

COPY

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CytRx Corporation, Steven A. Kriegsman, John Y. Caloz, Louis J. Ignarro, Max Link, (see attachment for add'l defendants)

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

Kannan Rajasekaran, Individually and On Behalf of All Others Similarly Situated

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DEL TRIBUNAL)
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 03 2014

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

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

CASE NUMBER:
(Número del Caso): BC541426

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):
Hal D. Cunningham, Scott+Scott, Attorneys at Law, LLP, 4771 Cromwell Avenue, Los Angeles, CA 90027

DATE:
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

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

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

SHORT TITLE: — Rajasekaran v. CytRx Corp., et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

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

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

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

Joseph Rubinfeld
 Marvin S. Selter
 Richard L. Wennkamp
 Jefferies LLC
 Oppenheimer & Co., Inc.
 Aegis Capital Corp.
 and
 H.C. Wainwright & Co., LLC

COPY

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Superior Court of California
County of Los Angeles
CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Hal D. Cunningham 243043
Scott+Scott, Attorneys at Law, LLP
4771 Cromwell Avenue
Los Angeles, CA 90027
TELEPHONE NO.: 213-985-1274

FAX NO.: 213-985-1278

ATTORNEY FOR (Name): Kannan Rajasekaran

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

Rajasekaran v. CytRx Corp., 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:

541426

JUDGE:

DEPT:

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

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PIP/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PIP/D/W/D (23)

Non-PIP/D/W/D (Other) Tort

☐ Business tort/unfair business practices (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PIP/D/W/D 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 (30)

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
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence

d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 3

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 4/3/2014

Hal D. Cunningham

(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

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

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Non-PIPD/W (Other) Tort

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a. ☒ Large number of separately represented parties
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence

d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

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Date: 4/3/2014

Hal D. Cunningham

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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SHORT TITLE: Rajasekaran v. CytRX Corp., et al.	CASE NUMBER
--	-------------

	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Rajasekaran v. CytRX Corp., et al.	CASE NUMBER:
--	--------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judcial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input checked="" type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	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.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

SHORT TITLE: Rajasekaran v. CytRX Corp., et al.	CASE NUMBER
---	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 11726 San Vicente Blvd. Suite 650
CITY: Los Angeles	STATE: CA	ZIP CODE: 90049

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 4/3/2014


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES
Case Number _____**

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
Judge Lee Smalley Edmon	322	1702
Judge John Shepard Wiley, Jr.	311	1408
Judge Kenneth Freeman	310	1412
Judge Jane Johnson	308	1415
Judge William F. Highberger	307	1402
OTHER		

BC 541426

Instructions for handling Class Action 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 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.

Given to the Plaintiff/Cross-Complainant/Attorney of Record of _____

SHERRI R. CARTER, Executive Officer/Clerk

LACIV CCW 190 (Rev09/13)

LASC Approved 05-06

For Optical Use

By _____, Deputy Clerk

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Superior Court of California
County of Los Angeles

APR 03 2014

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

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2 HAL D. CUNNINGHAM (State Bar No. 243048)
3 4771 Cromwell Avenue
4 Los Angeles, CA 90027
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10 12434 Cedar Road, Suite 12
11 Cleveland Heights, OH 44106
12 Telephone: 216/229-6088
13 216/229-6092 (fax)
14 gjohnson@scott-scott.com

15 Counsel for Plaintiffs

16 [Additional Counsel on Signature Page]

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF LOS ANGELES

BC 541426

19 KANNAN RAJASEKARAN, Individually and On
20 Behalf of All Others Similarly Situated,

21 Plaintiff,

22 vs.

23 CYTRX CORPORATION, STEVEN A.
24 KRIEGSMAN, JOHN Y. CALOZ, LOUIS J.
25 IGNARRO, MAX LINK, JOSEPH RUBINFELD,
26 MARVIN S. SELTER, RICHARD L.
27 WENNEKAMP, JEFFERIES LLC,
28 OPPENHEIMER & CO. INC., AEGIS CAPITAL
CORP., and H.C. WAINWRIGHT & CO., LLC,

Defendants.

CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE SECURITIES ACT OF
1933

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE SECURITIES ACT OF 1933

1 Plaintiff, Kannan Rajasekaran ("Plaintiff"), individually and on behalf of all others similarly situated,
2 by Plaintiff's undersigned attorneys, for Plaintiff's complaint against Defendants, allege the following based
3 upon personal knowledge as to Plaintiff and Plaintiff's own acts, and upon information and belief as to all
4 other matters based on the investigation conducted by and through Plaintiff's attorneys, which included,
5 among other things, a review of CytRx Corporation's ("CytRx" or the "Company") press releases, Securities
6 and Exchange Commission ("SEC") filings, analyst reports, media reports, and other publicly disclosed
7 reports and information about the defendants. Plaintiff believes that substantial evidentiary support will
8 exist for the allegations set forth herein after a reasonable opportunity for discovery.

9 NATURE OF THE ACTION

10 1. This is a securities class action on behalf of Plaintiff and all other persons or entities, except
11 for Defendants, who purchased or otherwise acquired the common stock of CytRx pursuant and/or traceable
12 to the Company's secondary public stock offering of approximately \$86 million on or around January 31,
13 2014 (the "Offering") seeking to pursue *strict liability* remedies under the Securities Act of 1933 (the
14 "Securities Act").

15 INTRODUCTION AND BACKGROUND TO THE ACTION

16 2. CytRx is a biopharmaceutical research and development company that specializes in
17 oncology. Presently, CytRx is focused on the clinical development of aldoxorubicin (which was formerly
18 known as INNO-206), a modified version of the widely-used chemotherapeutic agent, doxorubicin.

