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**FILED**  
Superior Court of California  
County of Los Angeles

**SEP 20 2017**

Sherri H. Carter, Executive Officer/Clerk  
By *[Signature]* Deputy  
Sharyn Golden

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

**BC 676492**

14 ARIADNE GETTY, an individual;

15 Plaintiff,

16 vs.

17 YASHAR HEDAYAT a/k/a YASHAR ALI,  
18 an individual,

19 Defendants.

Case No.:

**COMPLAINT FOR BREACH OF  
CONTRACT**

**[DEMAND FOR JURY TRIAL]**

CIT/CAUSE: BC676492  
LEA/DEF#:

RECEIPT #: CCR4465980099

DATE PAID: 09/20/17 11:41 AM  
PAYMENT: \$435.00 310

RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

09/20/2017

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**COMPLAINT FOR BREACH OF CONTRACT AND DEMAND FOR JURY TRIAL**

1 Plaintiff Ariadne Getty ("Plaintiff" or "Ms. Getty") hereby brings this Complaint for  
2 Breach of Contract against Yashar Ali Hedayat, also known as Yashar Ali ("Defendant" or "Mr.  
3 Hedayat") and hereby alleges as follows:

4 **INTRODUCTION**

5 This action arises out of Defendant's failure to perform his obligations pursuant to a  
6 Settlement Agreement Plaintiff entered into with Defendant on or around November 30, 2016.

7 **PARTIES**

- 8 1. Plaintiff is an individual residing in the State of California.  
9 2. Plaintiff is informed and believes and thereon alleges that Defendant, an  
10 individual, is a resident of the State of California.

11 **JURISDICTION AND VENUE**

12 3. This Court has jurisdiction over this action pursuant to California Code of  
13 Civil Procedure § 410.10. This Court has jurisdiction over Defendant because he is a resident  
14 of California. This Court also has jurisdiction over Defendant because he has submitted himself  
15 "to personal jurisdiction in the Superior Court of California, County of Los Angeles."  
16 (Settlement Agreement, at ¶ 15). This Court also has jurisdiction over Defendant as a result of  
17 his continuing contractual obligations with Plaintiff, a forum resident.

18 4. Jurisdiction is also proper in this Court because the amount in controversy  
19 exceeds \$25,000.00.

20 5. Venue is proper in this Court pursuant to Code of Civil Procedure § 395  
21 because the Settlement Agreement was entered into and was to be performed in Los Angeles  
22 County. In addition, the forum selection clause of the Settlement Agreement states, "Any  
23 action relating to or arising from this Agreement shall be brought in the Superior Court of  
24 California, County of Los Angeles." (Settlement Agreement, at ¶ 15).

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**FACTUAL SUMMARY**

**I. Defendant Borrowed \$179,000 from Plaintiff between 2012 and 2014.**

6. On or around January 26, 2012, Defendant borrowed \$95,000 from Plaintiff and issued to Plaintiff an Unsecured Promissory Note ("Note"). The interest rate on this loan was nineteen hundredths of one percent (0.19%) per year. Interest on the Note compounded annually, and the principal balance of the Note, together with all interest accrued thereon, became due on January 26, 2015.

7. Between December 2012 and January 2014, Defendant also borrowed from Plaintiff an additional \$84,000 for monthly support payments on the express condition that Defendant would use all of his available income toward paying down the amount owed on the Note.

8. By January 27, 2015, Defendant had only made two payments of \$500 and had defaulted on the Note.

9. Defendant owed Plaintiff an outstanding balance on the Note for \$95,724.06 and \$84,000 for the additional loans Plaintiff made to Defendant between December 2012 and January 2014.

10. On August 4, 2016, Plaintiff sent a demand letter to Defendant seeking full repayment of the \$179,724.06 Defendant owed to Plaintiff.

**II. The Settlement Agreement**

11. On November 30, 2016 ("Effective Date"), Plaintiff and Defendant entered into a Settlement Agreement And Mutual General Release ("Settlement Agreement"), wherein Defendant agreed to pay Plaintiff a total sum of \$179,724.06 ("Settlement Amount"), according to the following schedule:

a. Effective Date Through March 31, 2017.

Mr. Hedayat shall pay one thousand, five hundred dollars (\$1,500) per month from the Effective Date through March 31, 2017. Payment shall be made on the first of each month.

