

MAY 12 2014

Sherri R. Carter, Executive Officer/Clerk
By _____, Deputy

Richard A. Stone

CASE MANAGEMENT CONFERENCE

AUG 27 2014

DEPT.M

Date

8:30AM

1 Keith A. Fink, Bar No. 146841
2 S. Keven Steinberg, Bar No. 151372
3 Olaf J. Muller, Bar No. 247372
4 FINK & STEINBERG
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8 Attorneys for Plaintiff
9 RAMANATHAN PRAKASH, M.D.

10 RAMANATHAN PRAKASH, M.D.,

11 Plaintiff,

12 v.

13 ALAN ELLIS, an individual; THE LAW
14 OFFICES OF ALAN ELLIS, a California
business entity, form unknown; MARK
15 ALLENBAUGH, an individual; THE LAW
OFFICES OF MARK ALLENBAUGH, a
California business entity, form unknown;
DAVID DRATMAN, an individual; and DOES
16 1 to 25, inclusive,

17 Defendants.

) CASE NO. SC122538

) PLAINTIFF'S COMPLAINT FOR:

1. PROFESSIONAL NEGLIGENCE /
LEGAL MALPRACTICE;
2. BREACH OF FIDUCIARY DUTY;
3. BREACH OF CONTRACT;
4. FRAUD;
5. DECLARATORY AND
EQUITABLE RELIEF

[JURY TRIAL DEMANDED]

20 COMES NOW Plaintiff RAMANATHAN PRAKASH, M.D. and hereby alleges as follows:

21 PARTIES, VENUE AND JURISDICTION

22 1. PLAINTIFF RAMANATHAN PRAKASH, M.D. ("Prakash, M.D." and/or "Plaintiff")
23 is and at all times relevant hereto was an individual residing in prison in the City of Taft, County of
24 Kern, State of California.

25 2. DEFENDANT ALAN ELLIS ("Ellis" and/or "Defendant") is and at all times relevant
26 hereto was an individual residing and/or doing substantial business in Marin County, State of
27 California.

28 3. DEFENDANT THE LAW OFFICES OF ALAN ELLIS ("Ellis Law Firm" and/or

1 "Defendant") is and at all times relevant hereto was a California business entity, form unknown, doing
2 business as the "Law Offices of Alan Ellis" in Marin County, State of California.

3 4. DEFENDANT MARK ALLENBAUGH ("Allenbaugh" and/or "Defendant") is and at
4 all times relevant hereto was an individual residing and/or doing substantial business in the City of
5 Costa Mesa, County of Orange, State of California.

6 5. DEFENDANT THE LAW OFFICES OF MARK ALLENBAUGH ("Allenbaugh Law
7 Offices" and/or "Defendant") is and at all times relevant hereto was a California business entity form
8 unknown doing business as "The Law Offices of Mark Allenbaugh" in the City of Costa Mesa, County
9 of Orange, State of California.

10 6. DEFENDANT DAVID DRATMAN ("Dratman" and/or "Defendant") is and at all
11 times relevant hereto was an individual residing and/or doing substantial business in the City of
12 Sacramento, County of Sacramento, State of California.

13 7. Plaintiff is unaware of the true names and capacities, whether individual, corporate,
14 associate or otherwise, of Defendants DOES 1 to 25, inclusive ("the Doe Defendants"), and therefore
15 sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this
16 Complaint to show the true names and capacities of such Doe Defendants when the same has been
17 ascertained. Plaintiff is informed, believes, and thereupon alleges that each of the fictitiously-named
18 defendants is responsible to Plaintiff for the injuries suffered and alleged herein, and/or is subject to
19 the jurisdiction of the Court as necessary party for the relief herein requested.

20 8. Plaintiff is informed and believes that each of the Defendants are now, and were at all
21 times mentioned herein, the agents, principals, partners, joint venturers, employees, and/or alter-egos
22 of the other Defendants, and that all of the acts and conduct alleged herein were performed within the
23 course and scope and in furtherance of such agency, partnership, joint venture, employment and/or
24 alter-ego relationship.

25 9. Jurisdiction and venue are proper in this Court because the retention of Defendants
26 occurred in the County of Marin, the services rendered to Plaintiff which underlie this action occurred
27 in the Counties of Marin, Orange, Sacramento, and Los Angeles, several key witnesses named below
28 live and work in Los Angeles County, and Defendants at all times herein are and were each residents

1 of the State of California.

2

FACTUAL ALLEGATIONS

3 10. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 9,
4 inclusive, as though fully set forth herein.

5 11. Plaintiff was tried and convicted for conspiring and committing health care fraud in the
6 matter entitled United States v. Ramanathan Prakash, District Court. Case No. 2:08-CR-0427-MCE.

7 12. Because Plaintiff stood to be sentenced for up to ten (10) years of jail time, Plaintiff and
8 his son Sriram Prakarash ("Sriram"), acting on Plaintiff's behalf, decided to seek out and hire a
9 criminal defense attorney specializing in sentencing proceedings to assist them in the sentencing
10 process. Plaintiff ultimately was referred to Defendants Ellis and the Ellis Law Firm.

11 13. Defendant Ellis and his firm then and now are a self-proclaimed "Nationally
12 Recognized Federal Criminal Defense Lawyer" and a "Federal Sentencing, Prison and Post-Conviction
13 Law Firm."

14 14. In examining Defendants' website advertising their services and soliciting potential
15 clients such as Plaintiff, Plaintiff and Sriram noted that this site stated and represented as follows:

- 16 a. "Alan Ellis is an internationally recognized attorney who has been described as:
17 "One of this country's pre-eminent criminal defense lawyers." — Federal
18 Lawyer Magazine
- 19 b. A "nationally-recognized expert in federal criminal sentencing." — The United
20 States Court of Appeals for the Ninth Circuit.
- 21 c. "The best in the business." — The San Francisco affiliate of ABC-TV.
- 22 d. "The go-to guy in America if you're in deep trouble with the feds." — Verdict
23 Magazine."
- 24 e. "Approximately one-third of Mr. Ellis' work comes to him from defense
25 attorneys requesting his assistance. Another one-third comes to him from
26 clients, their family or friends who are currently represented by counsel. Many
27 of these individuals are pleased with their attorneys and simply want him to
28 consult with them to ensure the best possible result. Some, however, are

1 concerned with the performance, ability or skills of their current attorney and
2 want Mr. Ellis' advice, second opinion or his representation. The final third of
3 his clientele come to him directly."

4 and

5 f. "With increasing frequency, Mr. Ellis is being called upon to consult and assist
6 earlier in the criminal defense process. This is due in no small part to the
7 importance of plea bargaining and the significant recognition that planning and
8 preparation for sentencing, prison placement and post-conviction remedies must
9 not be relegated to the post-verdict or post-plea stage of the proceedings."

10 15. Thereafter, Sriram and his mother (and Plaintiff's ex-wife) Subbalakeshmi
11 Subramariam ("Subbalakeshmi") met with and interviewed Defendant Ellis on Plaintiff's behalf at
12 Ellis's San Rafael, California-based office in or around August 2011. Ellis verbally represented to
13 them that he was indeed one of the country's pre-eminent criminal defense lawyers, as well as a
14 nationally-recognized expert in federal criminal sentencing. Defendant Ellis specifically represented to
15 Plaintiff's son and wife that if he and his firm were retained, they could and would obtain for Plaintiff
16 the lowest possible sentence using their specialized knowledge, experience, expertise, work ethic,
17 tenacity, and attention to detail, all of which were superior to most, if not all, other criminal defense
18 attorneys.

19 16. Defendants provided Plaintiff and Plaintiff's family members with a Retainer
20 Agreement, a true and correct copy of which is attached hereto and incorporated herein as **Exhibit A**.
21 In their Retainer Agreement's text, Defendants Ellis and the Ellis Law Firm again represented to
22 Plaintiff and his family that Defendants were nationally-recognized experts on federal sentencing, law,
23 policy, and practice. Defendants made similar representations in their Retainer Agreement text about
24 Defendant Allenbaugh, who was listed as having an unspecified "of counsel" relationship with
25 Defendants. Defendants, moreover, again promised Plaintiff and his family in their Agreement's text
26 to "obtain for [Plaintiff] the lowest possible sentence, and if it is one of incarceration, to be served in
27 the best place possible under the terms and conditions that will enable [Plaintiff] to be released from
28 custody at the earliest possible opportunity." **Exhibit A**.

1 17. When he and his firm were retained by Plaintiff, Defendant Ellis referenced Defendant
2 Allenbaugh as being one of “his” attorneys who worked with Ellis and assisted Ellis with Ellis Law
3 Firm clients. Defendant Ellis reiterated as much in his Retainer Agreement, generally referencing
4 Allenbaugh as being part of Plaintiff’s “defense team” in an unspecified “of counsel” relationship.

5 **Exhibit A.** Over the course of the retention period, Defendant Ellis repeatedly instructed Plaintiff and
6 Plaintiff’s family members to communicate and work with Defendant Allenbaugh and Allenbaugh’s
7 assistants and staffers on various issues relating to Plaintiff’s criminal proceedings in lieu of Ellis and
8 Ellis’s staff members. Defendants Ellis and Ellis Law Firm even billed Plaintiff for services rendered
9 by Allenbaugh and Allenbaugh’s staff, which also was referenced in the Retainer Agreement. Id.

10 18. Unbeknownst to Plaintiff and Plaintiff’s family members, Allenbaugh was not a
11 partner, associate, or member of Ellis or Ellis Law Firm and that he had his own wholly-separate law
12 firm. Plaintiff is informed and believes that Defendants Ellis and Ellis Law Firm entered into a fee
13 sharing arrangement with Defendants Allenbaugh and Allenbaugh Law Firm, which Defendants failed
14 to disclose to Plaintiff and Plaintiff’s family members in writing and otherwise.

