defendants, or any of them, jointly and severally, during the pendency of this action and permanently thereafter from engaging in the scheme described above;
- 7. For interest at the maximum rate allowed by law;
- 8. For costs of suit;
- 9. For Plaintiffs to be awarded attorneys' fees and all litigation expenses pursuant to the California Civil Code Section 1780(d) and California Code of Civil Procedure Section 1021.5. Alternatively, for all attorneys' fees and all litigation expenses to be awarded pursuant to the substantial benefit doctrine, the common fund doctrine, or any other provision of law; and
- 10. For such other and further relief as the Court may deem just and proper.

**NICHOLAS & BUTLER, LLP**

By: 

Dated: September 9, 2009

Craig M. Nicholas  
 Tracy J. Jones  
 225 Broadway, 19th Floor  
 San Diego, CA 92101  
 Telephone: (619) 325-0492  
 Facsimile: (619) 325-0496

**SCHWARTZ SEMERDJIAN HAILE  
BALLARD & CAULEY, LLP**

James R. Ballard, Esq.  
 101 W. Broadway, Suite 810  
 San Diego, California 92101  
 Telephone: (619) 236-8821  
 Facsimile: (619) 236-8827

Attorneys for Plaintiffs

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:** Video Reporter, Inc., a  
**(AVISO AL DEMANDADO):** California Corporation,  
and Roes 1 through 100, inclusive

FILED

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

09 SEP 17 PM 2:08

CLERK SUPERIOR COURT  
SAN DIEGO COUNTY CA

**YOU ARE BEING SUED BY PLAINTIFF:** Don Arnold, an  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):** individual, on  
behalf of himself and all others similarly situated  
and Does 1 through 100, inclusive

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

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

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

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

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

The name and address of the court is:  
*(El nombre y dirección de la corte es):*  
Superior Court of California  
330 West Broadway

CASE NUMBER:  
*(Número del Caso):*  
**37-2009-00098340-CU-PN-CTL**

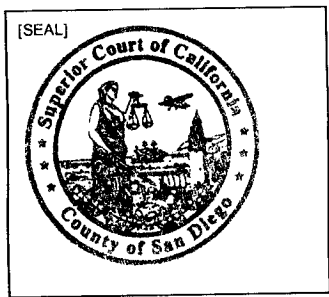
San Diego, CA 92101  
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*  
James R. Ballard 619.236.8821 619.236.8827  
Schwartz Semerdjian Haile Ballard & Cauley LLP  
101 West Broadway, Suite 810  
San Diego, CA 92101

DATE: **SEP 17 2009** Clerk, by A. Fletes, Deputy  
*(Fecha)* *(Secretario)* *(Adjunto)*

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

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

1.  as an individual defendant.
2.  as the person sued under the fictitious name of *(specify):*
3.  on behalf of *(specify):*  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other *(specify):*
4.  by personal delivery on *(date):*



FILED CM-010  
FOR COURT USE ONLY  
CIVIL BUSINESS OFFICE 8  
09 SEP 17 PM 2:08  
CLERK OF SUPERIOR COURT  
SAN DIEGO COUNTY CA

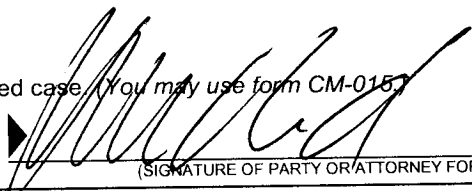
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
James R. Ballard, Esq.  
Schwartz Semerdjian Haile Ballard & Cauley LLP  
101 West Broadway, Suite 810  
San Diego, CA 92101  
TELEPHONE NO.: 619.236.8821 FAX NO.: 619.236.8827  
ATTORNEY FOR (Name): Plaintiff Don Arnold  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego  
STREET ADDRESS: 330 West Broadway  
MAILING ADDRESS:  
CITY AND ZIP CODE: San Diego, CA 92101  
BRANCH NAME: Central  
CASE NAME: Arnold v. Video Reporter, Inc.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)  
**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)  
CASE NUMBER: **37-2009-00098340-CU-PN-CTL**  
JUDGE:  
DEPT:

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

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

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:  
a.  Large number of separately represented parties d.  Large number of witnesses  
b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c.  Substantial amount of documentary evidence f.  Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify):  
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: September 16, 2009  
James R. Ballard, Esq. (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

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