EXHIBIT A

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Nicholas Horbaczewski; Drone Racing League, Inc.

Does 1 to 10 YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Justice Laub



CASE NU BE 6 6 7 7 7 9

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

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.ce.gow/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 nonprofil groups at the California Legal Services Web site (www.lawhe(poalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gow/seithelp), 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. JAVISOI Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Les la información a

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen este 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 telefônica 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 bibliofece 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 presente 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 Ayude de les Cortes de Celifornia, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California

County of Los Angeles, Stanley Mosk Courthouse 111 North Hill Street Los Angeles CA 90012

III Norm IIII Succi,	Los Augeres, CA 90012				
(El nombre, la dirección y e	elephone number of plaintiff's atte of número de teléfono del aboga ewett St., Unit B, Los Ang	do del demandante, o del	demandante	que no tiene abogado, es):	
**** * * * ***	SHERRI R. CARTER	Clerk, by (Secretario)	1	•	, Deputy (Adjunto)
	on behalf of (spe	Proof of Service of Summer N SERVED: You are service fendant. ed under the fictitious name of the service of S	Red (specify) League, In	k	person)
Form Adopted for Mandatory Use		SUMMONS		Code of CMI Procedure	Page 1 of 1
1971 Auditor Council of Collinson		SUMMONS		COMP OF CHIEF PRODUCTS	32 TILLO, 400

-- FSUM-100 [Rev. July 1, 2006]

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	PLD-C-001
Justice Laub (self-represented)	FOR COURT USE ONLY
2725 Prewett St., Unit B	
Los Angeles, CA 90031	
TELEPHONE NO: (310) 490-3193 FAX NO. (Optional):	
E-MAIL ADDRESS (Ciptional):	ORIGINAL FILED
ATTORNEY FOR (Name):	Country Court of California
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles	County of Los Angeles
STREET ADORESS: 111 North Hill Street	JUL 1 0 2017
MAILING ACORESS: 111 North Hill Street	JUL 1 0 2011
CITY AND ZIP CODE: Los Angeles, CA 90012	Officer/Clark
BRANCH NAME: Stanley Mosk Courthouse Sh	seri R. Carter, Executive Stilicar/Clerk
PLAINTIFF: Justice Laub	By: Georielta Robinson, Deputy
DEFENDANT: Nicholas Horbaczewski; Drone Racing League, Inc.	
	1
V DOES 1 TO 10	
CONTRACT	
COMPLAINT AMENDED COMPLAINT (Number):	
CROSS-COMPLAINT AMENDED CROSS-COMPLAINT (Number):	
CROSS-COMPLAINT AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply):	
ACTION IS A LIMITED CIVIL CASE	CASE NUMBER:
Amount demanded does not exceed \$10,000	BC 6 6 7 7 7 9
exceeds \$10,000 but does not exceed \$25,000	00
ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)	
ACTION IS RECLASSIFIED by this amended complaint or cross-complaint	
from limited to unlimited	
from unlimited to limited	
Plaintiff* (name or names):	
Justice Laub	
alleges causes of action against defendant* (name or names):	
No. 1 - 1 - 1 Uorbacrowski; Drone Racing League, Inc.	
This pleading, including attachments and exhibits, consists of the following humber of	pages. 9
a. Each plaintiff named above is a competent adult	
except plaintiff (name):	
(1) a corporation qualified to do business in California	
(2) an unincorporated entity (describe):	
(3) other (specify):	
 Plaintiff (name): a. has complied with the fictitious business name laws and is doing business 	under the fictitious name (specify):
 ahas complied with the fictitious business name laws and is doing beautiful. 	
 b. has complied with all licensing requirements as a licensed (specify): 	30000000000000000000000000000000000000
Information about additional plaintiffs who are not competent additional plaintiffs	in Attachment 3c.
Fact defendant named above is a natural person	
	ant (name):
(1) a business organization, form unknown	siness organization, form unknown
(2) Z a corporation	poration nincorporated entity (describe):
(3) an unincorporated entity (describe): (3) an un	memberging and faces.
(9)	olic entity (describe):
(4) a put	
(4) a public entity (describe):	
(4) a public entity (describe):	(specify):

