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CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

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5 PETRAYS VETERINARY RADIOLOGY
CONSULTANTS, P.A. and PETRAYS, L.P.

ORIGINAL

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO, HALL OF JUSTICE

11 PETRAYS VETERINARY RADIOLOGY
CONSULTANTS, P.A., Texas Professional
12 Association, and PETRAYS, L.P., a Texas
Limited Partnership,

13 Plaintiffs,

14 vs.

15 SIGHT HOUND RADIOLOGY, a business
16 entity of unknown form; DVMINSIGHT, INC., a
California Corporation; MATHEW WRIGHT,
17 D.V.M., an individual; ANIMAL INSIDES,
INC., a California Corporation; and DOES 1
18 through 25, inclusive,

19 Defendants.

Case No.:37-2010-00099243-CU-BT-CTL

[Unlimited Jurisdiction]

COMPLAINT FOR

- (1) INTENTIONAL INTERFERENCE WITH EXISTING BUSINESS RELATIONSHIPS;
- (2) VIOLATION OF BUSINESS & PROFESSIONS CODE §17200;
- (3) VIOLATION OF BUSINESS & PROFESSIONS CODE §17500; and
- (4) TRADE LIBEL

1 Plaintiffs PetRays Veterinary Radiology Consultants, P.A. and PetRays, LP (collectively
2 “PLAINTIFFS”) allege as follows:

3 **GENERAL ALLEGATIONS**

4 1. At all times relevant hereto, Plaintiff PetRays Veterinary Radiology Consultants,
5 P.A. (“PVRC”) was, and presently is, a professional association organized under the laws of the
6 State of Texas, with its principal place of business located in the County of Montgomery, Texas.

7 2. At all times relevant hereto, Plaintiff PetRays LP (“PRLP”) was, and presently is, a
8 limited partnership organized under the laws of the State of Texas, with its principal place of
9 business located in the County of Montgomery, Texas. PLAINTIFFS, together, operate a business
10 under the name “PetRays.”

11 3. At all times relevant hereto, Defendant Sight Hound Radiology (“SIGHT HOUND”)
12 was, and presently is, a business of unknown form. PLAINTIFFS are informed and believe and,
13 upon that basis, allege that SIGHT HOUND is organized under the laws of the State of California,
14 with its principal place of business located in San Diego County, California.

15 4. At all times relevant hereto, Defendant DVMInsight, Inc. (“DVM INSIGHT”) was,
16 and presently is, a corporation organized under the laws of the State of California, with its principal
17 place of business located at 4803 Marlborough Drive, San Diego in San Diego County, California.
18 PLAINTIFFS are informed and believe and, upon that basis, allege that DVM INSIGHT owns and
19 operates SIGHT HOUND.

20 5. At all times relevant hereto, Defendant Mathew Wright, D.V.M. (“WRIGHT”) was,
21 and presently is, an individual who resides in San Diego County, within the State of California.
22 PLAINTIFFS are informed and believe and, upon that basis, allege that WRIGHT owns and/or is a
23 principal of DVM INSIGHT and participates in the operation of SIGHT HOUND.

24 6. At all times relevant hereto, Defendant Animal Insides, Inc. (“ANIMAL INSIDES”)
25 was, and presently is, a corporation organized under the laws of the State of California, with its
26 principal place of business located at 4803 Marlborough Drive, San Diego in San Diego County,
27 California. PLAINTIFFS are informed and believe and, upon that basis, allege that WRIGHT

1 and/or DVM INSIGHT own and/or operate ANIMAL INSIDES and that WRIGHT is a principal of
2 ANIMAL INSIDES.

3 7. PLAINTIFFS do not know the true names or capacities, whether individual,
4 associate, corporate or otherwise, of the defendants sued herein as Does 1 through 25, inclusive,
5 and PLAINTIFFS therefore sue said defendants by such fictitious names pursuant to Section 474 of
6 the California Code of Civil Procedure. PLAINTIFFS will amend this Complaint to state the true
7 names and capacities of these defendants once it discovers this information. PLAINTIFFS are
8 informed and believe and, upon that basis, allege that each defendant sued herein by a fictitious
9 name is in some way liable and responsible to PLAINITFFS on the facts herein alleged for
10 PLAINTIFFS' damages.