15 19. Unbeknownst to Plaintiff and Plaintiff’s family members, both Defendant Ellis and
16 Defendant Allenbaugh were not licensed to practice law in California, such that neither could not
17 appear in Plaintiff’s pending criminal matter without applying *pro hac vice* and without local counsel
18 also appearing with them on Plaintiff’s behalf. Defendant Ellis was admitted *pro hac vice* to represent
19 Plaintiff in his criminal matter on or around September 12, 2011. Defendant Allenbaugh never applied
20 for *pro hac vice* admission to represent Plaintiff in any capacity (even though he went on to do
21 considerable work in this matter on Plaintiff’s behalf as his counsel).

22 20. Unbeknownst to Plaintiff and Plaintiff’s family members, neither Defendant Ellis nor
23 Defendant Allenbaugh was authorized to practice law in California as unlicensed attorneys because
24 both resided in California, both were regularly employed in California, and both regularly engaged in
25 professional services in California. Ellis in particular had appeared as *pro hac vice* counsel no less
26 than fifty-five (55) times in various California matters over the past twenty-odd years. Plaintiff is
27 informed and believes that Defendant Ellis submitted false entries relating to the same in his *pro hac*
28 *vice* application to the U.S. District Court when he applied for *pro hac vice* admission in Plaintiff’s

1 criminal matter.

2 21. In reliance on Defendants' representations and omissions of material fact, in or about
3 August 2011, Plaintiff retained Defendants Ellis and the Ellis Law Firm as counsel to represent him in
4 the sentencing portion of his case. The parties collectively signed a copy of the Retainer Agreement,
5 an unsigned copy of which is attached hereto as **Exhibit A**.

6 22. Not being attorneys themselves and having little or no knowledge of customary retainer
7 agreement terms and hourly rates for attorneys and their staff members, Plaintiff and Plaintiff's family
8 members had no idea that most of the terms and hourly rates set forth in Defendants' Retainer
9 Agreement were unconscionable, unreasonably harsh, oppressive, and so one-sided as to shock the
10 conscience. Plaintiff and Plaintiff's family members had no idea that most of the "sentencing
11 specialists" listed in Defendants' Retainer Agreement (and billed out at upwards of \$500 per hour by
12 Defendants) were wholly unnecessary to the proceedings for which Defendants were hired. In
13 particular, Plaintiff had no need to spend between \$350 and \$500 per hour for a two individual "prison
14 specialists," a third "mitigation specialist," and a fourth "supervised release specialist," given the fact
15 that Defendant Ellis and his co-counsel charged between \$650 and \$750 per hour and claimed to be
16 prison specialist attorneys themselves. Plaintiff and Plaintiff's family members had no idea that
17 Defendants' \$250/hour rate for Defendants' secretary was grossly unreasonable and higher than the
18 hourly rates charged by many California attorneys. Plaintiff and Plaintiff's family members had no
19 idea that most California-based attorneys do not charge hourly rates *at all* for their individual staff
20 members' time. Plaintiff and Plaintiff's family members had no idea that the venue provisions
21 requiring Marin County, California as the "exclusive jurisdiction" for any dispute relating to the same,
22 as well as the term limiting the parties to any such action as "Alan Ellis and any signatory," and the
23 one-sided fee collection terms, were unreasonably oppressive, harsh, one-sided, unconscionable, and
24 unenforceable as a matter of California law pursuant to C.C.P. § 395(a). Plaintiff and Plaintiff's
25 family members further had no idea that the term requiring a "non-refundable retainer of \$75,000" was
26 unconscionable, unreasonably harsh, oppressive, and unenforceable as a matter of law. Plaintiff and
27 Plaintiff's family members further had no idea that the retainer agreement itself was illegal and
28 unenforceable as a matter of law for the above-referenced reasons, as well as because Defendants were

1 not authorized to practice law in California under California's Business and Professions Code § 6125,
2 California Rule of Court 9.40, and Eastern District of California Local Rule 180(b)(2). Plaintiff and
3 Plaintiff's family members further had no idea that Defendants' legal practice itself constituted a
4 criminal misdemeanor under California's Business and Professions Code § 6126, punishable by fines
5 and jail time. Had Plaintiff and Plaintiff's family members known these facts and the truth about
6 Defendants' "expertise" in federal sentencing, Plaintiff would never have hired Defendants and each of
7 them as his counsel, nor would they have hired them under the oppressive, unlawful, and
8 unconscionable terms of the Retainer Agreement.

9 23. In or around March 2012, Plaintiff's original attorney Ronald Richards substituted out
10 of the matter. Around this time, Defendants misrepresented to Plaintiff and Plaintiff's family members
11 that while it was not *necessary* for them to hire new counsel, it was preferable for them to hire
12 Defendant Dratman to serve as local counsel with a practice near Sacramento. Defendants failed to
13 disclose to Plaintiff and Plaintiff's family members that without hiring Dratman (or some other
14 California-licensed attorney) to replace Richards, Ellis was not able to appear on Plaintiff's behalf in
15 any fashion in his case as *pro hac vice* counsel, nor was Allenbaugh (who had never even applied for
16 *pro hac vice* admission).

17 24. Following their retention by Plaintiff, Defendants and each of them failed to exercise
18 reasonable care and skill in performing legal services for Plaintiff, notwithstanding their self-
19 trumpeted "expertise" in federal criminal sentencing. Defendants' failure to exercise reasonable care
20 and skill in performing legal services on Plaintiff's behalf ultimately led to the imposition of a higher
21 jail time sentence than was originally requested by Plaintiff's criminal prosecutor and recommended by
22 Plaintiff's probation officer. Defendants' failure to exercise reasonable care and skill also led to
23 obstruction of justice charges made against Plaintiff, as well as yet more jail time therefore added to
24 Plaintiff's total criminal sentence. Defendants' failure to exercise reasonable care and skill further
25 delayed sentencing proceedings for months on end, all of which ultimately added to Plaintiff's time
26 spent in custody in or around Sacramento County. Defendants otherwise failed to keep Plaintiff and
27 Plaintiff's family members reasonably informed about the progress of Plaintiff's case and in some
28 instances intentionally misrepresented the true facts regarding the proceedings and their course of

1 action thereon.

2 25. In particular, Defendants failed to exercise reasonable care and skill in responding to
3 and preparing mandatory Court forms for Plaintiff's Probation Officer Hugo Ortiz ("Ortiz") in a
4 timely, thorough, and accurate manner, relating to Ortiz's Pre-Sentence Report ("PSR"). Ortiz was
5 assigned by the Federal Court to complete a PSR, which was to be submitted to the Federal Judge in
6 recommending the appropriate sentencing term. Federal Judges typically rely on the recommendations
7 of a Probation Officer's PSR to a considerable extent when issuing criminal sentences.

8 26. As part of the pre-sentencing process and in order for Ortiz to prepare his report for
9 the Court, Ortiz presented Ellis and the Doe Defendants with standardized Court forms for them to fill
10 out on Plaintiff's behalf. Among other things, these forms required Plaintiff to submit information
11 relating to his financial condition in a thorough and truthful manner. Ortiz requested that these forms
12 be promptly, accurately, and thoroughly completed so that he could incorporate their contents into his
13 PSR Report. At the time Ortiz made this request, both Ortiz and Plaintiff's prosecutor were
14 recommending that Plaintiff be sentenced to a total of 72 months (6.5 years) of jail time for his
15 criminal conviction.

16 27. Defendants Ellis and the Ellis Law Firm failed to timely submit complete and accurate
17 forms to Ortiz per Ortiz's request for his inclusion into his PSR. Approximately two months after
18 Ortiz gave Defendants these forms to fill out, Defendants contacted Ortiz and asked for (and received)
19 another set of forms, presumably because they "lost" or discarded the first set and did not know how to
20 obtain another set except via Ortiz. Another month later (and two days before New Years' Eve, when
21 most courthouses were closed and employees were away on leave), Defendants *again* requested that
22 Ortiz send them yet another set of forms because they lost the second set. Even after receiving this
23 third set of forms from Ortiz, Defendants never timely submitted these forms to Ortiz by the
24 submission deadline. As a consequence, Ortiz was forced to submit an incomplete PSR to the Court,
25 which did not include the required information relating to Plaintiff's financial status.

26 28. After submitting his own incomplete PSR, Ortiz advised Ellis that Ortiz had to submit
27 his final, complete PSR no later than February 2, 2012. As such, Ellis, then, and only then, requested
28 information relating to Plaintiff's financial situation from Plaintiff's aforementioned son, who served

1 as Trustee of Plaintiff's Living Trust (the "Trust"). This Trust held all of Plaintiff's assets and money.
2 Defendants failed to explain to Plaintiff and Plaintiff's family members why Defendants had failed to
3 request this information from Plaintiff's son months earlier when they had first received the
4 information requests and forms from Ortiz.

5 29. In or around January 2012, Trust representatives inquired of Ellis whether Plaintiff's
6 Trust assets and financial affairs needed to be disclosed to the Court. In response, Allenbaugh advised
7 that this information did not have to be included. During subsequent communications with Plaintiff's
8 family members and representatives of the Trust, including one of its attorneys, Ellis again reiterated
9 his advice and instructions that any information relating to Trust assets and funds be excluded from
10 Plaintiff's PSR-related submissions. He further represented to Plaintiff and Plaintiff's family members
11 that Plaintiff's financial affairs were not particularly complicated, that he understood them thoroughly,
12 and that no problems would arise from this information's exclusion in Plaintiff's PSR-related
13 submission.

