

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
Electronically FILED
by Superior Court of California, County of San Mateo
ON **5/26/2020**
By **/s/ Anthony Berini**
Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

APPLE, INC., and DOES 1 through 10, inclusive

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

Roberto de Jesús Escobar Gaviria, an individual

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):

Southern Branch Superior Court, 400 County Center, Redwood City, CA 94063

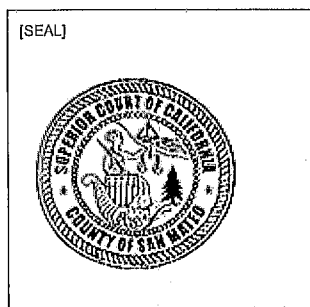
CASE NUMBER: (Número del Caso):
20-CIV-02227

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):

Roberto de Jesús Escobar Gaviria, 324 S BEVERLY DR #325, BEVERLY HILLS, CA 90212, TELEPHONE # 347-618-0820

DATE: ~~May 28, 2020~~ **5/26/2020** Neal I. Taniguchi Clerk, by **/s/ Anthony Berini**, Deputy (Fecha) **5/26/2020** (Secretario) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): **Apple, Inc.**
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)

For your protection and privacy please press the Clear This Form button after you have printed the form.

Print this form

Save this form

Clear this form

1 Roberto de Jesús Escobar Gaviria, Pro Per
2 324 S BEVERLY DR. #325
3 BEVERLY HILLS, CA 90212
4 Tel: (347) 618-0820
5 Email: re@escobarinc.com

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by Superior Court of California, County of San Mateo
ON 5/26/2020
By /s/ Anthony Berini
Deputy Clerk

6
7 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

8 **SAN MATEO COUNTY**

9 20-CIV-02227

10 **Roberto de Jesús Escobar Gaviria, an**
11 **individual,**

12 **Plaintiff,**

13 vs.

14 **APPLE, INC., and DOES 1 through 10,**
15 **inclusive**

16 **Defendants.**

COMPLAINT FOR DAMAGES

1. Breach of Contract
2. Negligence/Negligent Misrepresentation
3. Negligent Infliction of Emotional Distress

JURY TRIAL DEMANDED

17
18
19 Plaintiff Roberto de Jesús Escobar Gaviria alleges as follows:

20 **THE PARTIES AND VENUE**

21 1. Plaintiff Roberto de Jesús Escobar Gaviria ("Plaintiff") was at all times herein mentioned a
22 resident of the Country Colombia.

23 2. Plaintiff is informed and believes, and thereupon alleges, that Defendant Apple, Inc.
24 ("Apple" or "Defendant") is a California corporation with its principal place of business in
25 Cupertino, California.

26 3. The true names, capacities, and identities of the Defendants sued herein as Does 1 through
27 10 are presently unknown to Plaintiff. Plaintiff sues these Defendants by such fictitious names,
28 and will seek leave to amend this Complaint to allege their true names and capacities when
ascertained.

1 4. All relevant events and circumstances concerning the incident giving rise to this
2 Complaint, as more fully described below, occurred in the County of San Mateo.

3 **STATEMENT OF FACTS**

4 5. Plaintiff is the owner of an iPhone X (“iPhone X”), which he purchased on April 10, 2018
5 in Medellín, Colombia.

6 6. Apple manufactures and sells cellular phones known as iPhones. Among other things,
7 Apple sells its iPhones through its website and Apple stores. However, Apple does not have any
8 Apple stores in Colombia and customers either must order an iPhone directly from Apple’s
9 website or purchase through a reseller.

10 7. On April 10, 2018, Plaintiff went to a local Apple reseller in Colombia to inquire about
11 possibly purchasing an iPhone. Plaintiff notified the salesperson that he is looking for an iPhone
12 which will provide the most security.

13 8. Plaintiff notified the salesperson that an attempt on his life was made recently in 2010 and
14 2014 and needs a device which is not vulnerable to any known or unknown exploits.

15 9. The salesperson recommended the iPhone X as the most secure phone on the market and
16 told Plaintiff to call Apple support to confirm.

17 10. Before purchasing the iPhone X, Plaintiff called Apple support directly in order to
18 determine whether the iPhone X is the most secure phone on the market.

19 11. The person Plaintiff spoke to from Apple support was a person named Andrés who stated
20 that they were employed by Apple and an expert on iPhones. Plaintiff explained to Andrés that
21 he is looking to purchase a new phone and needs one which is not vulnerable to any known or
22 unknown exploits.