09/26/2017

1                   b. April 1, 2017 Through March 31, 2018.

2                   Mr. Hedayat shall pay two thousand dollars (\$2,000) per month from April 1,  
3                   2017 through March 31, 2018. Payment shall be made on the first of each month.

4                   c. April 1, 2018 Through Full Payment.

5                   Mr. Hedayat shall pay two thousand, five hundred dollars (\$2,500) per month  
6                   from April 1, 2018 until the balance owed to Ms. Getty is paid in full. Payment  
7                   shall be made on the first of each month.

8                   12. Pursuant to Paragraph 5 of the Settlement Agreement, Defendant's failure to  
9                   make a monthly payment within five (5) days would, at Plaintiff's election, constitute a default.

10                  **III. Defendant's Breach of the Settlement Agreement**

11                  13. On January 3, 2017, Defendant made his first payment under the Settlement  
12                  Agreement for \$1,500.

13                  14. On February 28, 2017, Defendant made a second payment of \$1,500 to  
14                  Plaintiff, but has since failed to make any further payments to Plaintiff.

15                  15. On July 7, 2017, Plaintiff sent a letter to Defendant informing him that he  
16                  was in default under the Settlement Agreement. Plaintiff gave Defendant until July 21, 2017 to  
17                  cure his default.

18                  16. Defendant, however, failed to cure his default.

19                  17. Plaintiff now brings this action pursuant to the Settlement Agreement, to  
20                  exercise her right to "declare all principal, interest and other sums due under this [Settlement]  
21                  Agreement to be immediately due and payable without further demand." (Settlement  
22                  Agreement, at ¶ 5).

23                  **IV. Plaintiff is Entitled to Attorneys' Fees and Default Interest Under the Settlement**  
24                  **Agreement.**

25                  18. Paragraph 6 of the Settlement Agreement provides in pertinent part, "After  
26                  maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate  
27                  of ten percent (10%) per annum OR the maximum rate allowed by law, whichever is less,  
28                  during such period of default under this Agreement."

1           19. Paragraph 8 of the Settlement Agreement further provides in pertinent part  
2 that "if any Party institutes legal action over the enforcement of this Agreement or any  
3 provision of it, the prevailing Party shall be entitled to recover from the losing Party its costs,  
4 including reasonable attorneys' fees, at both the trial and appellate levels."

5                                   **BREACH OF CONTRACT**

6           20. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1  
7 through 19 above as if fully set forth herein.

8           21. Plaintiff and Defendant entered into a valid and enforceable written contract  
9 (Settlement Agreement) on November 30, 2016, whereby Defendant agreed to pay Plaintiff  
10 \$179,724.06 pursuant to the schedule set forth in Paragraph 2 of the Settlement Agreement.

11           22. Plaintiff has performed all of the requirements pursuant to the Settlement  
12 Agreement as well as all of the requirements pursuant to the underlying loan agreements.  
13 Plaintiff has also given Defendant formal notice of his default and provided him time to cure his  
14 default, although Plaintiff was not required to do so under the Settlement Agreement.

15           23. Defendant has breached the Settlement Agreement by failing to repay the  
16 loans he received from Plaintiff.

17           24. Defendant has failed to cure his default and has not made any payments to  
18 Plaintiff since February 2016.

19           25. Plaintiff has suffered damages in the amount of \$176,724.06, irrespective of  
20 interest, costs and legal fees because of Defendant's breach.

21           26. Plaintiff now elects to exercise her right to all principal, interest, costs and  
22 attorneys' fees owed to her by Defendant under the Settlement Agreement.

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**PRAYER FOR RELIEF**

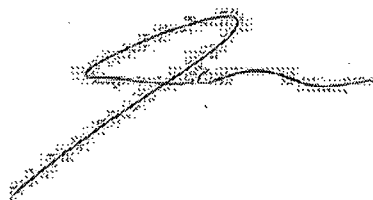
**WHEREFORE**, the Plaintiff prays this Court enter judgment in her favor and against Defendant, as follows:

1. For contractual and compensatory damages in the amount of \$176,724.06;
2. For interest of said sum according to law, including default interest pursuant to the Settlement Agreement;
3. The costs, disbursements, and expenses incurred by Plaintiff as a result of Defendant's unlawful conduct, including, without limitation, Plaintiff's reasonable attorneys' fees, litigation expenses and court costs; and
4. For such other and further relief as this Court may deem just and proper.