14 30. On or around January 30, 2012, Defendant Allenbaugh submitted to Ortiz two forms
15 entitled "Personal Finance Statement - Summary" and "Personal Cash Flow Statement" on behalf of
16 Plaintiff. Neither document was a Court-recognized form, nor one of the mandatory forms repeatedly
17 given to Defendants by Ortiz as requested. Plaintiff is informed and believes that Defendants
18 negligently lost the third set of PSR-related forms from Ortiz and negligently failed to ask for a fourth
19 set of forms, which is why they created their own self-styled forms for submission. Defendants did not
20 inform Plaintiff or his family members that they had lost the third set of Court-required forms, nor did
21 they inform Plaintiff and his family members that the forms Defendants submitted were non-compliant
22 with the Court's orders and Ortiz's requests. Several days *after* submitting their self-styled documents
23 to Ortiz, Defendants directed Plaintiff to sign them, which signed copies they relayed to Ortiz.

24 31. The federal prosecutor's office responded to Defendants' submission with over a
25 response totaling over 150,000 pages, countering in tremendous detail the information provided by
26 Defendants about Plaintiff's financial condition. Specifically, the federal prosecutor's office charged
27 Plaintiff with having intentionally excluded information relating to his Trust, the Trust's assets, and
28 the Trust's income, as well information relating to his homes and vehicles, all of which information

1 had been provided by Plaintiff and Plaintiff's agents to Defendants and which Defendants intentionally
2 excluded from their submissions per their "expertise."

3 32. Based on the same, Probation Officer Ortiz recommended in his final PSR that Plaintiff
4 receive a two level sentencing enhancement for his obstruction of justice.

5 33. At Plaintiff's sentencing hearing held on or around February 23, 2012, Defendant Ellis
6 informed the Court that his "office was responsible for errors in the financial documents that had been
7 supplied to probation" and asked for more time to respond to the information submitted by the
8 prosecutor's office. As such, Plaintiff's sentencing hearing was continued to March 8, 2012. Even
9 then, Ellis was less than truthful with the Court, given the fact that he had largely ignored Plaintiff's
10 case through this date.

11 34. On or around February 29, 2012, in preparation for this continued hearing,
12 representatives of the Trust, including the Attorney for the Trust, provided Ellis with a letter and other
13 information explaining the Trust's finances, including a breakdown of additional transactions between
14 the Trust and the law firm DLA Piper which information was to be disclosed to the Court. Also
15 attached to this letter were fifteen (15) exhibits, including an un-signed, completed standard probation
16 financial form. Representatives of the Trust, including the Attorney for the Trust explained in that
17 letter that this information could and would be updated when they received future statements for the
18 various referenced accounts.

19 35. On or around March 6, 2012, representatives of the Trust, including the Attorney for the
20 Trust sent Ellis a supplemental letter, detailing yet more transactions between the Trust and Sygma
21 Capital, LLC ("Sygma Capital") with instructions as to how those transactions could be disclosed to
22 the Court on the Court's forms.

23 36. At the continued sentencing hearing on or around March 8, 2012, the Court ordered
24 Ortiz to investigate the issue of obstruction of justice due to the false and inaccurate information
25 provided by Defendants on Plaintiff's behalf. The Court ordered Defendants to provide amended
26 financial documents on Plaintiff's behalf. In addition, the Court ordered Defendant Ellis to turn over
27 the aforementioned fifteen (15) exhibits of financial documents, which he inexplicably had failed to
28 submit to the Court, and ordered Ortiz to prepare an amended PSR based on the same

1 37. In response to Ortiz's multiple requests for the required information for his PSR and
2 repeated instructions that this information had to be supplied on the Court issued forms, on March 8,
3 2012, Defendant Ellis submitted amended but yet again un-signed Net Worth Statements to the Court,
4 which generally referenced the DLA Piper and Sygma transactions but did not explain certain critical
5 details relating to the same. These forms were different than the forms prepared by Plaintiff's Trust
6 representatives and given to Ellis on February 29. Ellis also emailed the fifteen exhibits to Ortiz as
7 ordered by the Court. Defendants inexplicably failed to provide the Court and Ortiz with the
8 aforementioned letter specifically prepared by Plaintiff's Trust counsel explaining the nature of these
9 transactions and their effect on Plaintiff's financial condition. Defendants otherwise did not inform
10 Plaintiff and Plaintiff's family members that they submitted these forms, nor did they give Plaintiff and
11 Plaintiff's family members these forms for their review and approval.

12 38. Only *after* Defendants submitted these exhibits (without explanatory letters) and
13 unsigned, unapproved forms to Ortiz and the Court, Allenbaugh; Defendants asked representatives of
14 the Trust to travel to the Sacramento County Jail to review the financial information with Plaintiff and
15 to obtain his signature on the amended forms.

16 39. Based on Defendants' misrepresentations of fact, Plaintiff and Plaintiff's Trust
17 representatives mistakenly believed that Defendants sought Plaintiff's signature and approval of the
18 February 29 forms prepared by Plaintiff's Trust representatives. Plaintiff and Plaintiff's Trust
19 representatives further mistakenly believed that Defendants had or would shortly also submit to the
20 Court their letters detailing critical aspects of the transactions referenced in the forms, such that the
21 forms would be read in conjunction with their letters.

22 40. Unbeknownst to both representatives of the Trust, the Attorney for the Trust and Dr.
23 Prakash, the Net Worth Statement form which was presented, reviewed and signed by Plaintiff was not
24 only once again incomplete but more importantly omitted material facts relating to the aforementioned
25 DLA Piper and Sygma Capital transactions.

26 41. Defendants submitted these incorrect, inaccurate forms without explanatory letters to
27 Ortiz. Thus, unbeknownst to Plaintiff and Plaintiff's family members, Ortiz was *again* provided with
28 incomplete and inaccurate financial information as to Plaintiff's net worth due to Defendants' sheer

1 incompetence as counsel.

2 42. At some point *after* Defendants submitted these amended Court-ordered forms to Ortiz,
3 they discovered certain of their “mistakes” in their recent submission and attempted to “fix” their
4 penultimate screw-up by having Plaintiff sign yet another Net Worth Statement form for submission to
5 Ortiz. Their efforts were for naught, as Defendants only managed to further convince Ortiz (and the
6 Court) that Plaintiff and his counsel were engaged in an elaborate scheme to defraud the U.S.
7 Government and obstruct justice by failing to disclose Plaintiff’s true financial condition.

8 43. In his amended and final PSR, Ortiz charged Dr. Prakash with providing materially
9 false information in connection with the pre-sentencing investigation. He recommended a two-year
10 sentencing enhancement for obstruction of justice in addition to the initial 72-month proposed
11 sentence.

12 44. On or around June 14, 2012, Ellis submitted a letter objecting to the amended PSR. In
13 his letter, he wrote that with respect to "any obstruction of justice enhancement based on any errors,
14 omissions or inconsistencies in his financial declaration forms, . . . any such errors, omissions, or
15 inconsistencies entirely are the fault and responsibility of counsel for which I, as counsel of record,
16 take full responsibility." Ellis further represented that Plaintiff's "financial affairs were extremely
17 complex and quite difficult [for him] to fully understand." In so writing, Defendant Ellis contradicted
18 his own prior statements to Plaintiff, the Attorney for the Trust, and representatives of the Trust that he
19 fully understood Plaintiff's financial affairs.

20 45. In light of the fact that Plaintiff was now facing, through no fault of his own,
21 obstruction of justice charges and a two-year enhancement on his sentence, both of which he would not
22 have had but for Defendants' bungling and profound ineptitude, Plaintiff was forced to retain new
23 defense counsel James Spertus ("Spertus").

24 46. Spertus worked diligently to unwind the damage caused by Defendants, which included
25 but was not limited to preparing and filing Objections to the Pre-Sentence Report and Position re
26 Sentencing and a Response Brief to the Government's Supplemental Sentencing Memorandum.
27 Spertus attached Declarations of Fault signed under penalty of perjury by Ellis and Allenbaugh as well
28 as a Declaration from the Trustee and Attorney for the Trust. True and correct copies of the former two

1 are attached hereto respectively as Exhibits B and C.

2 47. Notwithstanding Spertus's best efforts, the Judge ultimately agreed with Ortiz's
3 conclusions in his final and amended PSR. The Judge not only issued Plaintiff a sentence of 6 ½ years
4 for his conviction of conspiring and committing health care fraud, the Judge also imposed a two-year
5 additional sentence for obstruction of justice associated with the actions of Defendants.

6 48. As admitted by Ellis and Allenbaugh in their Declarations, Plaintiff was actually
7 innocent of the alleged obstruction of justice charges. Specifically as admitted by both Ellis and
8 Allenbaugh, they, as well as the other Defendants, as experienced, knowledgeable and nationally
9 recognized attorneys specializing in criminal sentencing, should have known what the proper Court-
10 approved forms were to submit to Ortiz they knew or should have known that full disclosure of
11 Plaintiff's financial information was required to be included in these forms, yet they negligently failed
12 to include this information with their submissions to Ortiz and failed to advise representatives of the
13 Trust as well as Plaintiff of the need to include this information. In fact, Plaintiff having never been
14 charged, let alone convicted of any crime in the past, had no knowledge whatsoever of what forms, if
15 any, needed to be supplied to Ortiz and what information needed to be included therein. Moreover,
16 Plaintiff and representatives of the Trust were always forthright with Ellis and Allenbaugh about
17 Plaintiff's financial affairs and the Trustee and Attorney for the Trust even questioned Ellis and
18 Allenbaugh why they were not disclosing this information to Ortiz.

19 49. In addition to negligently causing the Court to sentence Plaintiff to additional *years* of
20 jail time by and through their inability to timely and thoroughly submit PSR forms to the Court,
21 Defendants grossly overcharged Plaintiff for these "services." Defendants ultimately charged Plaintiff
22 over \$250,000 for landing him *two extra years* of jail time. Defendants' unnecessary and
23 unconscionable fees were based among other things on unnecessary motion practice, services billed for
24 but never performed, and the use of unnecessary "experts" and "consultants." Defendants further
25 concealed their unconscionable, unreasonable, impermissible, and illegal fees in their own invoices in
26 various ways, including but not limited to charging for 3+ months at a time per invoice, setting forth
27 billing entries in non-chronological order, block-billing multiple tasks as single entries, double-billing,
28 and billing for time spent on other matter unrelated to Plaintiff's case.