19 3. On February 12, 2014, *TheStreet.com* published an article entitled "Galena Biopharma Pays
20 for Stock-Touting Campaign While Insiders Cash Out Millions." The article asserted that Galena
21 Biopharma ("Galena") paid \$50,000 to a subsidiary of the stock promotion firm The DreamTeam Group
22 ("DreamTeam") and MissionIR in July 2013 to launch a misleading campaign designed to increase Galena's
23 stock price. Per *TheStreet.com*, the investor websites operated by the DreamTeam and MissionIR allegedly
24 touted Galena without properly disclosing that Galena had paid for the promotion. This same article also
25 asserted that several articles posted on *SeekingAlpha.com* lauding Galena under the guise of different
26 individual investors were removed from the site after it was discovered that the articles were in fact written
27 by the same person, without disclosure of the paid marketing relationship to Galena.

1 4. Furthermore, the article alleged that CytRx is also a DreamTeam client, having paid \$65,000
2 for one year's worth of stock promotion. Defendant Kriegsman, as noted by the *TheStreet.com* article, is
3 both Chief Executive Officer of CytRx and a director of Galena. Defendant Kriegsman made \$2.1 million in
4 profits from selling Galena stock in January 2014.

5 5. Then, on March 13, 2014, Richard Pearson of MOXReports published an article entitled
6 "Behind the Scenes With Dream Team, CytRx and Galena" on *SeekingAlpha.com*. In this article, Pearson
7 accused DreamTeam of attempting to hire him to write paid promotional articles about CytRx and Galena,
8 without disclosing such payment. In his article, Pearson provided detailed emails and attachments indicating
9 that CytRx's management was intimately involved in reviewing and editing the paid articles on their own
10 stock at the same time the Company intended to sell and/or issues shares, including in the Offering, thereby
11 indicating that the Company was well aware that the articles would fail and did fail to disclose the paid
12 marketing relationship. Pearson further alleged that DreamTeam's promotional campaign used multiple
13 aliases on various third party websites, often pretending to be hedge fund managers lauding the stock.

14 6. On December 6, 2012, the Company filed its initial Registration Statement with the SEC,
15 who declared the Registration Statement effective on December 21, 2012. On January 31, 2014, the
16 Company filed its Prospectus with the SEC and made it available to the investing public. That same day,
17 11,500,000 shares of CytRx common stock were offered for sale at \$6.50 per share. In addition, the
18 Underwriter Defendants exercised their combined option to purchase an additional 1,725,000 shares of
19 CytRx. The \$86 million Offering was completed on February 5, 2014. The Company received, before
20 expenses, approximately \$80.8 million from the Offering.

21 7. The Registration Statement and Prospectus (collectively referred to as the "Registration
22 Statement," unless otherwise specified), distributed in connection with the Company's Offering contained
23 false statements and omissions of material facts concerning CytRx's illegal scheme of employing
24 promotional firms, DreamTeam and MissionIR, from at least November 2013 to March 2014, to artificially
25 promote the Company's stock by publishing laudatory articles coordinated with the release of news from the
26 Company.

27 8. Essentially, unbeknownst to investors, CytRx and/or its management was paying the
28 DreamTeam and MissionIR to pump up the price of CytRx stock without disclosing the Company's

1 agreement with DreamTeam or MissionIR. This action seeks recovery, including rescission, for innocent
2 purchasers who suffered many millions of dollars in losses when the truth about CytRx emerged and its
3 stock price plummeted.

4 SUMMARY AND OVERVIEW OF THE ACTION

5 9. CytRx is a biopharmaceutical research and development company that specializes in
6 oncology. Presently, CytRx is focused on the clinical development of aldoxorubicin (formerly known as
7 INNO-206), the Company's modified version of the widely-used chemotherapeutic agent doxorubicin.

8 10. The Offering was effected through a Registration Statement on Form S-3 (File No. 333-
9 185308) declared effective by the SEC on December 21, 2012. Approximately 13.225 million shares of
10 CytRx common stock were sold on January 31, 2014 by CytRx, pursuant to the Prospectus made available to
11 CytRx investors. The Underwriter Defendants, defined below, shared an estimated \$4.5 million in
12 underwriting fees in connection with the Offering and also exercised their right to purchase 1.725 million
13 shares of CytRx stock in the offering. Net of underwriting fees and other expenses, CytRx received
14 approximately \$80.8 million in proceeds from the Offering. The Company's stock trades on NasdaqCM
15 under the symbol "CYTR."

16 11. Defendants in this action include CytRx, CytRx executives and directors, and the
17 underwriters to the Offering (collectively, the "Defendants"). In violation of the Securities Act, Defendants
18 negligently issued false and misleading statements and omitted material facts from the Registration
19 Statement and Prospectus that the Company filed with the SEC in support of the Offering. Defendants
20 negligently allowed the Registration Statement to omit material facts regarding the Company's illegal
21 scheme of employing promotional firms, DreamTeam and MissionIR, to artificially promote the Company's
22 stock by publishing laudatory articles coordinated with the release of news from the Company.

23 12. Specifically, under the applicable SEC rules and regulations governing the preparation of the
24 Registration Statement (and the financial statements and related SEC filings incorporated therein by
25 reference), Defendants were negligent in failing to disclose or indicate, at the time of the Offering, the
26 following material facts: (1) that the Company was paying DreamTeam to issue articles, coordinated with
27 Company news releases, designed to inflate the price of CytRx stock; (2) CytRx management directly edited
28

1 and approved the DreamTeam articles; (3) writers of the articles used false aliases; and (4) as a result of the
2 foregoing, the Company's Registration Statement was false and misleading at all relevant times.