Form Approved for Optional Use Judicial Council of California PLD-C-001 [Rev. January 1, 2007]

COMPLAINT-Contract

CHANT TO S.	PLD-C-00
SHORT TITLE: Laub v. Horbaczewski, et al.	CASE NUMBER:
Lado V. Horodezewski, et al.	
4. (Continued)	
(2) Son defendants and acted within the scope of that agency or employment,	he agents or employees of the named rsons whose capacities are unknown to
Defendants who are joined under Code of Civil Procedure section 382 are (name)	in Attachment 4c.
The state of the s	aj.
Plaintiff is required to comply with a claims statute, and a. has complied with applicable claims statutes, or b. is excused from complying because (specify):	
6. This action is subject to Civil Code section 1812.10 Civil Code section 2	2084 4
7. This court is the proper court because	
 a. a defendant entered into the contract here. b. a defendant lived here when the contract was entered into. c. a defendant lives here now. d. the contract was to be performed here. 	
 a defendant is a corporation or unincorporated association and its principal place real property that is the subject of this action is located here. other (specify): 	
the breach of contract and injuries from wrongful acts occurred here 8. The following causes of action are attached and the statements above apply to each (each more causes of action attached):	e. complaint must have one or
✓ Breach of Contract	
Common Counts	
Other (specify): Fraud Intentional Test (Presch of Fiducies, D. t.)	
Fraud, Intentional Tort (Breach of Fiduciary Duty)	
Other allegations:	
 Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; a a. damages of: \$ according to proof b. interest on the damages according to proof 	and for
(2) at the rate of (specify): percent per year from (date):attorney's fees	
(1) of: \$ (2) according to proof.	
d. v other (specify):	
Injunctive Relief	
 The paragraphs of this pleading alleged on information and belief are as follows (specific 	ecify paragraph numbers):
Date: July 10, 2017	
Justice Laub	Ni of
(TYPE OR PRINT NAME)	E OF PLAINTIFF OR ATTORNEY)
(If you wish to verify this pleading, affix a verification.) RLD-C-001 [Rev. January 1, 2007] COMPLAINT—Contract	
RLD-C-001 [Rev. January 1, 2007] COMPLAINT—Contract	Page 2 of 2

SHORT TITLE:	PLD-C	-00
	baczewski, et al.	
First	CAUSE OF ACTION—Breach of Contract	_
	(humber)	
	ACHMENT TO Complaint Cross - Complaint	
	a separate cause of action form for each cause of action.)	
BC-1.	. Plaintiff (name): Justice Laub	
	alleges that on or about (date): January 2015	
	a written v oral cother (specify):	
	agreement was made between (name parties to agreement): Justice Laub, Dan Kanes, and Nicholas Horbaczewski	
	A copy of the agreement is attached as Exhibit A, or	
	The essential terms of the agreement are stated in Attachment BC-1 are as follows (spe
	They would be co-founders of and partners in the Drone Racing League, with each owning of the company. Mr. Laub and Mr. Kanes would provide ideas for the league, many of wh they had already developed, and services related to marketing, strategy, and competitor an interaction and experience, among other things. Mr. Horbaczewski would serve as CEO a work on business development.	hich d fa
BC-2.	On or about (dates): November-December 2015	
	defendant breached the agreement by the acts specified in Attachment BC-2 the following (specify):	act
	Failing to provide Mr. Laub with any ownership stake or shares in the Drone Racing Leag	ue.
BC-3.	Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or	
	excused from performing.	
BC-4.	Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement	
	as stated in Attachment BC-4 as follows (specify): Mr. Louis prover received any companion states as above in the Drane Regime I come	
	Mr. Laub never received any ownership stake or shares in the Drone Racing League.	
BC-5.	Plaintiff is entitled to attorney fees by an agreement or a statute	
BC-5.	Plaintiff is entitled to attorney fees by an agreement or a statute	
BC-5.		
BC-5.	of \$ according to proof.	
	of \$ according to proof.	
	of \$ according to proof.	
	of \$ according to proof.	
	of \$ seconding to proof. Other:	3