50. Plaintiff and Defendants subsequently entered into a tolling agreement whereby they agreed to toll any applicable statutes of limitation from June 28, 2013, through May 12, 2014.

FIRST CAUSE OF ACTION

PROFESSIONAL NEGLIGENCE / LEGAL MALPRACTICE

(Against All Defendants and Does 1 - 25)

51. Plaintiff repeats, re alleges, and incorporates herein by this reference paragraphs 1 through 50 as though fully set forth herein.

52. Defendants and each of them represented themselves and each other to Plaintiffs, his family members, and the public as nationally and/or internationally recognized criminal defense attorneys and experts in the federal criminal sentencing process.

53. Following their retention by Plaintiff, Defendants and each of them failed to exercise reasonable care and skill in performing legal services for Plaintiff, as set forth above in detail.

54. Defendants and each of them also failed to exercise reasonable care and skill in performing legal services for Plaintiff insofar as they engaged in the unauthorized practice of law, insofar as they entered into an illegal and unenforceable retainer agreement with Plaintiff (under which they charged Plaintiff over \$250,000 for services rendered), and insofar as they entered into illegal and undisclosed fee-sharing arrangements with non-members of the California Bar and with one another in violation of California Rule of Professional Conduct 2-200, Bus. & Prof. Code § 6125, and other related state and federal provisions.

54. Had Defendants exercised proper care and skill in the foregoing matter, Plaintiff would not have been charged with obstruction of justice, Plaintiff would not have received a multiple-year sentencing enhancement, the imposition of Plaintiff's sentence would not have been delayed unnecessarily for several additional months, and Plaintiff would not have been charged over \$250,000 for the same.

55. As a direct and proximate result of Defendants' aforementioned acts and omissions, Plaintiff has suffered and will continue to suffer extreme humiliation, embarrassment, depression, sleeplessness, emotional pain, severe emotional distress which culminated in physical injury and

1 bodily injury, suffering, mental anguish, inconvenience, loss of enjoyment of life, and other losses
2 from the date of said acts all to Plaintiff's damage in a sum as may be shown according to proof.

3 56. As a direct and proximate result of Defendants' aforementioned acts and omissions,
4 Plaintiff has been damaged in a sum yet to be determined, but which he is informed and believes is in
5 excess of \$5,000,000.00. Because Defendants Ellis and Allenbaugh are not licensed to practice law in
6 California, Plaintiff is further entitled to treble damages suffered and attorneys' fees and costs incurred
7 as against Defendants pursuant to C.C.P. § 1029.8

SECOND CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

(Against All Defendants and Does 1 - 25)

1 57. Plaintiff repeats, re alleges, and incorporates herein by this reference paragraphs 1
2 through 56 as though fully set forth herein.

3 58. By virtue of the attorney-client relationship that existed between Plaintiff and
4 Defendants, and by virtue of Plaintiff's having placed confidence in the fidelity and integrity of
5 Defendant(s) and in entrusting Defendant(s) with serving as his counsel in his federal criminal matter,
6 a confidential and fiduciary relationship arose and existed at all times herein mentioned between
7 Plaintiff and Defendants. By virtue of this fiduciary relationship, Defendants and each of them owed
8 Plaintiff a fiduciary duty of care to use the utmost level of care, diligence, and skill in rendering legal
9 services to Plaintiff.

0 59. Following their retention by Plaintiff, Defendants and each of them failed to exercise
1 reasonable care and skill in performing legal services for Plaintiff, as set forth above in detail, in
2 breach of their fiduciary duties of care to Plaintiff.

3 60. Defendants and each of them also failed to exercise reasonable care and skill in
4 performing legal services for Plaintiff insofar as they engaged in the unauthorized practice of law,
5 insofar as they entered into an illegal and unenforceable retainer agreement with Plaintiff (under which
6 they charged Plaintiff over \$250,000 for services rendered), and insofar as they entered into illegal and
7 undisclosed fee-sharing arrangements with non-members of the California Bar and with one another in
8 violation of California Rule of Professional Conduct 2-200, Bus. & Prof. Code § 6125, and other

related state and federal provisions, all in breach of their fiduciary duties to Plaintiff.

61. Had Defendants exercised proper care and skill in the foregoing matter, Plaintiff would not have been charged with obstruction of justice, Plaintiff would not have received a multiple-year sentencing enhancement, the imposition of Plaintiff's sentence would not have been delayed unnecessarily for several additional months, and Plaintiff would not have been charged over \$250,000 for the same.

62. As a direct and proximate result of Defendants' aforementioned acts and omissions, Plaintiff has suffered and will continue to suffer extreme humiliation, embarrassment, depression, sleeplessness, emotional pain, severe emotional distress which culminated in physical injury and bodily injury, suffering, mental anguish, inconvenience, loss of enjoyment of life, and other losses from the date of said acts all to Plaintiff's damage in a sum as may be shown according to proof.

63. As a direct and proximate result of Defendants' aforementioned acts and omissions, Plaintiff has been damaged in a sum yet to be determined, but which he is informed and believes is in excess of \$5,000,000.00. Because Defendants Ellis and Allenbaugh are not licensed to practice law in California, Plaintiff is further entitled to treble damages suffered and attorneys' fees and costs incurred as against Defendants pursuant to C.C.P. § 1029.8

64. In engaging in the breaches as alleged above, Defendants and each of them acted with oppression, fraud, or malice within the meaning of California Civil Code § 3294, thereby entitling Plaintiff to recover exemplary and punitive damages in an amount according to proof at the time of trial.

THIRD CAUSE OF ACTION

BREACH OF CONTRACT

(Against All Defendants and Does 1 - 25)

65. Plaintiff repeats, re alleges, and incorporates herein by this reference paragraphs 1 through 64 as though fully set forth herein.

66. Defendants entered into a written contract with Plaintiff wherein Defendants agreed to competently, proficiently and professionally advocate for and represent the interests of Plaintiff and his legal rights in Federal Court. Defendants further promised to perform these services "at the least cost"

1 to Plaintiff.

2 67. Defendants breached the terms of the Retainer Agreement by and through their
3 aforementioned misconduct. Had Defendants exercised proper care and skill as promised in the
4 Retainer Agreement, Plaintiff would not have been charged with obstruction of justice, Plaintiff would
5 not have received a multiple-year sentencing enhancement, the imposition of Plaintiff's sentence
6 would not have been delayed unnecessarily for several additional months, and Plaintiff would not have
7 been charged over \$250,000 for the same.

8 | 68. Defendants' breaches were undertaken without stipulation, justification, or excuse.

9 68. As a direct and proximate result of Defendants' aforementioned acts and omissions,
10 Plaintiff has been damaged in a sum yet to be determined, but which he is informed and believes is in
11 excess of \$5,000,000.00. Because Defendants Ellis and Allenbaugh are not licensed to practice law in
12 California, Plaintiff is further entitled to treble damages suffered and attorneys' fees and costs incurred
13 as against Defendants pursuant to C.C.P. § 1029.8

FOURTH CAUSE OF ACTION

FRAUD

(Against All Defendants and Does 1 - 25)

7 69. Plaintiff repeats, re alleges, and incorporates herein by this reference paragraphs 1
8 through 68 as though fully set forth herein.

9 70. As set forth above, Defendants repeatedly lied and made statements and omissions of
10 material fact to Plaintiff and Plaintiff's family members before and during their retention period.

1 71. Defendants' representations and omissions were false, false at the time they were made,
2 and continued to be false through the filing of this lawsuit.

3 72. Defendants knew that these misrepresentations and omissions of material fact were
4 false throughout their professional relationship with Plaintiff, but they intentionally made them
5 anyway. Defendants intentionally engaged in this fraudulent to induce Plaintiff and Plaintiff's
6 representatives to retain their services and to continue paying their fees and costs incurred through the
7 pendency of Plaintiff's criminal sentencing proceedings.

8 73. Had Defendants been truthful and forthright about their qualifications to serve as

1 Plaintiff's counsel, their fee-sharing arrangement between one another, the legality and reasonableness
2 of the terms in their Retainer Agreement, their planned course of conduct, the true "cost" of
3 Defendants' services, and the actual status of the proceedings throughout, Plaintiff would never have
4 hired Defendants and each of them to serve as Plaintiff's counsel, nor would he have agreed to the
5 terms set forth in Defendants' Retainer Agreement, nor would he relied on Defendants to serve as his
6 counsel through the pendency of the proceedings, nor would he have paid Defendants any money.
7 Defendants were well aware of this fact and willfully and fraudulently induced Plaintiff to hire and not
8 fire Defendants for months to Plaintiff's detriment.

9 74. Plaintiff was reasonably justified in relying on Defendants' false statements, material
10 omissions of fact, and lies because Defendants repeatedly assured Plaintiff and Plaintiff's family
11 members that they were indeed some of the country's pre-eminent criminal defense lawyers, that they
12 were "experts" in this field, and that their services were needed for Plaintiff to obtain the lowest
13 sentence possible. Plaintiff was further reasonably justified in hiring Defendants based on the contents
14 of Defendants' website and Ellis's San Rafael office, the fact that Defendants had appeared on
15 television to speak about federal sentencing, and the fact that Defendant Ellis in particular had
16 published a guidebook to federal sentencing entitled "Federal Sentencing Guidebook."

17 75. As a direct and proximate result of Defendants' aforementioned fraudulent acts and
18 omissions, Plaintiff has suffered and will continue to suffer extreme humiliation, embarrassment,
19 depression, sleeplessness, emotional pain, severe emotional distress which culminated in physical
20 injury and bodily injury, suffering, mental anguish, inconvenience, loss of enjoyment of life, and other
21 losses from the date of said acts all to Plaintiff's damage in a sum as may be shown according to proof.

