



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-13-531307

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COMPLAINT

LISA DESHAWN CRAFT VS. SAKS INCORPORATED et al

001C04051237

Instructions:

Please place this sheet on top of the document to be scanned.

Rae Lovko, Esq. (State Bar No. 208855)
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Attorneys for Plaintiffs

FILED
San Francisco County Superior Court

MAY 10 2013

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO-COURT OF UNLIMITED JURISDICTION

LISA DESHAWN CRAFT,

Plaintiff,

vs.

SAKS INCORPORATED individually and dba
SAKS FIFTH AVENUE; SCCA STORE
HOLDINGS individually and dba SAKS
FIFTH AVENUE; KIM KONAMI; AIDA
BEISHEBAEVA; and DOES 1-10,

Defendants.

) Case No.: **CGC-13-531307**
)
) **COMPLAINT FOR DAMAGES AND**
) **DEMAND FOR JURY TRIAL**
) Breach of Implied Covenant of Good Faith and
Fair Dealing, Wrongful Termination in
Violation of Public Policy, Retaliatory
) Termination in Violation of the California Fair
and Equal Housing Act (Cal. Govt Code §§
12900 et al.), Hostile Work Environment
) Harassment Based On Race and National
) Origin in Violation of the California Fair and
Equal Housing Act (Cal. Govt Code §§ 12900
et al.), Intentional Tort Battery, Intentional
) Infliction of Emotional Distress

COMES NOW Plaintiff LISA DESHAWN CRAFT, who complains of Defendants, DOES
1-10, and each of them, and for causes of action alleges, based on information and belief, as follows:

PARTIES AND VENUE

1. The incidents herein complained of occurred in the City and County of San Francisco,
State of California.

2. At all times herein mentioned, Plaintiff LISA DESHAWN CRAFT was, and continues to
be, an individual residing in the City of Oakland, County of Alameda, State of California.

1 3. At all times herein mentioned, Plaintiff LISA DESHAWN CRAFT's employment with
2 SAKS INCORPORATED and/or SAKS INCORPORATED dba SAKS FIFTH AVENUE and/or
3 SCCA STORE HOLDINGS dba SAKS FIFTH AVENUE (hereafter "SAKS") involved work
4 performed at the Saks Fifth Avenue Store at 384 Post Street in the City and County of San Francisco,
5 State of California.

6 4. At all times herein mentioned, Defendant SAKS was and is an entity authorized to do
7 business and doing business in the City and County of San Francisco, State of California.

8 5. At all times herein mentioned, Defendants KIM KONAMI and AIDA BEISHEBAEVA
9 were employed by SAKS and worked at the Saks Fifth Avenue Store at 384 Post Street in the City
10 and County of San Francisco, State of California.

11 6. Plaintiff is ignorant of the true names and capacities, whether corporate, associate,
12 successor, predecessor, individual or otherwise of Defendants sued herein as DOES 1-10 inclusive
13 and therefore sues said Defendants, and each of them, by such fictitious names. Plaintiff will seek
14 leave of court to amend this Complaint to assert the true names and capacities of these fictitiously
15 named Defendants when ascertained. Each Defendant designated as DOES herein are legally
16 responsible for the events, happenings, acts, occurrences, indebtedness, damages, and liabilities
17 hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff.

18 7. At all times mentioned herein, Defendants, including DOES 1-10, were the agent,
19 representative, employees, and/or co-conspirator of each other and were at all times acting within the
20 scope of such agency and employment. All acts or omission alleged herein were duly committed
21 with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each
22 Defendant, including DOES 1-10.

23 **FACTS APPLICABLE TO ALL CAUSES OF ACTION**

24 8. Plaintiff LISA DESHAWN CRAFT is an African-American female.

25 9. From approximately 1989 through 2008, Plaintiff lived in Europe, where she acquired a
26 British accent.

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1 10. Plaintiff worked for SAKS from approximately October 31, 2011 through June 18, 2012
2 as a sales associate in its women's shoe department at the Saks Fifth Avenue store in San Francisco,
3 California.

4 11. Plaintiff's personnel file contains several letters from customers who communicated with
5 SAKS about the wonderful service they received from Plaintiff.

6 12. Plaintiff's personnel file contains performance reviews, each of which rated Plaintiff
7 overall as exceeding expectation.