												PLD-	C-001(1)
SHORT TIT									CASE NUMBER	E			
Laub v.	Horb	aczewsk	ı, et al.										
	Seco	nd (rumber)		CAUS	SE OF	ACTIO	N—Bre	ach of (Contract				
	ATTA	CHMENT T	0	Complain	vt 🗀	Cross - (Complaint						
	(Use a	a separate (cause of ac	tion form fo	or each ca	use of ac	tion.)						
	BC-1.	Plaintiff (r	name): Ju	stice Lau	ıb								
		a greemer Justice	written [nt was mad Laub, Da copy of the	out (date): oral e between n Kanes, agreement terms of th	(name pa and Nic is attache	her (spec vrties to as cholas H	ify): reement) lorbacze ibit A, or	wski	achment BC-	1 🔽	are as f	follows	(specify):
		of the co	ompany. d already ion and e	Mr. Laul develope	b and M ed, and s e, among	lr. Kane ervices	rs in the s would related	Drone R provide i to market	acing Leag ideas for the ing, strateg aczewski v	gue, w ne leag	ith each oue, many	owning of w	ng 1/3 hich nd fan
	BC-2.	On or abo defendan (specify):	t breached	Novemb the agreen	ber-Dece			ecified in A	ttachment B	C-2	the f	ollowin	g acts
		Failing	to provid	e Mr. La	ub with	any ow	nership s	stake or s	hares in th	e Droi	ne Racing	g Leag	gue.
	BC-3.	Plaintiff h	as perform	ed all oblica	ations to d	lefendant	excent th	ose obligat	ions plaintiff	was pro	wested or		
		excused f	rom perforr	ming.	acona to o	en or real re	олоор! !!	ose obigai	ions plantin	was pre	ARLINEO OL		
	BC-4.			nages legal tachment B			used by di follows (s		breach of the	agreen	nent		
		Mr. Lau	ib never i	received a	any own	ership s	take or	shares in	the Drone	Racin	g League		
	BC-5.	Pk	of \$	itled to atto		by an ag	reement o	or a statute					
	BC-6.	Ott	her:	0 6									
(2)											Page		4

SHORT TITLE:		PLD-C-001(2) CASE NUMBER:
Laub v. Horbaczewsi	i, et al.	
Third (number)	CAUSE OF ACTION—Common	Counts
ATTACHMENT TO	C order Complain	
	use of action form for each cause of action.)	
	se): Justice Laub	
	defendant (name): Nicholas Horbaczewski and	Drone Racing League, Inc.
became inde	bited to plaintiff other (name):	
a.		and between plaintiff and defendant in which it laintiff.
b. 🛩 w	for work, labor, services and materials render and for which defendant promised to pay plain the sum of \$	ed at the special instance and request of defendant
(3		delivered to defendant and for which defendant
(4	for money lent by plaintiff to defendant at defe	endant's request. for defendant at defendant's special instance and
(6) Other (specify):	
CC-2. \$ 33,000,0 plus prejudgi		alue, is due and unpaid despite plaintiff's demand,
from (date):	nent interest according to proof at the	e rate of percent per year
CC-3. Plaint	iff is entitled to attorney fees by an agreement or a stat of \$ according to proof.	tute
CC-4. Other		
37		Page 5