22 76. As a direct and proximate result of Defendants' aforementioned fraudulent acts and
23 omissions, Plaintiff has been damaged in a sum yet to be determined, but which he is informed and
24 believes is in excess of \$5,000,000.00. Because Defendants Ellis and Allenbaugh are not licensed to
25 practice law in California, Plaintiff is further entitled to treble damages suffered and attorneys' fees
26 and costs incurred as against Defendants pursuant to C.C.P. § 1029.8

27 77. In engaging in the breaches as alleged above, Defendants and each of them acted with
28 oppression, fraud, or malice within the meaning of California Civil Code § 3294, thereby entitling

1 Plaintiff to recover exemplary and punitive damages in an amount according to proof at the time of
2 trial.

3 **FIFTH CAUSE OF ACTION**

4 **DECLARATORY AND EQUITABLE RELIEF**

5 **(Against All Defendants and Does 1 - 25)**

6 78. Plaintiff repeats, re alleges, and incorporates herein by this reference paragraphs 1
7 through 77 as though fully set forth herein.

8 79. An actual controversy has arisen and now exists between Plaintiff and Defendants
9 concerning their respective rights and duties with respect to the Retainer Agreement and Plaintiff's
10 retention of Defendants in his federal criminal matter. As set forth above, Plaintiff contends that the
11 Retainer Agreement was illegal, unconscionable, and unenforceable as a matter of law and that he is
12 entitled to full restitution of all funds paid to Defendants for their services rendered and costs incurred.
13 Defendants deny these contentions.

14 80. Plaintiff desires a judicial determination of his rights and duties, a declaration that the
15 Retainer Agreement is illegal, unenforceable, unconscionable, and void as a matter of law, a
16 declaration that Plaintiff has no further obligations to Defendants pursuant to the Retainer Agreement
17 terms, and the Court-ordered restitution/disgorgement of Defendants' ill-gotten gains from Plaintiff.

18 81. A judicial declaration is necessary and appropriate at this time under the circumstances
19 in order that plaintiff may ascertain his rights and duties under the Retainer Agreement and recover his
20 wrongfully-taken funds from Defendants.

21 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 22 1. For treble the amount of general and compensatory damages, including prejudgment
23 interest, in accordance with proof at the time of trial pursuant to C.C.P. § 1029.8, in the
24 minimum amount of \$15,000,000.00;
- 25 2. For a declaration that the Retainer Agreement is unconscionable, illegal, void, and
26 unenforceable;
- 27 3. For a declaration that Plaintiff no longer as any obligation to Defendants for fees and
28 costs owed pursuant to the Retainer Agreement;

- 1 4. For disgorgement/restitution of Defendants' ill-gotten gains;
2 5. For punitive damages to be determined at trial;
3 6. For PLAINTIFF'S costs and attorneys fees, where permitted;
4 and
5 7. For such other and further relief as the Court may deem just and proper.

6 DATED: May 12, 2014

FINK & STEINBERG

7 By

8 Keith A. Fink
9 S. Keven Steinberg
10 Olaf J. Muller
11 Attorneys for Plaintiff
12 RAMANATHAN PRAKASH, M.D.
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Exhibit A

THE LAW OFFICES OF

Alan Ellis

SAN FRANCISCO NEW YORK SHANGHAI

PRACTICE LIMITED TO FEDERAL CRIMINAL LAW

REPLY TO:

1120 Nye Street, Suite 300
San Rafael, CA 94901
415-256-9775 Phone
415-256-9772 Fax

August 26, 2011

Ranathan Prakash
ID # x-4731574
Housing 6W-1-08A
Sacramento County Jail
651 I Street
Sacramento, CA 95814

Dear Mr. Prakash:

This letter describes the basis on which our firm will provide legal services to you and bill for those services.

1. SERVICES

You are retaining us to work with you and your attorney, Ronald Richards, Esquire, in United States v. Ramanthan Prakash, No. 2:08-cr-00427-MCE-7, United States District Court for the Eastern District of California to obtain for you the lowest possible sentence, and if it is one of incarceration, to be served in the best place possible under terms and conditions that will enable you to be released from custody at the earliest possible opportunity and to assist him in doing so.

Our representation does not include any appeals to the United States Court of Appeals for the Ninth Circuit.

2. TEAM DEFENSE

It is understood that the client is retaining the services of the Law Offices of Alan Ellis. Our firm practices Ateam defense. This means that at least two lawyers and/or criminal justice professionals will be on your Adefense team@ working on various aspects of your case. While I am responsible for our firm's overall representation, you agree and acknowledge that other members and employees of the firm may work on particular matters as appropriate; that it is in

www.alanellis.com

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NEW YORK 271 MADISON AVENUE, 20TH FLOOR, NEW YORK, NY 10016 • P 212.252.9775 • F 212.382.3610 • AElaw1@aol.com
SHANGHAI LONGAN LAW FIRM, 20/F, TOWER B, CICC INT'L PLAZA, 333 N. CAOXI ROAD, SHANGHAI, 200030, CHINA,
P 415.256.9775 • F 415.256.9772, AElaw1@aol.com

My admission to the New York Bar is pending. I associate with New York State counsel on all federal matters litigated by this office in New York.

both of our interests to see to it that a particular task is done by that firm member who is best able to do it at the least cost to you.

Mark Allenbaugh, Of Counsel to the firm, is a nationally recognized expert on federal sentencing, law, policy and practice. He has served as chair of the Federal Sentencing Guidelines Task Force for the D.C. Chapter of the Federal Bar Association, and currently serves as Co-Chair of the Sentencing Committee for the National Association of Criminal Defense Lawyers, and as a member of the ABA's Corrections and Sentencing Committee. Prior to entering private practice, he served as a Staff Attorney for the U.S. Sentencing Commission. Mr. Allenbaugh has published numerous articles on sentencing policy and criminal justice. He is quoted frequently in the national press. He is a co-editor of *Sentencing, Sanctions, and Corrections: Federal and State Law, Policy, and Practice* (2nd ed., Foundation Press, 2002).

J. Michael Henderson is a Federal Bureau of Prisons designations consultant to the firm. Mr. Henderson has over 23 years of experience working with the Bureau of Prisons. While employed by the BOP, Mr. Henderson served as the former Regional Designator for the Western Region of the United States. He served in this capacity in the early 90s and again from 1997 until his retirement in 2000. In that capacity, his duties included oversight of the Federal Bureau of Prisons classification of newly-sentenced federal offenders in the western part of the United States. Mr. Henderson also worked at several prisons ranging from administrative to high security, and at the Bureau of Prisons North Central Regional Office in Kansas City. He helped revise and implement BOP policies in the areas of Central Inmate Monitoring and Designations, and also provided staff training in these areas. During his career, Mr. Henderson has received numerous awards and recognition for his work including noteworthy awards from the inmate branch of the NAACP at FPC Allenwood and the Bureau of Prisons= National Stanford Bates Award for outstanding contributions to improved case management. He is the co-author of the *Federal Prison Guidebook*, A Securing a Favorable Prison Designation, @ A Early Release from Custody, @ A Getting Out Early, The Bureau of Prisons= RDAP Program, @ and "Reducing Recidivism: The Bureau of Prisons Comprehensive Residential Drug Abuse Program."

Philip S. Wise is a Federal Bureau of Prisons medical consultant to the firm. Mr. Wise received his B. A. from Emory University (Phi Beta Kappa), and his M. Ed. from Georgia State University. He has 25 years of experience with the Federal Bureau of Prisons. His most senior position was as an Assistant Director. In that position his responsibilities included national oversight for Health Services, Food Services, and Safety. He managed and had oversight for a \$500 million budget. He directed or participated in the development of national policies related to corrections, correctional health care, public health issues and post release services. With the Director of the Federal Bureau of Prisons and the other members of the executive staff, he was responsible for the overall administration of the federal prison system. Over his long career, his varied assignments included the following: Case Management; Drug Abuse Treatment Manager; Staff Training Academy Instructor; Regional Administrator for Correctional Programs; Regional and later National Administrator of Correctional Programs at the Central Office in Washington, D. C., where he later served as a Deputy Assistant Director and Assistant Director. He was a Warden at the Federal Medical Center for Prisoners where he managed medical and surgical inpatient and outpatient programs and forensic mental health programs. He was also Warden at

the Federal Prison Camp for female prisoners in West Virginia. Mr. Wise was a member of the Senior Executive Service and has received numerous honors and awards. He has provided testimony and briefings to members of Congress and senior government officials. He has considerable experience as an auditor/evaluator of correctional institution operations. Subsequent to his work with the Federal Bureau of Prisons, he served as Vice President of a national correctional health care company that provided specialty health care for inmates in federal, state, and local facilities. Currently, he consults on medical issues focused on procedures of the Federal Bureau of Prisons. His primary areas of focus as a consultant are health care, mental health care, management of health care systems, management of food service operations, case management and female inmate issues. Mr. Wise is a member of the American Correctional Association.

Saundra Muncy will round out your defense team. Ms. Muncy is our paralegal who comes to the firm from a background in ombudsman and grievance counseling services within the Virginia Department of Corrections, where she served as the Human Rights Advocate for several medium/maximum security penitentiaries. She holds a degree in Business Administration and has furthered her education focusing on criminal justice and psychology. She has been a member of the firm since 1997.

Additionally, we are utilizing the services of Dayle Carlson, a correctional consultant and mitigation specialist. Mr. Carlson is a former United States Probation Officer in the Northern District of California in San Francisco. He now works out of Sacramento. In 1984, he left government service and since then has had a private consulting practice focusing on the evaluation of federal criminal defendants and the development of alternative sentencing reports and proposals. He has a Masters Degree in counseling psychology. He has consulted on over 600 federal sentencing cases and will prepare a memorandum in mitigation of punishment including any grounds for a downward departure and/or a variance. Dayle and I will be meeting with Uma and Sri today and coming down to see you on Monday at approximately 10:00 am.