23 12. Again, as Plaintiff had explained earlier to the salesperson, Plaintiff told Andrés that an
24 attempt on his life was made in 2010 and his location at that time was found by the suspect
25 gaining illegal entry to Plaintiff’s phone. The suspect was shot and killed during the attempt
26 which also garnished worldwide media publicity. Plaintiff explained that it could just as easily
27 have been him that would have been killed at that time, as such was the goal of the suspected
28 assassin. Andrés explained to Plaintiff that iPhones are not exploitable and are the most secure

1 phones available on the market. Andrés explained that it is impossible to hack an iPhone X and
2 that its operating system iOS is completely secure.

3 13. Additionally, Andrés linked Plaintiff to various Apple websites where Apple explains the
4 security of iPhones. Plaintiff was still hesitant and asked Andrés to explain why iPhones are
5 more secure than other devices on the market.

6 14. In response, Andrés explained to Plaintiff that iPhones have many layers of security.
7 First, Andrés explained to Plaintiff that security is built into the hardware itself. Second, Andrés
8 explained, even if the hardware is compromised, the software acts as another layer of security.
9 Finally, Andrés explained, the iPhone simply cannot be exploited and will never be vulnerable to
10 future exploits.

11 15. Plaintiff told Andrés that he would only buy the iPhone X on the condition that the
12 iPhone X is not vulnerable to any known or unknown exploits. Andrés responded and told
13 Plaintiff to buy the iPhone X as it is not only the most secure device on the market but also
14 because it is not vulnerable to any known exploits and will never be in the future.

15 16. Andrés also told Plaintiff that he will have to pay a higher price for the iPhone X which
16 he was going to purchase from the salesperson because it was going to include additional
17 security measures.

18 17. After the conversation with Andrés, Plaintiff felt more assured about the security of the
19 iPhone X, especially because this information was provided by an iPhone specialist employed by
20 Apple. Plaintiff purchased the iPhone X smartphone.

21 18. After purchasing the iPhone X, Plaintiff started to notice that he was receiving a lot of
22 random Facetime calls. At first, Plaintiff did not think too much of it but then started paying
23 more attention as the calls would not stop.

24 19. On January 19, 2019, Plaintiff received a life-threatening letter from someone named
25 Diego who claimed to have found Plaintiff's secure residential address through Facetime.

26 20. Plaintiff immediately shut his iPhone X off after receiving the letter from Diego and
27 became concerned for his safety.

28 21. Before taking any drastic measures, around middle of February 2019, Plaintiff did some
internet research to determine if any known Facetime vulnerabilities existed. The first search

1 result led Plaintiff to Apple's website which confirmed the worst, Facetime has a known
2 vulnerability which allows an initiator to listen and see the recipient without the recipient
3 answering.

4 22. Plaintiff quickly relocated to a friend's safehouse in fear of his safety. Even more scary
5 for Plaintiff was how much other information, besides Plaintiff's secure residential address, the
6 initiator was able to obtain through the Facetime vulnerability.

7 23. Plaintiff quickly added an additional security detail. To this day, as a result of the
8 Facetime vulnerability, Plaintiff fears that his safety has been compromised. Especially since
9 Plaintiff does not know the exact amount of information the recipient was able to obtain from
10 him.

11 24. As a result of the Facetime exploit, Plaintiff has been forced to spend a lot more on
12 security than he would otherwise. Each day Plaintiff is physically and emotionally stressed that
13 an attempt on his life could be made. Additionally, Plaintiff fears for the safety of his family and
14 has incurred substantial fees to provide additional security for his family.

15 **FIRST CAUSE OF ACTION**

16 **(Breach of Contract)**

17 25. Plaintiff incorporates by this reference all previous allegations as set forth in full herein
18 and further alleges as follows:

19 26. On April 10, 2018, in California, Apple entered into an oral agreement with Plaintiff
20 whereby Apple undertook to provide an iPhone X free of known and future security exploits.
21 Plaintiff agreed to purchase the iPhone X for a higher price in exchange for Apple providing
22 additional security features.

23 27. Apple claimed that the operating system running on the iPhone, iOS, is not vulnerable to
24 exploits.

25 28. Plaintiff advised Apple that he is a well-known public figure and has had multiple threats
26 on his life and would only agree to purchase the iPhone on the condition that Apple provide a
27 secure phone which could not be exploited. In response, Apple promised to provide Plaintiff an
28 iPhone which could never be vulnerable to exploits if Plaintiff paid for the additional security
features.