		PLD-C-001(3)
SHORT TITLE: Laub v Hor	baczewski, et al.	CASE NUMBER:
Dado V. 1101	odezewski, et al.	
Fourth	CAUSE OF ACTION—Frau	d
ATTACHNE	(rumber)	
ATTACHME	orosa complaint	
	rate cause of action form for each cause of action.)	
	iff (name): Justice Laub	
allege	s that defendant (name): Nicholas Horbaczewski	
on or a	about (date): 2015 defrauded plaintiff a	s follows:
FR-2.	Intentional or Negligent Misrepresentation a. Defendant made representations of material fact as star	led in Attachment FR-2.a as follows:
	Mr. Horbaczewski represented that Mr. Laub would ge Drone Racing League if he provided ideas and services agreed to make Mr. Horbaczewski a co-founder and Cl	described above, and if Mr. Laub
	b. These representations were in fact false. The truth was	s stated in Attachment FR-2.b as follows
	Mr. Horbaczewski intended to steal Mr. Laub's ideas as himself.	nd the entire Drone Racing League for
		59
	c. When defendant made the representations,	
	defendant knew they were false, or defendant had no reasonable ground for believing the repre-	sentations were true.
	d. Defendant made the representations with the intent to defraud in item FIR-5. At the time plaintiff acted, plaintiff did not know they were true. Plaintiff acted in justifiable reliance upon the truth	the representations were false and believed
FR-3.	Concealment	
		ated in Attachment FR-3.a as follows:
	Mr. Horbaczewski concealed his intent to steal the Dror of the DRL in May 2015 without providing any shares	
	 Defendant concealed or suppressed material facts defendant was bound to disclose. 	
	 by telling plaintiff other facts to mislead plaintiff and prevent or suppressed facts. 	
	c. Defendant concealed or suppressed these facts with the intent to de as described in item IFIR-5. At the time plaintiff acted, plaintiff was a facts and would not have taken the action if plaintiff had known the	naware of the concealed or suppressed
5 4		Page 6
		Page 1 of 2
Sim Approved for Op Judiolal Council of C Q-C-001(3) [Rev. Janu	alfornia CAUSE OF ACTION—Fraud	Code of Civil Procedure, § 425.12 www.courtinfo.ca.gov

Page 7				PLD-C-001
Fourth CAUSE OF ACTION—Fraud CAUSE OF ACTION—Fraud CAUSE OF ACTION—Fraud FR-4. Promise Without Intent to Perform a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4. To stollows: Mr. Horbaczewski promised Mr. Laub a one-third ownership stake in the Drone Racing League if he provided ideas and services described above, and if Mr. Laub agreed to make Mr. Horbaczewski a co-founder and CEO of the Drone Racing League. b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise. FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows: Mr. Laub shared his ideas for the Drone Racing League with Mr. Horbaczewski's involvement to allow the Drone Racing League to pursue it instead, and provided substantial services to Mr. Horbaczewski to get the Drone Racing League started. FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income. FR-7. Other:				CASE NUMBER:
FR-4. Promise Without Intent to Perform a. Defendant made a promise about a material matter without any intention of performing it is a stated in Attachment FR-4.a. as sollows: Mr. Horbaczewski promised Mr. Laub a one-third ownership stake in the Drone Racing League if he provided ideas and services described above, and if Mr. Laub agreed to make Mr. Horbaczewski a co-founder and CEO of the Drone Racing League. b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in Item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon defendant's conduct, plaintiff was induced to act. as stated in Attachment FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act. as stated in Attachment FR-6. In justifiable reliance upon defendant's conduct, plaintiff was induced to act. as stated in Attachment FR-6 acting League to pursue it instead, and provided substantial services to Mr. Horbaczewski is involvement to allow the Drone Racing League to pursue it instead, and provided substantial services to Mr. Horbaczewski to get the Drone Racing League started. FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6. as sollows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income.	Laub	v. Horbaczewski, et al.		