3 13. During the period of the Company's illegal scheme of undisclosed paid promotions via
4 DreamTeam and MissionIR, *the Company's stock price nearly quadrupled*, from around \$2.27 on
5 November 1, 2013, and maxing out at \$7.98 on January 30, 2014, the day before the Offering at \$6.50 per
6 share.

7 14. For all of the claims stated herein, Plaintiff expressly excludes any allegation that could be
8 construed as alleging fraud or intentional or reckless misconduct. Plaintiff's claims are not based on and do
9 not sound in fraud.

10 JURISDICTION AND VENUE

11 15. This Court has subject matter jurisdiction over the causes of action asserted herein pursuant to
12 the California Constitution, Article VI, §10, because this case is a cause not given by statute to other trial
13 courts. This action is not removable. The claims alleged herein arise under §§11, 12(a)(2), and 15 of the
14 Securities Act. *See* 15 U.S.C. §§77k, 771(a)(2), and 77o. Jurisdiction is conferred by §22 of the Securities
15 Act and venue is proper pursuant to §22 of the Securities Act. Section 22 of the Securities Act explicitly
16 states that "[e]xcept as provided in section 16(c), no case arising under this title and brought in any State court
17 of competent jurisdiction shall be removed to any court in the United States." Section 16(c) refers to
18 "covered class actions," which are defined as lawsuits brought as class actions or brought on behalf of more
19 than 50 persons asserting claims under state or common law. This is an action asserting federal law claims.
20 Thus, it does not fall within the definition of "covered class action" under §16(b)-(c) and therefore is not
21 removable to federal court.

22 16. This Court has personal jurisdiction over each of the Defendants named herein because they
23 conducted business in, resided in, and/or were citizens of California at the time of the Offering.

24 17. The Underwriter Defendants, defined below, conduct business and maintain offices in this
25 county. Some, if not all, of the underwriting documents pertaining to the Offering are located in this county.

26 18. Venue is proper in this Court because many of the acts complained of, including the
27 dissemination of materially false and misleading statements and reports prepared by or with the
28

1 participation, acquiescence, encouragement, cooperation, or assistance of Defendants, occurred, at least in
2 part, in this county.

3 PARTIES

4 19. Plaintiff Kannan Rajasekaran purchased CytRx common stock pursuant and/or traceable to
5 the Offering and was damaged thereby.

6 20. Defendant CytRx is a corporation headquartered in Los Angeles, California, and its shares are
7 traded on the NASDAQCM exchange under the ticker symbol "CYTR." The Company does business in
8 California.

9 21. Defendant Steven A. Kriegsman ("Kriegsman") is, and was at the time of the Offering,
10 CytRx's President and Chief Executive Officer, and also a Director on CytRx's Board of Directors, and has
11 served in those capacities since 2002. Defendant Kriegsman signed the false and misleading Registration
12 Statement. Defendant Kriegsman is a resident of California.

13 22. Defendant John Y. Caloz ("Caloz") is, and was at the time of the Offering, the Company's
14 Chief Financial Officer and Treasurer. Defendant Caloz signed the false and misleading Registration
15 Statement. Defendant Caloz is a resident of California.

16 23. Defendant Louis J. Ignarro, Ph.D. ("Ignarro") is, and was at the time of the Offering, a
17 Director of the Company. Defendant Ignarro signed the false and misleading Registration Statement.
18 Defendant Ignarro is a resident of California.

19 24. Defendant Max Link ("Link") is, and was at the time of the Offering, a Director of the
20 Company. Defendant Link signed the false and misleading Registration Statement. Defendant Link is a
21 resident of New York.

22 25. Defendant Joseph Rubinfeld, Ph.D. ("Rubinfeld") is, and was at the time of the Offering, a
23 Director of the Company. Defendant Rubinfeld signed the false and misleading Registration Statement.
24 Defendant Rubinfeld is a resident of California.

25 26. Defendant Marvin R. Selter ("Selter") is, and was at the time of the Offering, a Director of
26 the Company. Defendant Selter signed the false and misleading Registration Statement. Defendant Selter is
27 a resident of California.

1 27. Defendant Richard L. Wennekamp (“Wennekamp”) is, and was at the time of the Offering, a
2 Director of the Company. Defendant Wennekamp signed the false and misleading Registration Statement.
3 Defendant Wennekamp is a resident of California.

4 28. Defendants Kriegsman, Caloz, Ignarro, Link, Rubinfeld, Selter, and Wennekamp are referred
5 to collectively as the “Individual Defendants.”

6 29. Defendant Jefferies LLC (“Jefferies”) was an underwriter of the Company’s Offering, the
7 sole book-running manager of the offering, and served as a financial advisor and assisted in the preparation
8 and dissemination of CytRx’s false and misleading Registration Statement. Defendant Jefferies conducts
9 business in this county out of its offices at its affiliate and/or subsidiary Jefferies & Co., Inc., 11100 Santa
10 Monica Boulevard, Floor 7, Los Angeles, California 90025.

11 30. Defendant Oppenheimer & Co. Inc. (“Oppenheimer”) was an underwriter of the Company’s
12 Offering, and served as a financial advisor and assisted in the preparation and dissemination of CytRx’s false
13 and misleading Registration Statement. Defendant Oppenheimer conducts business in this county out of its
14 offices at 10880 Wilshire Boulevard, Los Angeles, California 90024.

15 31. Defendant Aegis Capital Corp. (“Aegis”) was an underwriter of the Company’s Offering, and
16 served as a financial advisor and assisted in the preparation and dissemination of CytRx’s false and
17 misleading Registration Statement. Defendant Aegis conducts business in this county.

18 32. Defendant H.C. Wainwright & Co., LLC (“Wainwright”) was an underwriter of the
19 Company’s Offering, and served as a financial advisor and assisted in the preparation and dissemination of
20 CytRx’s false and misleading Registration Statement. Defendant Wainwright conducts business in this
21 county.