Dated: September 20, 2017

FOX ROTHSCHILD LLP

By:



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JOHN SHAEFFER  
JOSHUA BORNSTEIN

Attorneys for Plaintiff, ARIADNE GETTY

09/20/2017

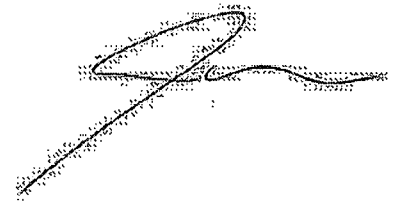
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**DEMAND FOR JURY TRIAL**

Plaintiff respectfully requests trial by jury on all issues so triable.

Dated: September 20, 2017

FOX ROTHSCHILD LLP



By:

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JOHN SHAEFFER  
JOSHUA BORNSTEIN

Attorneys for Plaintiff, ARIADNE GETTY

09/20/2017

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
John J. Shaeffer (SBN 138331); Joshua Bornstein (SBN 311658)
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TELEPHONE NO.: 310-598-4150 FAX NO.: 310-556-9828
ATTORNEY FOR (Name): Ariadne Getty

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
SEP 20 2017
Sherri H. Carter, Executive Officer/Clerk
By [Signature] Deputy
Shayna Briden

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Central District

CASE NAME:
Getty v. Hedayat

CIVIL CASE COVER SHEET
[Checked] Unlimited (Amount demanded exceeds \$25,000)
[ ] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 676492
JUDGE:
DEPT:

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

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: [Checked] 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 [Checked] 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. [Checked] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action (specify): One
5. This case [ ] is [Checked] 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: Joshua Bornstein
(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.

FAXED

10/1/17



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**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

## Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - 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

## Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

## Employment

- Wrongful Termination (36)
- Other Employment (15)

## Contract

- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease
    - Contract (*not unlawful detainer or wrongful eviction*)
  - Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
  - 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 (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

## Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
  - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
  - Mechanics Lien
  - Other Commercial Complaint Case (*non-tort/non-complex*)
  - Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SHORT TITLE: **Getty v. Hedayat**

CASE NUMBER

## 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 2.3 in all new civil case filings in the Los Angeles Superior Court.

**FAXED**

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

### Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
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.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

| A<br>Civil Case Cover Sheet<br>Category No.                        | B<br>Type of Action<br>(Check only one)  | C<br>Applicable Reasons<br>See Step 3 Above                               |          |
|--|--|---|----------|
| Auto<br>Tort   | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death                            | 1, 4, 11  |          |
|  | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist                       | 1, 4, 11  |          |
| Other Personal Injury/ Property<br>Damage/ Wrongful<br>Death Tort  | <input type="checkbox"/> A6070 Asbestos Property Damage  | 1, 11   |          |
|  | <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death   | 1, 11   |          |
|  | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)                                   | 1, 4, 11  |          |
|  | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons   | <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1, 4, 11 |
|  |  |   | 1, 4, 11 |
| Other Personal<br>Injury Property<br>Damage Wrongful<br>Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)  | 1, 4, 11  |          |
|  | <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) | 1, 4, 11  |          |
|  | <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress  | 1, 4, 11  |          |
|  | <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death                                      | 1, 4, 11  |          |