Please put Mr. Allenbaugh's telephone number (714-849-6205) as well as both my office (415-256-9775) and home office numbers (415-464-8617) on your calling list. Also put Mr. Carlson's number (916-451-6699) on your list.

3. FEES AND EXPENSES

We have agreed upon a minimum fee, non-refundable retainer of \$75,000 which we acknowledge receipt of. Against this retainer, we will bill you at the rates in effect at the time that we do the work plus expenses. Expenses include, but are not limited to, overnight mail, travel meals, lodging, transcripts, sentencing consultant, Dayle Carlson's fees and expenses, forensic mental health professional fees, local counsel fees and any other expenses necessary for the proper handling of your case.

Against the retainer we will bill you at the rates then in effect as set by our firm. Our current rates are on the attached schedule. Additionally, if and when we approach the \$75,000 and there's still more work to be done, we will ask you for a replenishment fee as more fully described in paragraph 5 below.

In setting the fee, our firm has taken into consideration the degree of difficulty of the case; the urgency of the matter; necessity of declining other work based upon the hours required to do this case and the prohibition of our undertaking any representation of any other client which may conflict with your interests; and our degree of expertise in the handling of your matter.

5. REPLENISHMENT FEE

It is our policy always to keep on account a sufficient amount against which to bill anticipated time and expenses for the case. Thus, to the extent our records reflect that we need additional funds to cover anticipated time and expenses, you will be asked to send us a replenishment amount to bring the account to that level. However, unlike the initial retainer, the replenishment fee is a refundable fee and any monies left from it at the conclusion of the case will be refunded to you. At the conclusion of the case or upon discharge by you and permission to withdraw from your case if required by the court, any monies remaining that have not been expended will be refunded to you.

Replenishment fees are due within ten (10) days of the date that they are requested. All balances that are overdue by more than 30 days will be subject to an interest charge of 1.5% per month (18% APR) or the highest legal rate of interest allowed by the court but not exceeding 18% APR.

Certain costs, such as telephone charges, conference calls involving more than three people and overnight delivery charges, are sometimes not available until subsequent months, in which case a supplemental bill will be rendered or an estimated amount will be included in the monthly bill and adjustments made when the actual charges are known.

6. NO GUARANTEES OF OUTCOME

We cannot and have not guaranteed or predicted a favorable outcome of your case.

7. WITHDRAWAL

In the event that you fail or refuse to pay the amounts due and owing or any requested replenishment fees or fail to make satisfactory payment arrangements within fifteen (15) days from receipt of the date of the bill for services or expenses or if we believe that there is an irreconcilable breakdown in the lawyer-client relationship, you agree to our withdrawing as counsel as long as a withdrawal is in compliance with the Rules of Professional Conduct of any applicable rule of any applicable court. We may represent to the court on any motion for leave to withdraw that you join in the motion. Upon our withdrawal, despite this being a minimum fee, non-refundable retainer, any unexpended monies will be refunded to you.

8. VENUE

The exclusive jurisdiction for any dispute or litigation arising from the services provided under this agreement shall be the county of Marin, state of California. The exclusive jurisdiction for any judicial proceeding to enforce this agreement shall be the state of California, Marin County Superior Court and that the parties to the action are Alan Ellis and any signatory.

9. COLLECTION

If I need to hire an attorney to recover any sums payable or paid under this agreement, I shall be entitled to collect, if successful, in addition to the fees and costs owed, reasonable attorney's fees and costs that I incur with or without the commencement of a lawsuit.

10. WRITTEN AGREEMENT

This written agreement contains all agreements between us and must be signed by both you and me and the retainer received before we begin any work on your behalf. Nonetheless, as stated above, if we have worked on your case prior to the execution of this agreement, time spent on your case will be billed unless it was the subject of a previous agreement.

11. MISCELLANEOUS

Because there exists an attorney-client relationship between us, you are advised that you may wish to seek the advice of independent counsel regarding the terms and conditions of this fee agreement.

If you have any questions, please feel free to call our office.

We look forward to representing you and to earning your trust and confidence.

Sincerely yours,
LAW OFFICES OF ALAN ELLIS

BY: ALAN ELLIS

AE/dab

Enclosure (billing rates)

cc: Sriram Prakash (via email: sriramp@ucla.edu)

I AGREE TO THE FOREGOING:

RAMANTHAN PRAKASH

Date

THE LAW OFFICES OF

Alan Ellis

SAN FRANCISCO NEW YORK SHANGHAI

PRACTICE LIMITED TO FEDERAL CRIMINAL LAW

REPLY TO:

1120 Nye Street, Suite 300
San Rafael, CA 94901
415-256-9775 Phone
415-256-9772 Fax

2011 HOURLY BILLING RATES

Alan Ellis, Esquire (AE)	\$750.00
Peter Goldberger, Esquire (PG)	\$700.00
James H. Feldman, Jr., Esquire (JHF)	\$650.00
Todd A. Bussert, Esquire (TB)	\$650.00
Mark Allenbaugh, Esquire (MA)	\$650.00
Jonathan Edelstein, Esquire (JE)	\$650.00
John Steer, Esquire (JS)	\$650.00
J. Michael Henderson, prison specialist (MH)	\$500.00
Philip S. Wise, prison specialist (PSW)	\$500.00
Tess Lopez, mitigation specialist (TL)	\$350.00
Joe Lopez, supervised release specialist (JL)	\$350.00
Saundra Muncy, paralegal (SM)	\$250.00
Deborah Bezilla, administrative assistant (DB)	\$250.00
Jie "Hai Lin" Zheng, China consultant (HL)	\$200.00

Telephone calls are billed at a minimum of .2 hours; letters are billed at a minimum of .3 hours; receiving and sending emails are billed at a minimum of .2 hours.

Alan Ellis's, out-of-the-office trips are billed at a minimum rate of \$7,500 per day. James H. Feldman's, Todd Bussert's, Jonathan Edelstein's and Mark Allenbaugh's out-of-the-office trips are billed at a minimum rate of \$6,500 for each day spent outside of the office. Any time spent working on other cases while traveling is deducted from the above amount.

Alan Ellis' fees while traveling on out-of-the-office trips not working on your case or any other cases is billed at \$375 per hour subject to the per diem fee above.

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P 415.256.9775 • F 415.256.9772, AELaw1@aol.com

My admission to the New York Bar is pending. I associate with New York State counsel on all federal matters litigated by this office in New York.

Exhibit B

COPY

1 LAW OFFICES OF JAMES W. SPERTUS
2 James W. Spertus (SBN 159825)
2 Amanda R. Touchton (SBN 220430)
3 1990 S. Bundy Dr., Suite 705
3 Los Angeles, California 90025
4 Telephone: (310) 826-4700
4 Facsimile: (310) 826-4711
5 jim@spertuslaw.com
5 amanda@spertuslaw.com

6 Attorneys for Defendant
7 Ramanathan Prakash, M.D.

8
9 UNITED STATES DISTRICT COURT
10
11 CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 RAMANATHAN PRAKASH,

16 Defendant.

17 Case No. CR 08-00427-07 MCE

18
19
20
21
22 DECLARATION OF ALAN ELLIS
23 IN SUPPORT OF DEFENDANT
24 RAMANATHAN PRAKASH'S
25 OBJECTIONS TO THE
26 PRESENTENCE REPORT AND
27 POSITION RE SENTENCING;
28 EXHIBITS A-D

1
2 [Filed concurrently with Defendant
3 Ramanathan Prakash's Objections to
4 the Presentence Report and Position
5 Re Sentencing; Declaration of Mark
6 Allenbaugh, Exhibit A; Declaration of
7 Jeffrey S. Helper, Exhibits A-F;
8 Declaration of R. Lawrence Nicholson,
9 Exhibits A-G; Declaration of James W.
10 Spertus, Exhibits A-Q]

11 Date: September 27, 2010

12 Time: 2:00 p.m.

13 Courtroom: 7

DECLARATION OF ALAN ELLIS

I, Alan Ellis, hereby state and declare as follows:

3 1. I am an attorney duly licensed to practice law in the Commonwealth of
4 Pennsylvania and the Northern District of California. I was admitted Pro Hac Vice
5 to represent Dr. Ramanathan Prakash on September 12, 2011[Docket No. 506] in
6 United States v. Ramanathan Prakash, Case No. CR 00427-07. On March 28, 2012,
7 Mr. Ronald Richards withdrew as attorney of record in the above entitled matter
8 [Docket No. 651] and I became attorney of record until July 31, 2012 [Docket No.
9 720] when Mr. James W. Spertus substituted in as counsel for Dr. Prakash. Except
10 where otherwise indicated, I have personal knowledge of the facts set forth herein
11 and, if called as a witness, I could and would competently testify thereto.

12 2. On October 5, 2011, Dr. Prakash and I met with the Probation Officer
13 assigned to complete Dr. Prakash's Pre-Sentence Report ("PSR"), Mr. Hugo Ortiz.
14 Probation Officer Ortiz provided me with the standard probation financial forms,
15 including the Net Worth Statement.

16 3. On December 28, 2011, I assigned to Mr. Mark H. Allenbaugh, an
17 attorney of counsel to my law office, the task of collecting all of Dr. Prakash's
18 financial information and assisting Dr. Prakash with completing the probation
19 forms, including the Net Worth Statement.

4. I am informed and believe that Mr. Allenbaugh contacted Probation
Officer Ortiz via email and asked him to provide another set of the probation forms.
Probation Officer Ortiz sent a copy of the probation forms to Mr. Allenbaugh via
email, including the Net Worth Statement.