FR-4. Promise Without Intent to Perform a. Defendant made a promise about a material matter without any intention of performing it in Attachment FR-4.a as follows: Mr. Horbaczewski promised Mr. Laub a one-third ownership stake in the Drone Racing League if he provided ideas and services described above, and if Mr. Laub agreed to make Mr. Horbaczewski a co-founder and CEO of the Drone Racing League. b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise. FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows: Mr. Laub shared his ideas for the Drone Racing League with Mr. Horbaczewski, rejected an offer to develop a drone racing TV show that was originated prior to Mr. Horbaczewski's involvement to allow the Drone Racing League to pursue it instead, and provided substantial services to Mr. Horbaczewski to get the Drone Racing League started. FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6. as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income.	Four		CAUSE OF ACTION—	Fraud
League if he provided ideas and services described above, and if Mr. Laub agreed to make Mr. Horbaczewski a co-founder and CEO of the Drone Racing League. b. Defendant's promise without any intention of parformance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to parform the promise. Plaintiff acted in justifiable reliance upon the promise. FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as follows: Mr. Laub shared his ideas for the Drone Racing League with Mr. Horbaczewski, rejected an offer to develop a drone racing TV show that was originated prior to Mr. Horbaczewski's involvement to allow the Drone Racing League to pursue it instead, and provided substantial services to Mr. Horbaczewski to get the Drone Racing League started. FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6. Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income.	FR-4.	Promise Without Intent to P a. Defendant made a promis	e about a material matter without an	ny intention of performing it as stated
plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise. FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows: Mr. Laub shared his ideas for the Drone Racing League with Mr. Horbaczewski, rejected an offer to develop a drone racing TV show that was originated prior to Mr. Horbaczewski's involvement to allow the Drone Racing League to pursue it instead, and provided substantial services to Mr. Horbaczewski to get the Drone Racing League started. FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income. FIR-7. Other:		League if he provided	d ideas and services described	above, and if Mr. Laub agreed to make
plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise. FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows: Mr. Laub shared his ideas for the Drone Racing League with Mr. Horbaczewski, rejected an offer to develop a drone racing TV show that was originated prior to Mr. Horbaczewski's involvement to allow the Drone Racing League to pursue it instead, and provided substantial services to Mr. Horbaczewski to get the Drone Racing League started. FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income. FIR-7. Other:			2 20 10 100000	
Mr. Laub shared his ideas for the Drone Racing League with Mr. Horbaczewski, rejected an offer to develop a drone racing TV show that was originated prior to Mr. Horbaczewski's involvement to allow the Drone Racing League to pursue it instead, and provided substantial services to Mr. Horbaczewski to get the Drone Racing League started. FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income.		plaintiff to rely upon it and to	o act as described in item FR-5. At t	he time plaintiff acted, plaintiff was unaware of
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Attachment FR-6 as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income. FIR -7. Other: Page 7		develop a drone racing TV sh allow the Drone Racing Leag	now that was originated prior t tue to pursue it instead, and pr	to Mr. Horbaczewski's involvement to
Attachment FR-6 as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income. FIR -7. Other: Page 7			\(\frac{1}{2}\)	
Attachment FR-6 as follows: Mr. Laub received no ownership stake or shares in the Drone Racing League nor any compensation from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income. FIR -7. Other: Page 7				
from Mr. Horbaczewski, and also rejected an offer to develop a drone racing TV show that could have generated substantial income. FIR - 7. Other: Page7	FR-6.	Attachment FR-6 as follow	ws:	
Page 7		from Mr. Horbaczewski, and	also rejected an offer to devel	ne Racing League nor any compensation lop a drone racing TV show that could
Page 7				
Page 7	FIR - 7	7. Other:		
Page 7				
Page 7	5 J			
				Page 7