8 13. While employed by SAKS, Plaintiff experienced a hostile work environment and was
9 regularly harassed by colleagues. Plaintiff is informed and believes that this environment and
10 harassment occurred, in whole or in part, because of her perceived race and nationality.

11 14. SAKS employees, including but not limited to Defendant AIDA BEISHEBAEVA, cursed
12 Plaintiff, ridiculed her, and threatened her.

13 15. SAKS employees regularly used profanity in speaking to and about each other.

14 16. Plaintiff LISA DESHAWN CRAFT spoke to her superiors, including KIM KONAMI
15 and Linda Felts about the hostile work environment and harassment; however, they did not put an end
16 to the wrongful conduct.

17 17. On or about April 13, 2012, at approximately 6:30 p.m., Plaintiff was looking for a pair
18 of shoes in the storeroom when Defendant AIDA BEISHEBAEVA pushed a rolling shelf of shoes
19 onto Plaintiff, striking her, and causing injury to Plaintiff's back, leg, and foot.

20 18. On or about April 14, 2012, Plaintiff informed her supervisor about AIDA
21 BEISHEBAEVA's conduct and the resulting injury.

22 19. Plaintiff also complained to SAKS that the rolling shelves were unsafe.

23 20. When Plaintiff advised Defendant KIM KONAMI, her immediate supervisor, of the
24 incident, KIM KONAMI did not have Plaintiff fill out a medical form nor did she inform anyone
25 associated with SAKS' Human Resources about the battery.

26 21. Plaintiff returned to work after the attack but experienced considerable pain associated
27 with her injuries. When this pain continued and increased, she went to the Emergency Room at
28 Summit Medical Center.

1 22. On or about April 25, 2012, Plaintiff was placed on medical leave.

2 23. In May of 2012, Plaintiff demanded that she be allowed to fill out a SAKS' incident
3 report.

4 24. Plaintiff also filed a complaint with law enforcement regarding Defendant AIDA
5 BEISHEBAEVA's assault and battery. When SAKS discovered that she had taken such action, they
6 told her that this action was not appropriate.

7 25. On or about May 22, 2012, Defendant SAKS filed a State of California Form 5020,
8 Employer's Report of Occupational Injury or Illness.

9 26. In May of 2012, SAKS became aware that Plaintiff was pursuing workers compensation
10 benefits.

11 27. On or about June 13, 2012, SAKS became aware that Plaintiff had retained an attorney to
12 assist with workers compensation benefits.

13 28. On or about June 18, 2012, during a telephone call with Patricia Creese, Plaintiff was
14 notified that her employment with Defendant SAKS was being terminated. The stated reason for the
15 termination was Plaintiff's "conduct/language." SAKS alleged that, on June 6, 2012, Plaintiff had
16 used improper language when talking to a representative of SAKS's workers' compensation claims
17 provider, Sedgwick Claims Management Services.

18 29. SAKS' stated reason for terminating LISA DESHWAN CRAFT was pretextual.

19 30. Even if any of SAKS' allegations were true, SAKS employees, similarly situated to
20 Plaintiff, engaged in comparable (or worse) "conduct/language."

21 31. SAKS failed to conduct adequate investigations into the nature and substance of
22 allegations made against Plaintiff, as well as Plaintiff's concerns that she was working in a hostile
23 work environment and being subject to harassment.

24 32. SAKS fails to conduct adequate investigations into the nature and substance of AIDA
25 BEISHEBAEVA's assault and battery upon Plaintiff, the injuries sustained by Plaintiff as a result of
26 being struck by the rolling shelves, and the safety (or lack thereof) of the rolling shelves.

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28 //

1 33. Plaintiff's termination was in retaliation for her pursuit of her legal rights, to wit,
2 based upon her disability and pursuit of workers compensation and disability benefits, based upon her
3 complaints to human resources, and based upon her filing a report with the police.

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 34. On or about July 4, 2012, Plaintiff filed charges with the Equal Employment Opportunity
6 Commission and the Department of Fair and Equal Housing (hereinafter "DFEH") alleging that she
7 had been discriminated against while employed by SAKS based upon her race and disability. She
8 subsequently amended the charges, noting her belief that she had been "discriminated against,
9 harassed, retaliated against, and wrongfully terminated based upon her race, color, and perceived
10 nationality, based upon her disability and pursuit of workers compensation and disability benefits,
11 and based upon her complaints to human resources and law enforcement. . ."