22 33. Defendants Jefferies LLC, Oppenheimer & Co., Inc., Aegis Capital Corp., and H.C.
23 Wainwright & Co., LLC, are referred to collectively as the “Underwriter Defendants.”

24 34. Pursuant to the Securities Act, the Underwriter Defendants are liable for the false and
25 misleading statements in the Offering’s Registration Statement and Prospectus. The Underwriter
26 Defendants’ failure to conduct adequate due diligence investigations was a substantial factor leading to the
27 harm complained of herein.

1 a. The Underwriter Defendants are investment banking houses which specialize, *inter*
2 *alia*, in underwriting public offerings of securities. They served as the underwriters of the Offering and
3 received, collectively, approximately \$4.5 million in fees and options to purchase an additional 1,725,000
4 shares of CytRx common stock in the Offering. The Underwriter Defendants determined that in return for
5 their share of the Offering, they were willing to merchandize CytRx stock in the Offering. The Underwriter
6 Defendants arranged a multi-city road show prior to the Offering during which they, and certain of the
7 Individual Defendants, met with potential investors and presented highly favorable information about the
8 Company, its financial prospects, and its sales and reimbursement practices.

9 b. Representatives of the Underwriter Defendants also assisted CytRx and the Individual
10 Defendants in planning the Offering, and purportedly conducted an adequate and reasonable investigation
11 into the business and operations of CytRx, an undertaking known as a “due diligence” investigation. The
12 due diligence investigation was required of the Underwriter Defendants in order to engage in the Offering.
13 During the course of their “due diligence,” the Underwriter Defendants had continual access to confidential
14 corporate information concerning CytRx’s business sales model, financial condition, internal control, and its
15 future business plans and prospects.

16 c. In addition to availing themselves of access to internal corporate documents, agents of
17 the Underwriter Defendants, including their counsel, met with CytRx’s lawyers, management, and top
18 executives to determine: (i) the strategy to best accomplish the Offering; (ii) the terms of the Offering,
19 including the price at which CytRx’s stock would be sold; (iii) the language to be used in the Registration
20 Statement; (iv) what disclosures about CytRx would be made in the Registration Statement; and (v) what
21 responses would be made to the SEC in connection with its review of the Registration Statement. As a
22 result of those constant contacts and communications between the Underwriter Defendants’ representatives
23 and CytRx’s management and top executives, the Underwriter Defendants knew, or should have known, of
24 CytRx’s existing problems, and misstatements and omissions contained in the Registration Statement as
25 detailed herein.

26 d. The Underwriter Defendants caused the Registration Statement to be filed with the
27 SEC and declared effective in connection with offers and sales thereof, including to Plaintiff and the Class.
28

SUBSTANTIVE ALLEGATIONS

35. CytRx is a biopharmaceutical research and development company that specializes in oncology. Presently, CytRx is focused on the clinical development of aldoxorubicin (formerly known as INNO-206), the Company's modified version of the widely-used chemotherapeutic agent doxorubicin.

36. Since at least November 2013 and through March 2014, and at Defendants' direction, DreamTeam and MissionIR began touting the Company's stock to the investing public.

37. This promotional campaign was designed to raise additional capital, increase shareholder value, and raise visibility to the capital market.

38. With their affiliates, DreamTeam and MissionIR conducted a huge promotional campaign to inflate the price of CytRx common stock, which included publishing dozens of articles or news reports, and making various statements through DreamTeam and MissionIR outlets, as well as third-party websites like *TheStreet.com*, the Motley Fool, Forbes, and *SeekingAlpha.com*.

39. On December 6, 2012, CytRx filed a Registration Statement on Form S-3 announcing that the Company would be offering shares of common stock for sale to the investing public. The SEC declared the Registration Statement effective on December 21, 2012.

40. The Registration Statement contained no disclosures regarding the Company's relationships with DreamTeam and/or MissionIR. Indeed, the Registration Statement is completely silent with respect to the illegal scheme detailed herein.

41. In preparation for the Company's Offering, on January 30, 2014, CytRx issued a media release entitled "CytRx Announces Proposed Public Offering of Common Stock." The release announced that the Company had filed a registration statement with the SEC.

42. The next day, January 31, 2014, CytRx filed a Prospectus Supplement in which it announced its Offering of 11,500,000 shares of its common stock, in addition to an option given to the Underwriter Defendants to purchase an additional 1,725,000 shares, at a price of \$6.50 per share.

43. The Prospectus Supplement contained no disclosures regarding the Company's relationships with DreamTeam and/or MissionIR. Indeed, the Registration Statement is completely silent with respect to the illegal scheme detailed herein.

44. On February 5, 2014, CytRx issued a press release, entitled “CytRx Announces Closing of Public Offering of Common Stock, Including Full Exercise of Underwriters’ Option to Purchase Additional Shares.” In this news release, CytRx announced that the Company sold 13,225,000 shares of common stock in the Offering at the price of \$6.50 per share, for total gross proceeds of approximately \$86 million, prior to deducting underwriting discounts and commissions and other expenses payable by CytRx.

45. During the period of the Company's illegal scheme of undisclosed paid promotions via DreamTeam and MissionIR, *the Company's stock price nearly quadrupled*, from around \$2.27 on November 1, 2013, and maxing out at \$7.98 on January 30, 2014, the day before the Offering at \$6.50 per share.

46. As detailed more completely below, the Registration Statement and Prospectus were materially false and misleading when made because the Company failed to disclose the following material facts: (1) that the Company was paying DreamTeam to issue articles, coordinated with Company news releases, designed to inflate the price of CytRx stock; (2) CytRx management directly edited and approved the DreamTeam articles; (3) writers of the articles used false aliases; and (4) as a result of the foregoing, the Company's Registration Statement was false and misleading at all relevant times.