11 8. PLAINTIFFS are informed and believe and, upon that basis, allege that at all times
12 relevant herein, each of the defendants was the agent, representative, and/or employee of each of
13 the remaining defendants, and in doing the things herein complained, was acting within the scope
14 of such agency, representation and/or employment.

15 9. PLAINTIFFS are informed and believe, and upon that basis allege, that at all times
16 relevant herein, SIGHT HOUND, ANIMAL INSIDES, DVM INSIGHT and WRIGHT
17 (collectively, "DEFENDANTS") each were, and currently are, alter-egos of one another.

18 10. Venue is proper in this judicial district because one or more of the DEFENDANTS
19 conducts business herein.

20 **FACTUAL BACKGROUND**

21 11. PLAINTIFFS have been operating PetRays since January 2007. PetRays provides
22 veterinary telemedicine consulting services that are specifically designed to help veterinarians
23 improve the speed and quality of animal care. PetRays has a team of board-certified veterinary
24 specialists at its disposal 24 hours a day, seven days a week, who provide fast, thorough
25 consultations for small and large animals, avians, and exotics in their respective fields which
26 include radiology, internal medicine, cardiology, dermatology, oncology, critical care and
27 neurology. The specialists at PetRays are the acknowledged leaders in their respective fields and

1 remain on the cutting edge of veterinary medicine. For example, many of PetRays' specialists are
2 actively involved in resident education and others have been published in leading veterinary
3 medical journals or have authored widely-used veterinary textbooks.

4 12. Though PetRays' principal offices are located in Texas, it serves clients throughout
5 the United States.

6 13. SIGHT HOUND provides a similar service as PetRays except that its consultation
7 services are limited to radiology. At least with respect to this particular field, SIGHT HOUND and
8 PLAINTIFFS are competitors.

9 14. PLAINTIFFS are informed and believe, and upon that basis allege, that there are
10 only a handful of other large, veterinary telemedicine companies doing business in the United
11 States.

12 **False and Misleading Video and Article Posted by DEFENDANTS**

13 15. On or about May 2010, PLAINTIFFS became aware of a video created by
14 DEFENDANTS and posted on SIGHT HOUND's website, www.sighthoundradiology.com. In that
15 video, DEFENDANTS make numerous false, misleading statements about the consulting services
16 offered by large, veterinary telemedicine companies such as PetRays. These video claimed that
17 such companies: provide a nameless, faceless service; offer "false promises" such as 30-day free
18 trials; have radiologists in their employ that may not be experienced; and provide sub-standard
19 quality and expertise. Furthermore, the video stated that companies such as PetRays provide
20 diagnostic reports that "are automated and canned," "are wishy-washy," "only offer a laundry list
21 of rule-outs," "don't commit to a diagnosis," "are cranked out quickly in order to support the
22 bottom-line," and "are not personalized" and as such something is likely to be missed on the
23 radiographs.

24 16. On or about May 2010, PLAINTIFFS came across an article posted by
25 DEFENDANTS on ANIMAL INSIDES' website, www.animalinsides.com. In the article,
26 DEFENDANTS make numerous false and misleading statements about the consulting services
27 offered by large, veterinary telemedicine companies such as PetRays, or "commoditized

1 experience, the more likely the radiographs, CT scans, etc. will be read accurately and properly
2 interpreted so that the pet will be correctly diagnosed. A correct diagnosis would allow the
3 referring veterinarian to treat the patient appropriately which in turn would make the pet feel better
4 faster and put the pet owner's mind at ease.

5 18. As PetRays' is one of a handful of large, veterinary telemedicine consulting
6 companies that also provide teleradiology services, the statements made by DEFENDANTS as
7 described above are defamatory in that they disparage PetRays' services.

8 **WRIGHT's Inducement of PLANTIFFS' Specialists**

9 19. A veterinary specialty consultant interested in being part of PetRays' team is
10 required to sign an agreement with PVRC in which he or she agrees to refrain from performing
11 services for any of PetRays' current or former clients other than when acting on behalf of PetRays.