24 5. I am informed and believe that Mr. Allenbaugh provided the forms to
25 the Trustee of the Prakash Living Trust (“Trust”). On January 26, 2012, the Trustee
26 asked Mr. Allenbaugh, in writing, whether Trust assets needed to be disclosed on
27 the standard probation financial forms, including the Net Worth Statement. Mr.

1 Allenbaugh told me that he did not believe, based on his interpretation of the
2 instructions he received from Probation Officer Ortiz, that the Trust assets needed to
3 be disclosed.

4 6. I am informed and believe that Mr. Allenbaugh responded, in writing,
5 to the Trustee and affirmatively maintained that Trust assets did not need to be
6 included in the Net Worth Statement. I am further informed and believe that Mr.
7 Allenbaugh subsequently confirmed this advice orally to the Trustee.

8 7. I am informed and believe that, on January 30, 2012, Mr. Allenbaugh
9 emailed a completed "Personal Finance Statement-Summary" and "Personal Cash
10 Flow Statement," which had not been fully or accurately explained or described to
11 Dr. Prakash, to Probation Officer Ortiz. These documents were not standard
12 probation forms and had not been signed by Dr. Prakash.

13 8. I later requested that my local counsel, David Dratman, bring the forms
14 to Dr. Prakash at the Sacramento County Jail and obtain his signature. I am
15 informed and believe that Mr. Dratman did bring the forms to Dr. Prakash and
16 obtained his signature. I am further informed and believed that, on February 6,
17 2012, Mr. Dratman provided a signed version of these non-standard documents,
18 including the "Personal Finance Statement-Summary" and "Personal Cash Flow
19 Statement," to Probation Officer Ortiz. Attached hereto as Exhibit A, are true and
20 correct copies of the signed Personal Finance Statement-Summary and the Personal
21 Cash Flow Statement.

22 9. On February 21, 2012, I filed Dr. Prakash's Sentencing Memorandum
23 [Docket No. 622] including various supporting exhibits.

24 10. On February 23, 2012, I informed the Court that my office was
25 responsible for errors in the financial documents that had been supplied to
26 probation. The Court continued the sentencing hearing until March 8, 2012.

27
28

1 11. On or before March 5, 2012, I received a February 29, 2012 letter from
2 Mr. Jeffrey Helper, attorney for the Trust, that included 15 exhibits constituting over
3 600 pages of financial records. Attached as Exhibit 8 to Mr. Helper's letter was the
4 standard probation Net Worth Statement form that Mr. Helper had completed for Dr.
5 Prakash.

6 12. On March 6, 2012, I am informed and believe that Mr. Allenbaugh
7 received a supplemental letter via email from Mr. Helper regarding an entity named
8 Sygma Capital, LLC ("Sygma Capital"). This letter described in detail cash
9 transactions between the Trust and Sygma Capital.

10 13. On or about March 6, 2012, I am informed and believe that Mr.
11 Allenbaugh amended the Net Worth Statement that Mr. Helper had attached as
12 Exhibit 8 to his February 29, 2012 letter to reflect the DLA Piper and Sygma Capital
13 transactions. I did not initially provide the Court with Mr. Helper's March 6, 2012
14 letter.

15 14. On March 7, 2012, the Court sua sponte continued the sentencing
16 hearing to May 24, 2012.

17 15. On March 8, 2012, I emailed the 15 exhibits of supporting financial
18 documents I had received from Mr. Helper to Probation Officer Ortiz, which
19 included Exhibit 8, and the unsigned Net Worth Statement with the interlineated
20 entries for DLA Piper and Sygma Capital that Mr. Allenbaugh had written on the
21 Net Worth Statement.

22 16. On March 21, 2012, I sent a letter to the Probation Officer providing an
23 update on financial documents, and attached the February 29, 2012 letter from Mr.
24 Helper regarding the Prakash Living Trust. Attached hereto as Exhibit B, is a true
25 and correct copy of my March 21, 2012 letter to the Probation Officer.

26 17. On April 23, 2012, at my request, Mr. Helper met with Dr. Prakash at
27 the Sacramento Jail to review the financial declarations and supporting documents

1 with Dr. Prakash, and to obtain his signature on the Net Worth Statement.
2 Unfortunately, Mr. Helfer had Dr. Prakash sign the February 29, 2012 version of the
3 Net Worth Statement which did *not* contain the DLA Piper and Sygma Capital trust
4 transactions that had been interlineated onto the Net Worth Statement that I had
5 previously provided to the Probation Officer.

6 18. On April 24, 2012, I submitted to the Probation Officer the Net Worth
7 Statement that Mr. Helfer had provided to Dr. Prakash for signature. I overlooked
8 the fact that the version of the Net Worth Statement that Dr. Prakash signed did not
9 include the DLA Piper and Sygma Capital cash transactions.

10 19. Once this error was brought to my attention by the Government and
11 Probation Officer Ortiz, I personally took the revised Net Worth Statement to Dr.
12 Prakash and obtained his signature on the correct Net Worth Statement. In
13 correspondence dated June 14, 2012, to Probation Officer Ortiz, I explained my
14 errors and attached the corrected Net Worth Statement. Attached hereto as Exhibit
15 C, is a true and correct copy of my June 14, 2012 letter and I hereby attest that the
16 statements in that letter are true and accurate. Attached hereto as Exhibit D, is a true
17 and correct copy of the corrected and signed Net Worth Statement, which is dated
18 June 13, 2012.

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LAW OFFICES OF JAMES W. SPERTUS
1990 SOUTH BUNDY DRIVE, SUITE 705
LOS ANGELES, CALIFORNIA 90025
TEL. (310) 826-4700 • FAX (310) 826-4711

1 20. It is my firm opinion that Dr. Prakash did not intend, at any point, to
2 present inaccurate or misleading financial information to the Probation Officer or to
3 the Court, and that the errors were the result of errors made by my office and people
4 working under my supervision.

I declare under penalty of perjury under the laws of the State of California
that the foregoing is true and correct. Signed this 10th day of September, 2012 at
San Rafael, California.

7 San Rafael, California.

2

Alan Ellis

Exhibit C

C

Y

1 LAW OFFICES OF JAMES W. SPERTUS
2 James W. Spertus (SBN 159825)
2 Amanda R. Touchton (SBN 220430)
3 1990 S. Bundy Dr., Suite 705
3 Los Angeles, California 90025
4 Telephone: (310) 826-4700
4 Facsimile: (310) 826-4711
5 jim@spertuslaw.com
5 amanda@spertuslaw.com
6 Attorneys for Defendant
7 Ramanathan Prakash, M.D.

8
9 UNITED STATES DISTRICT COURT
10
11 CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Case No. CR 08-00427-07 MCE

14 Plaintiff,

15 v.

16 RAMANATHAN PRAKASH,

17 Defendant.

18
19
20
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22 DECLARATION OF MARK
23 ALLENBAUGH IN SUPPORT OF
24 DEFENDANT RAMANATHAN
25 PRAKASH'S OBJECTIONS TO
26 THE PRESENTENCE REPORT
27 AND POSITION RE SENTENCING,
28 EXHIBIT A

[Filed concurrently with Defendant Ramanathan Prakash's Objections to the Presentence Report and Position Re Sentencing; Declaration of Alan Ellis, Exhibits A-D; Declaration of Jeffrey S. Helper, Exhibits A-F; Declaration of R. Lawrence Nicholson, Exhibits A-G; Declaration of James W. Spertus, Exhibits A-Q]

29 Date: September 27, 2010

30 Time: 2:00 p.m.

31 Courtroom: 7

32
33 Law Offices of James W. Spertus
34 1990 S. Bundy Dr., Suite 705
35 Los Angeles, CA 90025
36 Tel 310-826-4700; Fax 310-826-4711

DECLARATION OF MARK ALLENBAUGH

I, Mark Allenbaugh, hereby state and declare as follows:

1. I am an attorney duly licensed to practice law in the District of
Columbia, Maryland, and Virginia, as well as the U.S. District Court for the
Northern District of Ohio. I am Of Counsel to the Law Offices of Alan Ellis and
worked under Mr. Ellis's direction on the matter captioned United States v.
Ramanathan Prakash, Case No. CR 00427-07. I have personal knowledge of the
facts set forth herein and, if called as a witness, I could and would competently
testify thereto under oath.

10 2. On or about December 28, 2011, Mr. Ellis assigned to me the task of
11 collecting Dr. Prakash's financial information and assisting Dr. Prakash with
12 completing the financial forms supplied by the Probation Office in connection with
13 the Presentence investigation, including the Net Worth Statement.

14 3. Probation Officer Ortiz sent a copy of the financial forms to me via
15 email, including the Net Worth Statement, and the attachments were in
16 WordPerfect. I opened the forms in Microsoft Word, and unbeknownst to me, not all
17 pages of the form converted. Due to this conversion error, among other things, the
18 instructions regarding disclosure of trust assets were not converted.

19 4. Based on the incomplete conversion (that was then unknown to me), I
20 told the Trustee that Trust assets did not need to be disclosed or included in the Net
21 Worth Statement. Attached hereto as Exhibit A is a true and correct copy of the
22 email that I sent to the Trustee advising the Trustee that Trust assets did not need to
23 be included on the Net Worth Statement. I subsequently confirmed this advice
24 orally to the Trustee.

25 //

26 //

27 //

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1 I declare under penalty of perjury under the laws of the State of California
2 that the foregoing is true and correct. Signed this 18th day of September, 2012 at
3 Costa Mesa _____, California.

4 
5 Mark Allenbaugh
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SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

ALAN ELLIS, an individual; [Additional parties attachment form is attached]

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
RAMANATHAN PRAKASH, M.D.