The Truth Is Revealed

47. On February 12, 2014, *TheStreet.com* published an article entitled, “Galena Biopharma Pays For Stock-Touting Campaign While Insiders Cash Out Millions.” The article accused Galena of paying \$50,000 to a subsidiary of DreamTeam and MissionIR in July 2013 to begin a misleading campaign designed to boost Galena’s stock price. According to the article, the investor websites that the DreamTeam and MissionIR operate allegedly lauded Galena without disclosing that Galena had paid for the promotion. The article also detailed that several articles posted on *SeekingAlpha.com* lauding Galena under the guise of different individual investors were removed from the site after it was discovered that the articles were written by the same person, under different aliases, without disclosure of the paid marketing relationship to Galena. *The article alleged that CytRx is also a DreamTeam client, paying \$65,000 for a year’s worth of stock promotion. The article noted that Defendant Kriegsman, CytRx’s President and Chief Executive Officer, is also a director of Galena, and made \$2.1 million in profits from selling Galena stock in January 2014.*

48. On March 13, 2014, Richard Pearson published an article on *SeekingAlpha.com* entitled “Behind the Scenes with Dream Team, CytRx and Galena.”¹ In this article, Mr. Pearson detailed how he was contacted by DreamTeam and asked to “write paid promotional articles on Galena Biopharma . . . and CytRx Corp . . . without disclosing payment.”

49. Mr. Pearson explained that:

The articles were provided from Dream Team directly to CytRx and Galena. Management then edited and approved the articles and would have seen the lack of disclosure. When [the articles] appeared in final publication there was again no disclosure. And it seems no coincidence that there appears to have been great urgency to get these articles in almost exact proximity to sales / issuances of stock by insiders and the companies at both Galena and CytRx.

* * *

The promotional articles and the paid retention of the Dream Team Group were **coordinated with the release of news** and data from the companies such that they coincided with the share prices of both stocks rising dramatically. News events included items like the completion of Phase 2 trials, the inception of new trials and the receipt of an SPA from the FDA. Clearly these would all normally be expected to have a positive effect on their own. Yet management used coordinated articles in the media to interpret and amplify the effect of the news which it had released.

The promotional campaigns by Dream Team extended to various websites including Forbes, TheStreet.com, Motley Fool, Wall Street Cheat Sheet and Seeking Alpha. Multiple aliases were used, some of which pretended to be hedge fund managers. At least 13 articles on CytRx alone have now been removed, most of those during the past two days alone.

The undisclosed media promotions coordinated with the release of news and data saw both of these stocks rise from around \$2.00 in November to around \$8.00 by January. The fact that these recent news releases were concurrent with undisclosed stock promotions casts significant doubt on many of the fundamental statements made by these companies regarding their drug prospects.

[Emphasis in original].

50. Mr. Pearson provided an example of the emails he was sent by the representative from DreamTeam, Tom Meyer:

Hi Rick,

¹ Available at <http://seekingalpha.com/article/2086173-behind-the-scenes-with-dream-team-cytrx-and-galena> (lasted visited April 3, 2014).

1 Thanks for getting back to me so soon. I work for an IR firm and I have a team that I
2 manage. So when the firm has a new client, they will ask me to start getting some articles
3 published on various sites. And then my team will get started on it.

4 We typically cover biotech companies but occasionally will have some others as well.

5 When I give you an assignment, you will type up the draft and then send back to me so I can
6 get the company's approval. I will send you back the edited version and then you can publish.
Once published, I will pay you \$300. We send checks to our guys every 2 weeks.

7 Let me know if that is of interest to you.

8 Thanks a lot,

9 Tom
10

11 51. Mr. Pearson explained that he intended to investigate the root of these odd requests by
12 DreamTeam. To accomplish this investigation, Mr. Pearson submitted "dummy" articles to DreamTeam, to
13 determine the level of involvement of management of CytRx and Galena in reviewing and editing the
14 articles.

15 52. For CytRx, Mr. Pearson "was able to receive fully edited copies of the dummy articles which
16 bore the electronic signature of the VP of Business Development (David Haen) as well as by the Assistant to
17 the CEO (Lauren Terrado). The conclusion I reached is obvious: management at CytRx was intimately
18 involved in editing these documents extensively." (Emphasis omitted).

19 53. Mr. Pearson also contacted an additional writer who wrote for DreamTeam on CytRx and
20 Galena, John Mylant. Mr. Pearson confirmed with Mr. Myland that "he was paid by [DreamTeam] to
21 publish articles on CytRx and [Galena] and that management had signed off on them because that is what
22 they are paying for."

23 54. Combined, Mr. Meyer and Mr. Mylant published 13 articles on CytRx between November
24 2013 and March 2014. These articles had a "very dramatic impact on the share price" of CytRx common
25 stock.

26 55. Mr. Pearson also detailed that Mr. Meyer used various aliases under which he released
27 articles for CytRx and Galena. These included "James Ratz . . . Christine Andrews . . . and John Rivers. He
28 also uses his real name [at Wall Street Cheat Sheet] under Tom Meyer to write articles about CytRx." "Mr.

1 Meyer also has accounts at the Motley Fool under 'James Johnson' as well as 'Ted Mayer.'" "At Forbes he
2 uses his real name, Tom Meyer . . . [and] on Seeking Alpha he has written under the four names of
3 Wonderful Wizard, Equity Options Guru, Kingmaker and Expected Growth."