12 20. Beginning on or about May 2010, WRIGHT began approaching several of PetRays'
13 veterinary specialist consultants to work for SIGHT HOUND and/or DVM INSIGHT. Some of
14 these specialists informed WRIGHT that they could not provide their services due to the conflict-
15 of-interest provision in their respective agreements with PVRC, described above.

16 21. On or about July 21, 2009, Linda Mellema, a veterinary radiologist, agreed to be one
17 of PetRays' veterinary specialist consultants. During this period, Ms. Mellema was also providing
18 consultation services to SIGHT HOUND and/or DVM INSIGHT.

19 22. On or about June 3, 2010, Laura Ziegler, a veterinary radiologist, agreed to be one
20 of PetRays' veterinary specialist consultants. Just as with Ms. Mellema, Ms. Ziegler also provided
21 consultation services to SIGHT HOUND and/or DVM INSIGHT starting on or before June 3,
22 2010.

23 23. On or after May 2010, PLAINTIFFS are informed and believe and, upon that basis,
24 allege that WRIGHT spoke with Ms. Mellema and Ms. Ziegler, individually, and persuaded them
25 to terminate their respective consultation services with PVRC so that they would be free to treat
26 former and/or current clients of PetRays on behalf of SIGHT HOUND and/or DVM INSIGHT.

27 24. On or about May 2010 and June 2010, Ms. Mellema and Ms. Ziegler, respectively,
28

1 informed PVRC that they were terminating their consultation services with PetRays. PLAINTIFFS
2 are informed and believe and, on that basis, allege that Ms. Mellema and Ms. Ziegler are still
3 providing consultation services on behalf of SIGHT HOUND and/or DVM INSIGHT.

4 25. On or about June 2010, WRIGHT met another of PetRays' veterinary specialty
5 consultants, Helen Thomas, in San Diego. During that meeting, WRIGHT attempted to convince
6 Ms. Thomas to terminate her relationship with PetRays and to join SIGHT HOUND and/or DVM
7 INSIGHT. In addition, he suggested that she steal clients from PetRays to bring to SIGHT
8 HOUND and/or DVM INSIGHT.

9 **FIRST CAUSE OF ACTION**

10 **INTENTIONAL INTERFERENCE WITH EXISTING BUSINESS RELATIONSHIPS**

11 (against SIGHT HOUND, DVM INSIGHT and WRIGHT)

12 26. PLAINTIFFS hereby reallege, as if fully set forth herein, the allegations of the
13 preceding paragraphs.

14 27. SIGHT HOUND, DVM INSIGHT and WRIGHT knew of PVRC's existing
15 agreements and business relationships with Ms. Mellema and Ms. Ziegler and with PetRays'
16 clients.

17 28. PLAINTIFFS are informed and believe and, upon that basis, allege that despite
18 knowing of these existing agreements and business relationships, WRIGHT, acting on behalf and
19 with the approval of DVM INSIGHT and/or SIGHT HOUND, induced Ms. Mellema and Ms.
20 Ziegler to terminate their respective business relationships with PVRC.

21 29. SIGHT HOUND, DVM INSIGHT and WRIGHT willfully and deliberately
22 committed these wrongful acts with the intent to interfere with PVRC's existing agreement and
23 business relationships with Ms. Mellema and Ms. Ziegler.

24 30. As a proximate result of such wrongful acts, PLAINTIFFS have suffered injury and
25 damage to its business and goodwill in an amount to conform to proof at trial, but not less than the
26 jurisdictional minimum of this Court.

27 31. PLAINTIFFS are informed and believe and, upon that basis, allege that SIGHT

1 HOUND, DVM INSIGHT and WRIGHT's actions in interfering with PVRC's contractual and
2 business relationships with its specialists were willful and malicious, and were designed to obstruct
3 and otherwise interfere with the successful operation of PLAINTIFFS' business. PLAINTIFFS are
4 therefore entitled to recover punitive damages in a sum sufficient to punish SIGHT HOUND, DVM
5 INSIGHT and WRIGHT.