SHORT TITLE:	PLD-PI-001(3
Laub v, Horbaczewski, et al.	CASE NUMBER
Land V, Holoaczewski, et al.	· ·
Fifth CAUSE OF ACT	TION—Intentional Tort Page 8
(number) ATTACHMENT TO Complaint Cross - C	
(Use a separate cause of action form for each cause of a	
IT-1, Plaintiff (name): Justice Laub	
alleges that defendant (name): Nicholas Horbac	zewski
Does to	
was the legal (proximate) cause of damages to ple caused the damage to plaintiff on (date)NovDec, 2015	aintiff. By the following acts or omissions to act, defendant intentionally
at (place)Los Angeles, California	
(description of reasons for liability):	
	Laub in the Drone Racing League and owed fiduciary
him with any ownership stake or shares in ideas and the entire Drone Racing League amount to be proven at trial.	n the Drone Racing League, and by stealing Mr. Laub's e for himself. As a result, Mr. Laub was damaged in an

SHORT TITLE:	CASE HUMBER:	PLD-PI-001(
aub v. Horbaczewski, et al.	CASE NUMBER:	
Exemplary Damages At	tachment	Page 9
ATTACHMENT TO Complaint Cross - Complaint		
EX-1. As additional damages against defendant (name):		
Nicholas Horbaczewski		
Plaintiff alleges defendant was guilty of		
✓ malice ✓ fraud		
oppression		
as defined in Civil Code section 3294, and plaintiff should recover to make an example of and to punish defendant.	r, in addition to actual da	mages, damages
EX-2. The facts supporting plaintiff's claim are as follows:		
Mr. Horbaczewski always intended and planned to det entire Drone Racing League. In the Spring and Summ series of excuses to avoid Mr. Laub's requests for doct Drone Racing League. Later that year, Mr. Horbaczew company entirely, and to ruin his life and outspend hir Horbaczewski's being the sole founder and owner of n	ner of 2015, Mr. Hos umentation of his ov wski threatened to co m in litigation if he	baczewski fabricated a vnership stake in the ut Mr. Laub out of the ever challenged Mr.
1		
EX-3. The amount of exemplary damages sought is	425 10	
 a. not shown, pursuant to Code of Civil Procedure section b. \$ 	1 425, 10,	
Approved for Optional Use Exemplary Damages Attachy	ment	Page 1 - Code of Civil Procedure, § 425

SUPERIOR COURT OF C	ALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT	- UNLIMITED CIVIL CASE (NON-CLASS ACTION)
Case Number	BC 6 6 7 7 7 9
	HI. O O (I (N

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judge indicated below. There is more information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Debre K. Weintraub	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon, Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
Hon. Richard Fruin	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Howard L. Halm	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Michael Johnson	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. John P. Doyle	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Keosian	(61)	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Daniel S. Murphy	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon, William F. Fahey	69	621
Hon, Gregory Alarcon	36	410	Hon. Monica Bachner	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon, Joseph R. Kalin	74	735
Hon. David Sotelo	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529	Hon, Steven J. Kleifield	324	ccw
Hon. Frederick C. Shaller	46	500	*Provisionally Complex Non-class Action Cases		
Hon. Randolph Hammock	47	507	Assignment is Pending Complex Determination	308	CCW

*Complex

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(k). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on	SHERRI R. CARTER, Executive Officer/Clerk	
	Ву	, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules 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 for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative,

NOTICE SENT TO:

Laub, Justice 2725 Prewett St., Unit B Los Angeles CA 90031 Superior Court of California FICEUSTYMP Los Angeles

JUL 17 2017

Sherri R. Carter, Executive Officer/Clerk

By Norma Alvarado

SUPERIOR COURT OF CALIFORNIA	, COUNTY	OF LOS	ANGELES
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JUSTICE LAUB

Plaintiff(s),

CASE NUMBER

BC667779

NICHOLAS HORBACZEWSKI ET AL

Defendant(s).

NOTICE OF CASE MANAGEMENT CONFERENCE

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

VS.

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for October 4, 2017 at 9:00 am in Dept. 61 at 111 North Hill Street, Los Angeles, California 90012.

NOTICE TO DEFENDANT:

THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608 (b), and Qalifornia Rules of Court 2.2 et seq.

Date: July 17, 2017

Sudicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

[] by personally giving the party notice upon filing the complaint. Date: July 17, 2017

Executive Officer/Clerk

Deputy Clerk

Cal. Rules of Court, rule 3.720-3.730

LACIV 32 (Rev. 07/13) LASC-Approved 10-03

82163

LASC Local Rules, Chapter Three

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or
 jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional
 costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

Mediation

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- Mediation is particularly effective when the parties have a continuing relationship, like
 neighbors or business people. Mediation is also very effective where personal feelings are
 getting in the way of a resolution. This is because mediation normally gives the parties a chance
 to express their feelings and find out how the other sees things.
- Mediation may not be effective when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either "binding" or "non-binding." Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator's decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Mandatory Settlement Conference (MSC)

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the Judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at http://www.lacourt.org/. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (http://www.lacba.org/) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

http://css.lacounty.gov/programs/dispute-resolution-program-drp/

County of Los Angeles Dispute Resolution Program 3175 West 6th Street, Room 406 Los Angeles, CA 90020-1798

TEL: (213) 738-2621 FAX: (213) 386-3995

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





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◆

LACIV 230 (NEW) LASC Approved 4-11 For Optional Use

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY.	STATE DAR NUMBER	Reserved for Clark's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORN COURTHOUSE ADDRESS:	IA, COUNTY OF LOS ANGEL	ES
PLAINTIFF:		
DEFENDANT:		
STIPULATION - DISCO	VERY 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:

- 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.
- 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.
- 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:
 - 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;
 - 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;
 - Also be filed on the approved form (copy attached);
 - Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER

- 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.
- 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).
- 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.
- Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
- 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		CARE MUNITER
The foll	owing parties stipulate:	
Date:		>
Date:	(TYPE OR PRINT NAME)	(ATTORNEY FOR PLAINTIFF)
Date:	(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
Date:	(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
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ate:	(TYPE OR PRINT NAME)	(ATTORNEY FOR)
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	(TYPE OR PRINT NAME)	(ATTORNEY FOR

NAME AND ADDRESS OF ATTORNEY ON PARTY WITHOUT ATTORNEY;	STATE DAR NUMBER	Reserved for Glerife File Stamp
TELEPHONE NO.: FAX NO. (Optional): ATTORNEY FOR (Name):	ional);	
SUPERIOR COURT OF CALIFORNIA, COUN	TY OF LOS ANGELES	
PLAINTIFF:		
DEFENDANT:		
STIPULATION - EARLY ORGANIZATION	ONAL 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:

- 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?
 - 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;
 - 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;
 - 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;
 - 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

Case 2:17-cv-06210-JAK-KS Document 1-1 Filed 08/22/17 Page 24 of 27 Page ID #:28 SHORT TITLE CASE MUMBER discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint; Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based; Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civif" and then under "General Information"). The time for a defending party to respond to a complaint or cross-complaint will be extended 2. for the complaint, and (INSERT DATE) (INSERT DATE) 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. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations". The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference 3. 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. References to "days" mean calendar days, unless otherwise noted. If the date for performing 4. 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: (ATTORNEY FOR PLAINTIFF) (TYPE OR PRINT NAME) Date: (ATTORNEY FOR DEFENDANT) (TYPE OR PRINT NAME) Date: (ATTORNEY FOR DEFENDANT) (TYPE OR PRINT NAME) Date: (ATTORNEY FOR DEFENDANT) (TYPE OR PRINT NAME) Date:

Date:

Date:

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

(ATTORNEY FOR

(ATTORNEY FOR

(ATTORNEY FOR

		STATE BAR MUMBER	Reserved for Clark's File Starry
ATTO	RNEY FOR (Name):	NO. (Optional):	
UPE	RIOR COURT OF CALIFORNIA, C	OUNTY OF LOS ANGE	LES
AINTIFF			
FENDA	NT:		
	INFORMAL DISCOVERY C (pursuant to the Discovery Resolution S	ONFERENCE tipulation of the parties)	CASE NUMBER:
1.	This document relates to:		
	Request for Informal Disco Answer to Request for Info	very Conference rmal Discovery Conference	
2.	Deadline for Court to decide on Require Request).		ert date 10 calendar days following fill
3.	Deadline for Court to hold Informal Dis- days following filing of the Request).	scovery Conference:	(insert date 20 cale
	For a Request for Informal Disco discovery dispute, including the fa Request for Informal Discovery Co	cts and legal arguments nference, briefly describe	at issue. For an Answer
	For a Request for Informal Disco discovery dispute, including the fa	cts and legal arguments nference, briefly describe	at issue. For an Answer
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	For a Request for Informal Disco discovery dispute, including the fa Request for Informal Discovery Co	cts and legal arguments nference, briefly describe	at issue. For an Answer

NO ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY.	STATE BAY NUMBER	Reserved for Clerk's Pile Stemp
		-
TELEPHONE NO.: MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
UPERIOR COURT OF CALIFORNI	A, COUNTY OF LOS ANGELES	
		-
ANTIFF:		
AINTIFF: FENDANT:		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:

- 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.
- 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.
- 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.

Case 2:17-cv-06210-JAK-KS Document 1-1 Filed 08/22/17 Page 27 of 27 Page ID #:31

CASE NUMBER:
>
(ATTORNEY FOR PLAINTIFF)
(ATTORNEY FOR DEFENDANT)
(ATTORNEY FOR DEFENDANT)
(A) TORNET POR SECURITY
>
(ATTORNEY FOR DEFENDANT)
(ATTORNEY FOR)
Allower
>
(ATTORNEY FOR)
>
(ATTORNEY FOR)
JUDICIAL OFFICER