4 56. Mr. Pearson further detailed how CytRx management was heavily involved in editing these
5 paid-for articles:

6 CytRx management received my articles and then quickly provided feedback, emailed via
7 Mr. Meyer. This was presumably done to maintain the appearance that management was not
8 an active participant and that the process was being entirely orchestrated by Dream Team.

9 Changes would be run through Michael McCarthy who runs Dream Team. Mr. Meyer let
10 me know that CytRx typically provides heavy changes in these paid articles and that I should
11 not take it personally that their changes to my dummy article were so extensive. Mr. Meyer
12 told me that it would be VP of Business Development David Haen who made most of the
13 changes.

14 On January 29th, I said in an email:

15 man oh man....those were extensive changes. he basically re-wrote about 25% of the article.

16 To which Mr. Meyer replied:

17 Every once in a while a company will be really picky. CYTR is one of them. Our other
18 companies aren't nearly as bad.

19 Let me know when you submit.

20 Thx

21 ***

22 The conclusions should be obvious.

23 CytRx management was well aware that these articles are being published. They also knew
24 that these have been articles via Dream Team / Mission IR. They were also actively
25 participating in the editing of the articles. Management also should have been well aware that
26 no disclosure was being made about the fact the CytRx management was paying Dream
27 Team and the writers for these articles, or about the editing of them.

28 57. Through March 27, 2014, the price of CytRx common stock *has more than halved* since the
January 31, 2014 Offering at \$6.50 per share.

1 **THE FALSE AND MISLEADING REGISTRATION STATEMENT**

2 58. On December 6, 2012, CytRx filed with the SEC a Form S-3 Registration Statement for the
3 Offering, which was declared effective by the SEC on December 21, 2012. On January 31, 2014, the
4 Company filed its Prospectus with the SEC and made it available to investors, selling approximately 13.225
5 million shares of stock at \$6.50 per share, putting the value of its Offering at approximately \$86 million.
6 The Registration Statement contained material false and misleading statements, omitted to state other facts
7 necessary to make the statements made not misleading, and was not prepared in accordance with the rules
8 and regulations governing its preparation.

9 59. In its disclosures in the Registration Statement and Prospectus, CytRx did not disclose at all
10 the illegal scheme detailed herein, and/or did not disclose the extent to which the Company had been
11 involved in the editing and writing of these articles. Instead, the Company completely omitted to inform the
12 investing public of its use of DreamTeam and MissionIR to pay purportedly independent analysts to write
13 laudatory articles to artificially inflate the price of CytRx common stock. Thus, the Company's disclosures
14 in the Registration Statement and Prospectus were deficient because they contained false statements and
15 material omissions of fact since the Company failed to disclose the illegal scheme with DreamTeam and
16 MissionIR as detailed herein.

17 60. The statements made in the Prospectus and Registration Statement were materially false and
18 misleading when made because the Company failed to disclose the following material facts: (1) that the
19 Company was paying DreamTeam to issue articles, coordinated with Company news releases, designed to
20 inflate the price of CytRx stock; (2) CytRx management directly edited and approved the DreamTeam
21 articles; (3) writers of the articles used false aliases; and (4) as a result of the foregoing, the Company's
22 Registration Statement was false and misleading at all relevant times.

23 **PLAINTIFF'S CLASS ACTION ALLEGATIONS**

24 61. Plaintiff brings this action as a class action on behalf of a Class, consisting of all those who
25 purchased CytRx's common stock pursuant or traceable to the Company's Offering and Registration
26 Statement and who were damaged thereby (the "Class"). Excluded from the Class are Defendants, the
27 officers and directors of the Company, at all relevant times, members of their immediate families and their
28

1 legal representatives, heirs, successors or assigns and any entity in which Defendants have or had a
2 controlling interest.

3 62. The members of the Class are so numerous that joinder of all members is impracticable.
4 While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained
5 through appropriate discovery, Plaintiff believes that there are thousands of members in the proposed Class.
6 The proposed Class may be identified from records maintained by CytRx or its transfer agent and may be
7 notified of the pendency of this action by mail, using the form of notice similar to that customarily used in
8 securities class actions.

9 63. Plaintiff's claims are typical of the claims of the members of the Class as all members of the
10 Class are similarly affected by Defendants' wrongful conduct.

11 64. Plaintiff will fairly and adequately protect the interests of the members of the Class and has
12 retained counsel competent and experienced in class and securities litigation.

13 65. Common questions of law and fact exist as to all members of the Class and predominate over
14 any questions solely affecting individual members of the Class. Among the questions of law and fact
15 common to the Class are:

- 16 a. whether the federal securities laws were violated by Defendants' acts as alleged
17 herein;
- 18 b. whether the Prospectus and Registration Statement contained materially false and
19 misleading statements and omissions; and
- 20 c. to what extent Plaintiff and members of the Class have sustained damages and the
21 proper measure of damages.

22 66. A class action is superior to all other available methods for the fair and efficient adjudication
23 of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by
24 individual Class members may be relatively small, the expense and burden of individual litigation make it
25 impossible for members of the Class to individually redress the wrongs done to them. There will be no
26 difficulty in the management of this action as a class action.

FIRST CLAIM
Violations of Section 11 of
the Securities Act Against All Defendants

67. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

68. This Claim is brought pursuant to § 11 of the Securities Act, 15 U.S.C. §77k, on behalf of the Class, against each of the Defendants.

69. The Registration Statement was inaccurate and misleading, contained untrue statements of material facts, and omitted facts necessary to make the statements made therein not misleading and omitted to state material facts required to be stated therein.

70. Defendant CytRx is the issuer of the securities purchased by Plaintiff and the Class. As such, CytRx is strictly liable for the materially inaccurate statements contained in the Registration Statement and the failure of the Registration Statement to be complete and accurate.