6 **SECOND CAUSE OF ACTION**

7 **UNFAIR BUSINESS PRACTICES**

8 **(BUSINESS AND PROFESSIONS CODE SECTION 17200 et seq)**

9 (against DEFENDANTS)

10 32. PLAINTIFFS hereby reallege, as if fully set forth herein, the allegations of the
11 preceding paragraphs.

12 33. SIGHT HOUND, DVM INSIGHT and WRIGHT's acts in inducing PVRC's
13 specialists to terminate their business relationships with PVRC and DEFENDANTS'
14 misrepresentations concerning the quality of services provided by large, telemedicine companies
15 such as PetRays, as alleged herein, constitute unlawful, unfair, and/or fraudulent business acts and
16 practices in violation of Business & Professions Code section 17200 et seq.

17 34. As a direct and proximate result of DEFENDANTS' wrongful acts and
18 misrepresentations, PLAINTIFFS have suffered and will continue to suffer substantial pecuniary
19 losses and irreparable injury to their business reputation and goodwill. As such, PLAINTIFFS'
20 remedy at law is not adequate to compensate PLAINTIFFS' injuries inflicted by DEFENDANTS.
21 Accordingly, PLAINTIFFS are entitled to temporary, preliminary and permanent injunctive relief.

22 35. DEFENDANTS wrongful acts and misrepresentations alleged herein caused
23 DEFENDANTS to profit at PLAINTIFFS' expense. Accordingly, PLAINTIFFS are entitled to
24 equitable relief in the form of a constructive trust, accounting, restitution and disgorgement of all
25 ill-gotten gains, earnings, profits, compensation and benefits obtained by DEFENDANTS as the
26 result of such unfair business acts or practices.

1 **THIRD CAUSE OF ACTION**

2 **FALSE ADVERTISING**

3 **(BUSINESS AND PROFESSIONS CODE SECTION 17500 et seq)**

4 (against DEFENDANTS)

5 36. PLAINTIFFS hereby reallege, as if fully set forth herein, the allegations of the
6 preceding paragraphs.

7 37. At least since May 2010, DEFENDANTS have engaged in advertising SIGHT
8 HOUND's veterinary teleradiology consulting services to the public. The advertising included a
9 video created and posted by DEFENDANTS on www.sighthoundradiology.com and an article
10 posted on www.animalinsides.com that made numerous false, misleading statements about the
11 veterinary telemedicine consulting services offered by a large company such as PetRays.
12 PLAINTIFFS are informed and believe and, upon that basis, allege that the video was viewed and
13 the article read by persons who are existing or potential clients of PLAINTIFFS across the country.

14 38. DEFENDANTS engaged in the advertising herein alleged with the intent to
15 directly or indirectly induce potential or existing clients of PLAINTIFFS to enter into an obligation
16 relating to the teleradiology services offered by SIGHT HOUND and to divert existing and
17 potential business away from PetRays.

18 39. DEFENDANTS' advertising was untrue and misleading, as it pertained to large
19 telemedicine companies such as PetRays, and was likely to deceive the public.

20 40. In making and disseminating the video and the article herein alleged,
21 DEFENDANTS knew, or by the exercise of reasonable care should have known, that the
22 statements were and are untrue and misleading and so acted in violation of Business and
23 Professions Code section 17500 et seq.

24 41. Unless restrained by this Court, DEFENDANTS will continue to engage in untrue
25 and misleading advertising. PLAINTIFFS have no adequate remedy at law in that DEFENDANTS
26 will continue to engage in untrue and misleading advertising, as alleged above, which will cause
27 PLAINTIFFS to continue to suffer substantial pecuniary losses and irreparable injury to their

1 business reputation and goodwill. Therefore PLAINTIFFS request a permanent injunction ordering
2 DEFENDANTS to remove the video described above from www.sighthoundradiology.com and the
3 article from www.animalinsides.com and to cease their false advertising practices alleged herein.

4 **FOURTH CAUSE OF ACTION**

5 **TRADE LIBEL**

6 (against DEFENDANTS)

7 42. PLAINTIFFS hereby reallege, as if fully set forth herein, the allegations of the
8 preceding paragraphs.