1 29. Apple breached the agreement. Apple failed to provide a phone free of exploits and, as a
2 result, criminals were able to use Facetime to determine Plaintiff's secure residential address and
3 other personal information.

4 30. In taking these actions, Apple caused Plaintiff's safety to be permanently compromised.
5 It was foreseeable that Apple's actions and omissions would result in this harm since Plaintiff
6 had advised Apple the reason he wanted to purchase an iPhone X over other devices available on
7 the market and even paid additional for security features.

8 31. Plaintiff did all, or substantially all, of the significant things that the agreement required
9 Plaintiff to do, or was excused from doing those things.

10 32. As a direct and proximate result of Apple's breach, Plaintiff is required to expend
11 substantial amounts of time and money in order to protect himself and his family, to the extent
12 possible, from future attempts on his life. Plaintiff has been damaged in an amount in excess of
13 \$100,000,000.00 (ONE HUNDRED MILLION US DOLLARS), the exact amount to be
14 established at trial.

15 **SECOND CAUSE OF ACTION**

16 **(Negligence/Negligent Misrepresentation)**

17 33. Plaintiff incorporates by this reference all previous allegations as set forth in full herein
18 and further alleges as follows:

19 34. Apple represented and represents to customers that it is experienced in all matters relating
20 to iPhones and that it has specialized expertise and knowledge of the functions and capabilities
21 of iPhone software and hardware and of programs and applications compatible with and/or
22 installed on iPhones.

23 35. Apple represented to Plaintiff that it was competent to, and would, provide an iPhone
24 which was secure and could never be compromised.

25 36. In reliance of Apple's representations Plaintiff entrusted his personal security to Apple.
26 Plaintiff would not so have entrusted his iPhone had he known that these representations were
27 not true.

28 37. By virtue of its representations, and Plaintiff explaining the exact reason for purchasing
the iPhone X, Apple had the duty to use due care in providing a phone which could not be

1 compromised.

2 38. Apple breached its duty of care when it provided Plaintiff a phone which could be
3 compromised and failed to notify Plaintiff when the Facetime exploit was found.

4 39. Apple knew, or should have known, that its representations were false and deceptive and
5 that its employees that told Plaintiff the iPhone X could not be compromised were not competent
6 to make such representations and/or would not always use the necessary care to provide
7 information pertaining to the security of the iPhone X.

8 40. As a direct and proximate result of Apple's breach of the duty of care and
9 misrepresentations, Plaintiff is required to expend substantial amounts of time and money in
10 order to protect himself and his family, to the extent possible, from future attempts on his life.
11 Plaintiff also had to spend additional amount of money in finding a more secure place to live.
12 Plaintiff has been damaged in an amount in excess of \$500,000,000.00 (FIVE HUNDRED
13 MILLION US DOLLARS), the exact amount to be established at trial.

14 **THIRD CAUSE OF ACTION**

15 **(Negligent Infliction of Emotional Distress)**

16 41. Plaintiff incorporates by this reference all previous allegations as set forth in full herein
17 and further alleges as follows:

18 42. Apple owed Plaintiff a duty of care to act in an ordinarily prudent or reasonable manner.

19 43. Apple breached this duty, including without limitation by hiring employees who were not
20 competent to provide expert advice on the iPhones.

21 44. Apple knew or should have known that a person such as the Plaintiff would rely on
22 information provided by an expert on the iPhones.

23 45. At the time Apple hired Andrés, the Apple agent holding herself out to be an iPhone
24 expert, it was foreseeable that her conduct would cause an unreasonable risk of harm to Plaintiff
25 and others seeking similar advice, including without limitation suffering humiliation,
26 embarrassment, mental and emotional distress and anguish, emotional pain and suffering, and
27 emotional and physical distress. The conduct of Apple was done without regard as to whether
28 Plaintiff's emotional and physical distress would thereby increase, and without regard of the
consequences to Plaintiff.

1 46. As the proximate result of Apple's acts, as alleged above, Plaintiff has suffered
2 humiliation, embarrassment, mental and emotional distress and anguish, emotional pain and
3 suffering, and emotional and physical distress, and has been injured in mind and body, including
4 without limitation suffering distress, fear, stress, dread and anxiety.

5 47. By reason of the acts alleged above, Plaintiff and his family were forced to move from
6 their home and fear for their safety every day. Additionally, Plaintiff has and will have to spend
7 more on his security and that of his family.

8 48. The exact amount of the damages suffered is not yet fully known, but is believed to be in
9 excess of \$2,000,000,000.00 (TWO BILLION US DOLLARS).