71. The Individual Defendants each signed the Registration Statement. The Individual Defendants each had a duty to make a reasonable and diligent investigation of the truthfulness and accuracy of the statements contained in the Registration Statement. They had a duty to ensure that they were true and accurate, that there were no omissions of material facts that would make the Registration Statement misleading and that the document contained all facts required to be stated therein. In the exercise of reasonable care, the Individual Defendants should have known of the material misstatements and omissions contained in the Registration Statement and also should have known of the omissions of material fact necessary to make the statements made therein not misleading. As such, the Individual Defendants are liable to Plaintiff and the Class.

72. The Underwriter Defendants each served as underwriters in connection with the Offering. These defendants each had a duty to make a reasonable and diligent investigation of the truthfulness and accuracy of the statements contained in the Registration Statement. They had a duty to ensure that they were true and accurate, that there were no omissions of material facts that would make the Registration Statement misleading and that the documents contained all facts required to be stated therein. In the exercise of reasonable care, the Underwriter Defendants should have known of the material misstatements and omissions contained in the Registration Statement and also should have known of the omissions of material

1 facts necessary to make the statements made therein not misleading. As such, the Underwriter Defendants
2 are liable to Plaintiff and the Class.

3 73. By reasons of the conduct herein alleged, each Defendant violated Section 11 of the
4 Securities Act.

5 74. Plaintiff acquired CytRx common stock in reliance on the Registration Statement and without
6 knowledge of the untruths and/or omissions alleged herein. Plaintiff sustained damages and the price of
7 CytRx's shares declined substantially due to material misstatements in the Registration Statement.

8 75. This action was brought within one year after the discovery of the untrue statements and
9 omissions and within three years of the date of the Offering.

10 76. By virtue of the foregoing, Plaintiff and the other members of the Class are entitled to
11 damages under §11 as measured by the provisions of §11(e), from the Defendants and each of them, jointly
12 and severally.

13 **SECOND CLAIM**
14 **Violations of Section 12(a)(2) of**
the Securities Act Against All Defendants

15 77. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth
16 herein.

17 78. Defendants were sellers and offerors and/or solicitors of purchasers of the CytRx securities
18 offered pursuant to the Offering. Defendants issued, caused to be issued, and signed the Registration
19 Statement in connection with the Offering. The Registration Statement was used to induce investors, such
20 as Plaintiff and the other members of the Class, to purchase CytRx securities.

21 79. The Registration Statement contained untrue statements of material facts, omitted to state
22 other facts necessary to make the statements made not misleading, and omitted material facts required to be
23 stated therein. Defendants' actions of solicitation included participating in the preparation of the false and
24 misleading Registration Statement.

25 80. As set forth more specifically above, the Registration Statement contained untrue statements
26 of material fact and omitted to state material facts necessary in order to make the statements, in light of
27 circumstances in which they were made, not misleading.

81. Plaintiff and the other Class members did not know, nor could they have known, of the untruths or omissions contained in the Registration Statement.

82. The Defendants were obligated to make a reasonable and diligent investigation of the statements contained in the Registration Statement to ensure that such statements were true and that there was no omission of material fact required to be stated in order to make the statements contained therein not misleading. None of the Defendants made a reasonable investigation or possessed reasonable grounds for the belief that the statements contained in the Registration Statement were accurate and complete in all material respects. Had they done so, these Defendants could have known of the material misstatements and omissions alleged herein.

83. This claim was brought within one year after discovery of the untrue statements and omissions in the Registration Statement and within three years after CytRx securities were sold to the Class in connection with the Offering.

THIRD CLAIM
For Violation of Section 15 of the Securities Act
Against the Individual Defendants

84. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

85. The Individual Defendants acted as controlling persons of CytRx within the meaning of §15 of the Securities Act. By reason of their ownership, senior management positions and/or directorships at the Company, as alleged above, these defendants, individually and acting pursuant to a common plan, had the power to influence and exercised the same to cause CytRx to engage in the conduct complained of herein. By reason of such conduct, the Individual Defendants are liable pursuant to §15 of the Securities Act.

86. By reason of such wrongful conduct, the Individual Defendants are liable pursuant to §15 of the Securities Act. As a direct and proximate result of the wrongful conduct, Class members suffered damages in connection with their purchases of the Company's securities.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

A. Declaring this action to be a proper class action pursuant and certifying Plaintiff as Class representative;

- 1 B. Awarding Plaintiff and other members of the Class compensatory damages;
2 C. Awarding Plaintiff and other members of the Class rescission on their §12(a)(2) claims;
3 D. Awarding Plaintiff and other members of the Class pre-judgment and post-judgment interest,
4 as well as reasonable attorneys' fees, expert witness fees, and other costs and disbursements; and
5 E. Awarding Plaintiff and other members of the Class any other relief as the Court may deem
6 just and proper.

7 **JURY TRIAL DEMANDED**

8 Plaintiff hereby demands a trial by jury.

9 DATED: April 3, 2014

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11 

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Counsel for Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (**Civil only**).