SHORT TITLE: **Getty v. Hedayat**

CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

2/10/2016

| A<br>Civil Case Cover Sheet<br>Category No              | B<br>Type of Action<br>(Check only one)  | C Applicable<br>Reasons - See Step 3<br>Above |
|---|--|---|
| Business Tort (07)                                      | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)                                     | 1, 2, 3                                       |
| Civil Rights (08)                                       | <input type="checkbox"/> A6005 Civil Rights/Discrimination   | 1, 2, 3                                       |
| Defamation (13)   | <input type="checkbox"/> A6010 Defamation (slander/libel)  | 1, 2, 3                                       |
| Fraud (16)  | <input type="checkbox"/> A6013 Fraud (no contract)   | 1, 2, 3                                       |
| Professional Negligence (25)                            | <input type="checkbox"/> A6017 Legal Malpractice   | 1, 2, 3                                       |
|   | <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  | 1, 2, 3                                       |
| Wrongful Termination (36)                               | <input type="checkbox"/> A6037 Wrongful Termination  | 1, 2, 3                                       |
| Other Employment (15)                                   | <input type="checkbox"/> A6024 Other Employment Complaint Case   | 1, 2, 3                                       |
|   | <input type="checkbox"/> A6109 Labor Commissioner Appeals  | 10  |
| Breach of Contract/ Warranty<br>(06)<br>(not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)                      | 2, 5  |
|   | <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)                                 | 2, 5  |
|   | <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)  | 1, 2, 5                                       |
|   | <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)                            | 1, 2, 5                                       |
| Collections (09)  | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff   | 5, 6, 11                                      |
|   | <input type="checkbox"/> A6012 Other Promissory Note/Collections Case  | 5, 11   |
|   | <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) | 5, 6, 11                                      |
| Insurance Coverage (18)                                 | <input type="checkbox"/> A6015 Insurance Coverage (not complex)  | 1, 2, 5, 8                                    |
| Other Contract (37)                                     | <input type="checkbox"/> A6009 Contractual Fraud   | 1, 2, 3, 5                                    |
|   | <input type="checkbox"/> A6031 Tortious Interference   | 1, 2, 3, 5                                    |
|   | <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)                                     | 1, 2, 3, 8, 9                                 |
| Eminent Domain/Inverse<br>Condemnation (14)             | <input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____  | 2, 6  |
| Wrongful Eviction (33)                                  | <input type="checkbox"/> A6023 Wrongful Eviction Case  | 2, 6  |
| Other Real Property (26)                                | <input type="checkbox"/> A6018 Mortgage Foreclosure  | 2, 6  |
|   | <input type="checkbox"/> A6032 Quiet Title   | 2, 6  |
|   | <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)                            | 2, 6  |
| Unlawful Detainer-Commercial<br>(31)                    | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)                                     | 6, 11   |
| Unlawful Detainer-Residential<br>(32)                   | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)                                    | 6, 11   |
| Unlawful Detainer-<br>Post-Foreclosure (34)             | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure   | 2, 6, 11                                      |
| Unlawful Detainer-Drugs (38)                            | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs   | 2, 6, 11                                      |

|                                      |             |
|--------------------------------------|-------------|
| SHORT TITLE: <b>Getty v. Hedayat</b> | CASE NUMBER |
|--------------------------------------|-------------|

|   | A<br>Civil Case Cover Sheet<br>Category No.                              | B<br>Type of Action<br>(Check only one)   | C Applicable<br>Reasons - See Step 3<br>Above |
|---|--|---|---|
| <b>Judicial Review</b>  | Asset Forfeiture (05)  | <input type="checkbox"/> A6108 Asset Forfeiture Case                                    | 2, 3, 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                           | 2, 8  |
|   |  | <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter             | 2   |
| <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review       |  | 2   |   |
| Other Judicial Review (39)  | <input type="checkbox"/> A6150 Other Writ /Judicial Review               | 2, 8  |   |
| <b>Provisionally Complex Litigation</b>                                     | 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                                    |
| <b>Enforcement of Judgment</b>  | Enforcement of Judgment (20)   | <input type="checkbox"/> A6141 Sister State Judgment                                    | 2, 5, 11                                      |
|   |  | <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  |
|   |  | <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                                       |
| <b>Miscellaneous Civil Complaints</b>                                       | RICO (27)  | <input type="checkbox"/> A6033 Racketeering (RICO) Case                                 | 1, 2, 8                                       |
|   | 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   |   |
| Partnership Corporation Governance (21)                                     | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2, 8  |   |
| <b>Miscellaneous Civil Petitions</b>  | 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/Change of Gender             | 2, 7  |
|   |  | <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law                  | 2, 3, 8                                       |
|   |  | <input type="checkbox"/> A6100 Other Civil Petition                                     | 2, 9  |

2107/07/50

|                                  |             |
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| SHORT TITLE:<br>Getty v. Hedayat | CASE NUMBER |
|----------------------------------|-------------|

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

|  |                     |  |
|--|---------------------|--|
| <b>REASON:</b><br><input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. |                     | <b>ADDRESS:</b><br>225 North Canon Drive |
| <b>CITY:</b><br>Beverly Hills  | <b>STATE:</b><br>CA | <b>ZIP CODE:</b><br>90210                |

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: September 19, 2017

(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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.