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

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 12 2014

Sherri R. Carter, Executive Officer/Clerk
By _____, Deputy

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), 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), the California Courts Online Self-Help Center (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), 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), en el Centro de Ayuda de las Cortes de California, (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): 1725 Main St, Santa Monica, CA 90401

CASE NUMBER:
(Número del Caso):

SC122538

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):

DATE: **MAY 12 2014** Sherri R. Carter, Clerk Clerk, by _____ , Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

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):

SHORT TITLE: PRAKASH V. ELLIS, ET AL.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

THE LAW OFFICES OF ALAN ELLIS, a California business entity form unknown; MARK ALLENBAUGH, an individual; THE LAW OFFICES OF MARK ALLENBAUGH, a California business entity form unknown; DAVID DRATMAN, an individual; and DOES 1 to 25, inclusive,

CASE NO. SC122538

NOTICE OF CASE ASSIGNMENT TO INDIVIDUAL CALENDAR COURT

TO PLAINTIFFS AND PLAINTIFFS' ATTORNEYS OF RECORD or PLAINTIFFS IN PRO PER:

IT IS HEREBY ORDERED AND YOU ARE HEREBY NOTIFIED that this action shall be assigned to a Judge for all purposes, including trial, as follows:

Richard A. Stone

Department: M

- Santa Monica Courthouse
1725 Main Street
Santa Monica, CA 90401

IT IS FURTHER ORDERED THAT PLAINTIFF OR COUNSEL FOR PLAINTIFF SHALL GIVE NOTICE OF THIS ALL-PURPOSE CASE ASSIGNMENT by serving a copy of this Notice on all parties to this action at the time the Summons and Complaint are served, or, if not a served party, then when such party (including any cross-defendant or complainant-in-intervention) appears in the action.

CASE MANAGEMENT REVIEW AND CONFERENCE: Upon the filing of the Complaint, a Case Management Review and Conference will be calendared for hearing in the Court to which the case is assigned. **The hearing date will be stamped upon the face of the Complaint.** Plaintiff shall give separate notice of the Case Management Review and Conference to all named parties in conjunction with service of the Summons and Complaint and include any later appearing party such as a cross-defendant or complainant-in-intervention served within this time period. **Proof of service must be brought to the hearing if not previously filed.** Failure to timely file proof of service of Summons and Complaint within 60 days after filing the Complaint (CRC 3.110(b)) may result in an Order to Show Cause re sanctions being issued. (CRC 3.110(f).)

If a case is assigned to Department X, located in the Beverly Hills Courthouse, all documents, pleadings, motions, and papers filed subsequent to the original Complaint shall be filed directly in the courtroom stamped upon the Complaint.

TIME STANDARDS: Cases will be subject to processing under the following time standards:

COMPLAINTS: All Complaints shall be served on all named defendants and proof of service filed within 60 days after the filing of the Complaint. The Court may set an OSC re failure to file proof of service of Summons and Complaint if not timely filed. (CRC 3.110(b).)

CROSS-COMPLAINTS: No Cross-Complaint may be filed by any party after its answer is filed without first obtaining leave of court. Cross-Complaints shall be served and proof of service filed within 30 days of the filing date, unless a party has appeared in the action. (CRC 3.110(c).)

APPLICABLE RULES: Counsel as well as self-represented parties are directed to familiarize themselves with the Local Rules for the County of Los Angeles, particularly Chapter 3 Civil Division Rules, and California Rules of Court relating to civil case management. These Rules apply to all general civil cases and shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE: A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment of the Judge, or if a party has not yet appeared, within 15 days of the first appearance of that party. (Local Rule 2.5(a).)

PREPARATION AND PROCEDURES FOR CASE MANAGEMENT REVIEW AND CONFERENCE: Pursuant to CRC 3.724, no later than 30 calendar days before the date set for the Case Management Conference, **the parties must meet and confer**, in person or by telephone, to consider each of the issues identified in Rule 3.727 and, in addition, to consider the following:

- (1) Resolving any discovery disputes and setting a discovery schedule;
- (2) Identifying and, if possible, informally resolving any anticipated motions;
- (3) Identifying the facts and issues in the case that are uncontested and may be the subject of stipulation;
- (4) Identifying the facts and issues in the case that are in dispute;
- (5) Determining whether the issues in the case can be narrowed by eliminating any claims or defenses by means of a motion or otherwise;
- (6) Determining whether settlement is possible;
- (7) Discuss type of mediation counsel and parties prefer;
- (8) Identifying the dates on which all parties and their attorneys are available or not available for trial, including the reasons for unavailability; and
- (9) Other relevant matters.

Pursuant to CRC 3.725, no later than 15 calendar days before the date set for the Case Management Conference or Review, each party must file a Case Management Statement and serve it on all other parties in the case. In lieu of each party's filing a separate Case Management Statement, any two or more parties may file a joint Statement.

The subjects to be considered at the Case Management Conference shall include the following (CRC Rule 3.727):

- (1) Whether there are any related cases (see CRC 3.300);
- (2) Whether all parties named in the Complaint or Cross-Complaint have been served, have appeared, or have been dismissed;
- (3) Whether any additional parties may be added or the pleadings may be amended;
- (4) Whether, if the case is a limited civil case, the economic litigation procedures under Code of Civil Procedure Section 90 et seq. will apply to it or the party intends to bring a motion to exempt the case from these procedures;
- (5) Whether any other matters (e.g., the bankruptcy of a party) may affect the Court's jurisdiction or processing of the case;
- (6) Whether the parties have stipulated to, or the case should be referred to, judicial arbitration in courts having a judicial arbitration program or to any other form of alternative dispute resolution (ADR) process and, if so, the date by which the judicial arbitration or other ADR process must be completed;
- (7) Whether an early settlement conference should be scheduled and, if so, on what date;
- (8) Whether discovery has been completed and, if not, the date by which it will be completed;
- (9) What discovery issues are anticipated;
- (10) Whether the case should be bifurcated or a hearing should be set for a motion to bifurcate under Code of Civil Procedure Section 598;
- (11) Whether there are any Cross-Complaints that are not ready to be set for trial and, if so, whether they should be severed;
- (12) Whether the case is entitled to any statutory preference and, if so, the statute granting the preference;
- (13) Whether a jury trial is demanded and, if so, the identity of each party requesting a jury trial;

- (14) If the trial date has not been previously set, the date by which the case will be ready for trial and the available trial dates;
- (15) The estimated length of trial;
- (16) The nature of the injuries;
- (17) The amount of damages, including any special or punitive damages;
- (18) Any additional relief sought;
- (19) Whether there are any insurance coverage issues that may affect the resolution of the case; and
- (20) Any other matters that should be considered by the Court or addressed in its Case Management Order.

SANCTIONS: The Court has authority to impose appropriate sanctions for the failure or refusal to comply with provisions of the California Rules of Court and Local Rules governing time standards and case management conference requirements or deadlines. Such sanctions may be imposed upon counsel, a party, or both, as permitted by rule, statute, or law.

This is not a complete representation of the applicable Local Rules or California Rules of Court, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under the Trial Court Delay Reduction Rules. Careful reading and compliance with the Local Rules and California Rules of Court are absolutely imperative.



LISA HART COLE, Supervising Judge
Los Angeles Superior Court, West District

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

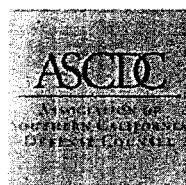


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:

CASE NUMBER:

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➤ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
- 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
- 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

— 1 —

(ATTORNEY FOR PLAINTIFF)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

[View all posts by admin](#)

(ATTORNEY FOR

(ATTORNEY FOR)

— 5 —

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:	

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least _____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:

CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR PLAINTIFF)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER

**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 7 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.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
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 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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 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: PRAKASH V. ELLIS, ET AL.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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 checked="" type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	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.
Real Property	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	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: PRAKASH V. ELLIS, ET AL.	CASE NUMBER
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	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	2., 9.	
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.	
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.	
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.	
Miscellaneous Civil Complaints		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.	
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.	
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.		
Miscellaneous Civil Petitions	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.	
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.	
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.	
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.	
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.	
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.	
		<input type="checkbox"/> A6190 Election Contest	2.	
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.	
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.	
		<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

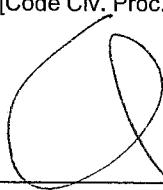
SHORT TITLE: PRAKASH V. ELLIS, ET AL.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper 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.			ADDRESS: U.C.L.A., Los Angeles, CA 90095
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" 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.			
CITY: Los Angeles	STATE: CA	ZIP CODE: 90095	

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 SANTA MONICA courthouse in the WEST 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: May 12, 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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Olaf J. Muller, SBN 247372
FINK & STEINBERG
 11500 Olympic Blvd, Suite 316
 Los Angeles, CA 90064
 TELEPHONE NO.: 310-268-0780 FAX NO.: 310-268-0790
 ATTORNEY FOR (Name): PLAINTIFF RAMANATHAN PRAKASH

FOR COURT USE ONLY

CONFORMED COPY
ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

MAY 12 2014

Sherri R. Carter, Executive Officer/Clerk
 By  Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 1725 Main St
 MAILING ADDRESS: 1725 Main St
 CITY AND ZIP CODE: Santa Monica, CA 90401
 BRANCH NAME: WEST DISTRICT

CASE NAME:
PRAKASH V. ELLIS, ET AL.

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER
<input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	SC122538
		JUDGE:	Richard A. Stone
		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	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<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)	<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)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Real Property	Insurance coverage claims arising from the above listed provisionally complex case types (41)
<input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	
Non-PI/PD/WD (Other) Tort	Unlawful Detainer	Enforcement of Judgment
<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 checked="" type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<input type="checkbox"/> Enforcement of judgment (20)
Employment	Judicial Review	Miscellaneous Civil Complaint
<input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<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)	<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 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
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive4. Number of causes of action (specify): **FIVE (5)**5. This case 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: May 12, 2014

Olaf J. Muller, SBN 247372

(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