9 43. The content of DEFENDANTS' video posted on www.sighthoundradiology.com
10 and the article posted on www.animalinsides.com were false as it relates to PLAINTIFFS, and
11 DEFENDANTS knew that the statements were false or acted in reckless disregard of the truth
12 when they published the video and article.

13 44. The statements made in the video and article are libelous because the language
14 contained therein disparage the quality of PLAINTIFFS' services and contain defamatory
15 meanings, as opposed to innocent meanings. The video and article contained false and
16 unprivileged statements about PLAINTIFFS which have a tendency to injure PLAINTIFFS in their
17 business as well as to devalue their services, including their ability to promote these services in the
18 market.

19 45. PLAINTIFFS are informed and believe and, upon that basis, allege that
20 DEFENDANTS' video on www.sighthoundradiology.com and the article posted on
21 www.animalinsides.com were seen by hundreds to thousands of PetRays' existing and/or potential
22 clients across the country.

23 46. As a direct and proximate result of DEFENDANTS ongoing libel, PLAINTIFFS
24 have suffered and will continue to suffer substantial pecuniary losses and irreparable injury to their
25 respective business reputation and goodwill. As such, PLAINTIFFS have no adequate remedy at
26 law to compensate them for the continuing injuries inflicted by DEFENDANTS. Accordingly,
27 PLAINTIFFS are entitled to temporary, preliminary and permanent injunctive relief.

1 47. As a proximate result of the negative statements in the video and the article,
2 PLAINTIFFS have suffered general and special damages, including, without limitation, lost
3 revenue and profits as a function of damage to PLAINTIFFS' business reputations; diminution in
4 the pecuniary value of PLAINTIFFS' good will; administrative costs in connection with
5 PLAINTIFFS' efforts to monitor and counteract the negative publicity with corrective publicity,
6 and other pecuniary harm in an amount to be proven at trial, but not less than the jurisdictional
7 minimum.

8 48. PLAINTIFFS are informed and believe and, upon that basis, allege that the negative
9 video and article were published by DEFENDANTS with malice and/or oppression in that the
10 content of the video and article contain false, defamatory statements that were known by
11 DEFENDANTS to be false, and their publication was deliberately done with the intention of
12 destroying PLAINTIFFS' reputations and the reputation of their services, and to cause
13 PLAINTIFFS to lose their ability to continue their business. PLAINTIFFS are therefore entitled to
14 punitive damages.

15
16 **WHEREFORE**, PLAINTIFFS pray for judgment against DEFENDANTS as follows:

17 1. For general damages in an amount according to proof, but not less than the
18 jurisdictional minimum;

19 2. For special damages in an amount according to proof, but not less than the
20 jurisdictional minimum;

21 3. For punitive damages;

22 4. For a permanent injunction prohibiting DEFENDANTS from:

23 (a) interfering with PVRC's business relationships with its consultants in
24 violation of Business & Professions Code section 17200 *et seq*;

25 (b) engaging in false advertising concerning the services offered by large
26 veterinary telemedicine companies such as PetRays in violation of Business & Professions Code
27 Section 17500 *et seq.*; and

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(c) continuing to libel PetRays' services as complained herein

5. For an Order requiring DEFENDANTS to remove the libelous video described above from www.sighthoundradiology.com and the article posted on www.animalinsides.com;

6. For an Order imposing a constructive trust upon all monies wrongfully acquired by DEFENDANTS by means of such acts of unfair competition alleged herein, plus interest and attorneys' fees, as restitution.


7. For costs of suit incurred herein; and

8. For each relief as the Court may deem just and proper.

Dated: 8-23-10

PICK & BOYDSTON LLP

By: _____


Erik Syverson
Attorneys for Plaintiffs
PETRAYS VETERINARY RADIOLOGY
CONSULTANTS, P.A. and PETRAYS, L.P.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):
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CIVIL BUSINESS OFFICE 17
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CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 330 West Broadway
MAILING ADDRESS:
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Hall of Justice

CASE NAME:
PETRAYS VETERINARY v. SIGHT HOUND RADIOLOGY, et al.

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

CASE NUMBER:
37-2010-00099243-CU-BT-CTL
JUDGE:
DEPT:

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

ORIGINAL

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

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

Date: August 25, 2010
Erik Syverson
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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