09/20/2017

ORIGINAL

SUMMONS (CITACION JUDICIAL)

FILED

SUM-100

Superior Court of California County of Los Angeles

SEP 20 2017

Sherri H. Carter, Executive Officer/Clerk

By Shaunya Bolden Deputy

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO): YASHAR HEDAYAT a/k/a YASHAR ALI, an individual

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE): ARIADNE GETTY, 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 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.

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.

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.

The name and address of the court is: (El nombre y dirección de la corte es): Los Angeles Superior Court 111 N. Hill Street Los Angeles, CA 90012

CASE NUMBER: (Número del Caso) BC 676492

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): John Schaeffer, Josh Bornstein, FOX ROTHSCHILD LLP, 10250 Constellation Blvd., Suite 900, Los Angeles, CA 90067-6209 Tel. 310-598-4150

DATE: (Fecha) SEP 20 2017 SHERRI H. CARTER By Shaunya Bolden Deputy (Secretario) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

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

FAXED

09/20/2017

NOTICE SENT TO:

Shaffer, John, Esq.  
FOX ROTHSCHILD LLP  
10250 CONSTELLATION BLVD., STE 900  
LOS ANGELES, CA 90067-1506

SEP 22 2017

Sherri R. Carter, Executive Officer/Clerk  
By J. Richardson, Deputy  
T. Richardson

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

ARIADNE GETTY

Plaintiff(s),

CASE NUMBER

BC676492

VS.

YASHAR HEDAYAT

Defendant(s).

**NOTICE OF CASE  
MANAGEMENT CONFERENCE**

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

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 December 19, 2017 at 8:30 am in Dept. 62 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 California Rules of Court 2.2 et seq.

Date: September 22, 2017

Michael L. Stern  
Judicial 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: September 22, 2017

Sherri R. Carter, Executive Officer/Clerk

by [Signature], Deputy Clerk

NOTICE SENT TO:

Shaffer, John, Esq.  
FOX ROTHSCHILD LLP  
10250 CONSTELLATION BLVD., STE 900  
LOS ANGELES, CA 90067-1506

**FILED**  
Superior Court of California  
County of Los Angeles  
FILE STAMP

SEP 22 2017

Sherri R. Carter, Executive Officer/Clerk  
By J. Richardson, Deputy  
T. Richardson

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

|  |               |                                    |
|--|---------------|------------------------------------|
| ARIADNE GETTY<br><br>VS.<br><br>YASHAR HEDAYAT | Plaintiff(s), | CASE NUMBER<br><br>BC676492        |
|  | Defendant(s). | <b>ORDER TO SHOW CAUSE HEARING</b> |

To the party/attorney of record: \_

You are ordered to appear for an Order to Show Cause Hearing on November 30, 2017 at 8:30 am in Dept. 62 of this court, Central District, 111 North Hill Street, Los Angeles, California 90012, and show cause why sanctions should not be imposed for:

Failure to file Proof of Service of [ ] Petition  Summons and  Complaint [ ] Cross-Complaint pursuant to California Rules of Court, rule 3.110(b) and (c) as to: \_

Failure to comply or appear may result in sanctions, pursuant to one or more of the following: California Rules of Court, rule 2.30, and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

To avoid a mandatory appearance all required documents must be filed in [ ] this Dept  Clerk's Office, Room 102 at least 5 court days prior to the date of the hearing.

[ ] The Court may infer from your failure to appear that possession of the premises is no longer at issue, and that your case is not entitled to preference in setting pursuant to Code of Civil Procedure section 1179a.

You are ordered to give notice of said hearing forthwith to any party served with summons and complaint prior to OSC Hearing and file a Proof of Service in this department or Clerk's Office at least 5 court days prior to the date of the hearing.

Dated: September 22, 2017

Michael L. Stern  
Judicial Officer

**CERTIFICATE OF MAILING**

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 Order to Show Cause Hearing 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/entered herein in a separate sealed envelope to each address as shown above with the postage thereon fully prepaid.

Date: September 22, 2017

Sherri R. Carter, EXECUTIVE OFFICER/CLERK

By [Signature], Deputy Clerk

**ORDER TO SHOW CAUSE HEARING**