10
11 **PRAYER FOR RELIEF**

12 Plaintiff prays for judgment against Apple as follows:

13 **ON THE FIRST CAUSE OF ACTION:**

14 1. For an award of damages in an amount in excess of \$100,000,000.00 according to proof;

15 **ON THE SECOND CAUSE OF ACTION:**

16 2. For an award of damages in an amount in excess of \$500,000,000.00 according to proof;

17 **ON THE THIRD CAUSE OF ACTION:**

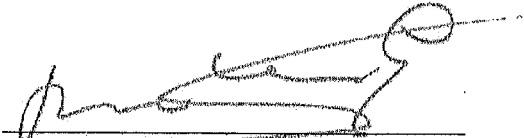
18 3. For an award of damages in an amount of excess of \$2,000,000,000.00 according to
19 proof;

20 **ON ALL CAUSES OF ACTION**

21 4. For cost of suit; and

22 5. For such other and further relief as the Court may deem just and proper.

23
24
25 Dated: May 25, 2020

26 
27 Roberto de Jesús Escobar Gaviria, Pro Per
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Roberto de Jesús Escobar Gaviria
324 S BEVERLY DR #325
BEVERLY HILLS, CA 90212
TELEPHONE NO.: 347-618-0820 FAX NO. (Optional):
ATTORNEY FOR (Name):

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ON **5/26/2020**
By **/s/ Anthony Berini**
Deputy Clerk
CASE NUMBER:
20-CIV-02227
JUDGE:
DEPT.:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
STREET ADDRESS: 400 County Center
MAILING ADDRESS: 400 County Center
CITY AND ZIP CODE: Redwood City 94063
BRANCH NAME: Southern Branch

CASE NAME:
Roberto de Jesús Escobar Gaviria v. Apple, Inc

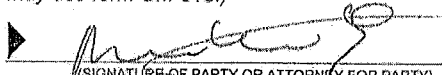
CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000)
Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 3
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: May 25, 2020

Roberto de Jesús Escobar Gaviria
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <ul style="list-style-type: none"> Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) <i>(If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <ul style="list-style-type: none"> Asbestos (04) <ul style="list-style-type: none"> Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability <i>(not asbestos or toxic/environmental)</i> (24) Medical Malpractice (45) <ul style="list-style-type: none"> Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) <ul style="list-style-type: none"> Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD <p>Non-PI/PD/WD (Other) Tort</p> <ul style="list-style-type: none"> Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) <ul style="list-style-type: none"> Legal Malpractice Other Professional Malpractice <i>(not medical or legal)</i> Other Non-PI/PD/WD Tort (35) <p>Employment</p> <ul style="list-style-type: none"> Wrongful Termination (36) Other Employment (15) 	<p>Contract</p> <ul style="list-style-type: none"> Breach of Contract/Warranty (06) <ul style="list-style-type: none"> Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i> Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i> Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage <i>(not provisionally complex)</i> (18) <ul style="list-style-type: none"> Auto Subrogation Other Coverage Other Contract (37) <ul style="list-style-type: none"> Contractual Fraud Other Contract Dispute <p>Real Property</p> <ul style="list-style-type: none"> Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i> <p>Unlawful Detainer</p> <ul style="list-style-type: none"> Commercial (31) Residential (32) Drugs (38) <i>(If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i> <p>Judicial Review</p> <ul style="list-style-type: none"> Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) <ul style="list-style-type: none"> Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) <ul style="list-style-type: none"> Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals 	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <ul style="list-style-type: none"> Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41) <p>Enforcement of Judgment</p> <ul style="list-style-type: none"> Enforcement of Judgment (20) <ul style="list-style-type: none"> Abstract of Judgment (Out of County) Confession of Judgment <i>(non-domestic relations)</i> Sister State Judgment Administrative Agency Award <i>(not unpaid taxes)</i> Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case <p>Miscellaneous Civil Complaint</p> <ul style="list-style-type: none"> RICO (27) Other Complaint <i>(not specified above)</i> (42) <ul style="list-style-type: none"> Declaratory Relief Only Injunctive Relief Only <i>(non-harassment)</i> Mechanics Lien Other Commercial Complaint Case <i>(non-tort/non-complex)</i> Other Civil Complaint <i>(non-tort/non-complex)</i> <p>Miscellaneous Civil Petition</p> <ul style="list-style-type: none"> Partnership and Corporate Governance (21) Other Petition <i>(not specified above)</i> (43) <ul style="list-style-type: none"> Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
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