What Is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation, and settlement conference are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

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 less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

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.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if 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.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conference:

A settlement conference may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer 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. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

COURT ADR PROGRAMS

CIVIL:

- Arbitration (non-binding) (Code Civ. Proc. §§ 1141.10-1141.31, Cal. Rules of Court, rules 3.810-3.830, and Local Rules, rule 3.252 et seq.)
- Mediation (Code Civ. Proc. §§ 1775-1775.15, Cal. Rules of Court, rules 3.850-3.860, 3.865-3.872 and 3.890-3.898, Evid. Code §§ 1115-1128, and Local Rules, rule 3.252 et seq.)
 - Civil Harassment Mediation
 - Eminent Domain Mediation (Code Civ. Proc. §1250.420)
 - Small Claims Mediation
- Neutral Evaluation (Local Rules, rule 3.252 et seq.)
- Settlement Conference
 - Voluntary Settlement Conference (Local Rules, rule 3.252 et seq.)
 - Retired Judge Settlement Conference

FAMILY (non-custody):

- Arbitration (non-binding) (Fam. Code § 2554 and Local Rules, rule 5.18)
- Mediation (Local Rules, rule 5.18)
- Settlement Conference
 - Forensic Certified Public Accountant (CPA)
 - Spanish Speaking Settlement Conference

PROBATE:

- Mediation
- Settlement Conference

NEUTRAL SELECTION

Parties may select an arbitrator, mediator, or evaluator from the Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Panel, the ADR staff will assign on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

Party Select Panel The Party Select Panel consists of arbitrators, mediators, and evaluators who have achieved a specified level of experience in court-annexed cases. The parties (collectively) are charged \$150.00 per hour for the first three hours of hearing time. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

Random Select Panel The Random Select Panel consists of trained arbitrators, mediators, evaluators, and settlement officers who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that Random Select Panel neutrals provide three hours hearing time per case on a pro bono basis. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX	EMAIL
Antonovich	42011 4th St. West	1st Fl.	Lancaster, CA 93534	661-974-7275	661-945-8173	AntelopeADR@lasuperiorcourt.org
Chatsworth	9425 Penfield Ave.	3100	Chatsworth, CA 91311	818-576-8565	818-576-8733	ChatsworthADR@lasuperiorcourt.org
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	310-603-3072	310-223-0337	ComptonADR@lasuperiorcourt.org
Glendale	600 E. Broadway	273	Glendale, CA 91206	818-500-3160	818-548-5470	GlendaleADR@lasuperiorcourt.org
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	562-491-6272	562-437-3802	LongBeachADR@lasuperiorcourt.org
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	562-807-7243	562-462-9019	NorwalkADR@lasuperiorcourt.org
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	626-356-5685	626-666-1774	PasadenaADR@lasuperiorcourt.org
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	909-620-3183	909-629-6283	PomonaADR@lasuperiorcourt.org
San Pedro	505 S. Centre St.	209	San Pedro, CA 90731	310-519-6151	310-514-0314	SanPedroADR@lasuperiorcourt.org
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	310-260-1829	310-319-6130	SantaMonicaADR@lasuperiorcourt.org
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	213-974-5425	213-633-5115	CentralADR@lasuperiorcourt.org
Torrance	825 Maple Ave.	100	Torrance, CA 90503	310-222-1701	310-782-7326	TorranceADR@lasuperiorcourt.org
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	818-374-2337	818-902-2440	VanNuysADR@lasuperiorcourt.org

NAME, ADDRESS, TELEPHONE, FAX, and E-MAIL:	STATE BAR NUMBER:	<i>Reserved for Clerk's File Stamp</i>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties in the above-titled action stipulate to participate in the Alternative Dispute Resolution (ADR) process checked below:

- | | |
|--|--|
| <input type="checkbox"/> Mediation | <input type="checkbox"/> Neutral Evaluation |
| <input type="checkbox"/> Arbitration (non-binding) | <input type="checkbox"/> Settlement Conference |
| <input type="checkbox"/> Arbitration (binding) | <input type="checkbox"/> Other ADR Process (describe): _____ |

Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney

☐ Number of additional pages attached to this document: _____

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS**

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

ALTERNATIVE DISPUTE RESOLUTION (ADR) DEPARTMENT

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act (DRPA) to provide information about the availability of local dispute resolution programs funded under DRPA. For more information regarding these programs, contact the Los Angeles County Department of Community and Senior Services Contracts Administration Office at 213-738-2621. The following is a list of the local dispute resolution programs funded in Los Angeles County.

Superior Court of California, County of Los Angeles, ADR Office 213-974-5425
www.lasuperiorcourt.org/ADR

**STAFF AND VOLUNTEERS OF THE FOLLOWING AGENCIES ARE NOT EMPLOYEES OF THE
SUPERIOR COURT:**

Asian-Pacific American Dispute Resolution Center 213-250-8190 www.apadrc.org

California Academy of Mediation Professionals 818-377-7250 www.campmediation.org

California Lawyers for the Arts, Arbitration, and Mediation Service 310-998-5590
www.calawyersforthearts.org

Center for Civic Mediation 877-473-7658 213-896-6533 www.centerforcivicmediation.org

Center for Conflict Resolution 818-705-1090 www.ccr4peace.org

Centinela Youth Services, City of Hawthorne 310-970-7702 www.cys.la.org

Inland Valleys Justice Center 877-832-9325 www.ivjc.org

Korean American Coalition 4.29 Dispute Resolution Center 213-365-5999 www.kacla.org

Los Angeles County Department of Consumer Affairs, Dispute Settlement Services 213-974-0825
www.dca.lacounty.gov

Loyola Law School, The Center for Conflict Resolution 213-736-1145 www.lls.edu/ccr

Norwalk Dispute Resolution Program 562-929-5603 www.ci.norwalk.ca.us/socialservices2.asp

Office of the Los Angeles City Attorney, Dispute Resolution Program 213-485-8324
www.atty.lacity.org/mediate

**THE PROGRAMS LISTED ABOVE DO NOT OFFER LEGAL ADVICE OR HELP YOU
RESPOND TO A SUMMONS; HOWEVER, THEY MAY ASSIST IN RESOLVING YOUR
PROBLEM THROUGH MEDIATION.**

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

SHORT TITLE:

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

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

The following parties stipulate:

Date:

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Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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

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

The parties agree that:

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

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:

CASE NUMBER:

The following parties stipulate:

Date:

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Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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

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

The parties agree that:

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

SHORT TITLE:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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

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