12 35. The DFEH issued Plaintiff a right to sue letter on April 12, 2013, which is attached hereto
13 as Exhibit "A".

14 36. The EEOC issued Plaintiff a right to sue letter on April 30, 2013, which is attached hereto
15 as Exhibit "B".

16 **FIRST CAUSE OF ACTION**

17 (Breach of Implied Covenant of Good Faith and Fair Dealing –

18 As to All Defendants and Does Excepting KIM KONAMI and AIDA BEISHEBAEVA)

19 37. Plaintiff incorporates by reference all of the preceding paragraphs as though fully set
20 forth herein.

21 38. Into the employment relationship between Plaintiff and Defendants, the laws of the State
22 of California imply a covenant of good faith and fair dealing which required the following:

23 a. That each party in the relationship act with good faith toward the other concerning all
24 matters relating to the employment;

25 b. That each party in the relationship act with fairness towards the other concerning all
26 matters relating to the employment;

27 c. That either party take no action to unfairly prevent the other from obtaining the benefits of
28 the employment relationship;

- 1 d. That Defendants treat similarly situated employees in a similar manner;
- 2 e. That Defendants comply with its own representations, rules, policies, and procedures in
- 3 dealing with Plaintiff;
- 4 f. That Defendants not terminate Plaintiff without fair and honest cause, regulated by good
- 5 faith on said Defendants' part;
- 6 g. That Defendants follow the law and public policy of the State of California;
- 7 h. That Defendants continue Plaintiff's employment for so long as he continued to carry out
- 8 his duties in a competent and proper manner;
- 9 i. That Plaintiff's employment performance would not be evaluated by Defendants in an
- 10 arbitrary, untrue, or capricious manner;
- 11 j. That Defendants would not demote, terminate, reassign, or otherwise discipline Plaintiff
- 12 except for good cause and with notice and opportunity to improve;
- 13 k. That Defendants would provide Plaintiff with the support necessary for him to properly
- 14 carry out his responsibilities and duties.

15 39. This implied covenant of good faith and fair dealing was further established, both directly

16 and through implication, by way of Defendants' written policies, procedures, and oral

17 communications.

18 40. At all times mentioned herein, SAKS' policies contained provisions regarding

19 discrimination, harassment, and employee conduct.

20 41. Defendants' policies and procedures established a system of progressive discipline to be

21 utilized for all employees.

22 42. Defendants' conduct and the termination of Plaintiff was unfair, in bad faith, and in

23 violation of the covenant of good faith and fair dealing, as elucidated in Defendants' own policies.

24 43. Defendants did not treat Plaintiff similarly to those in comparable employment with

25 SAKS.

26 44. Defendants' actions were a substantial factor in causing damage and injury to Plaintiff.

27 //

28 //

45. As a result of Defendants' actions, Plaintiff has lost and continues to lose income and benefits and has suffered other incidental and consequential damages and expenses in an amount according to proof at the time of trial.

WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

SECOND CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy –

As to All Defendants and Does Excepting KIM KONAMI and AIDA BEISHEBAEVA)

46. Plaintiff incorporates by reference all of the preceding paragraphs as though fully set forth herein.

47. At all times mentioned herein, the California Fair Employment and Housing Act (hereinafter "FEHA") was in full force and effect and binding upon Defendants. FEHA and other applicable provisions of California law, including but not limited to Article I, Section 8 of the California Constitution, prohibit employers from discriminating against employees on account of race or national origin, or in retaliation for contacting the police, filing a workers' compensation claim, or for hiring an attorney to assist in the pursuit of a workers' compensation claim.

48. Defendants' actions constituted a violation of the State's public policy in that Plaintiff was discriminated against based upon race and national origin, in retaliation for contacting the San Francisco Police Department, and in retaliation for filing a workers' compensation claim and hiring an attorney to assist Plaintiff in pursuing that claim.

49. Defendants' actions were a substantial factor in causing damage and injury to Plaintiff.

50. As a result of Defendants' actions, Plaintiff has lost and continues to lose income and benefits and has suffered other incidental and consequential damages and expenses in an amount according to proof at the time of trial.

51. As a result of Defendants' actions, Plaintiff has sustained pain and suffering, including mental anguish.

52. Defendants' actions were oppressive and malicious within the meaning of Civil Code § 3294 in that it was despicable conduct that subjected Plaintiffs to cruel and unjust hardship in willful and conscious disregard of Plaintiffs' rights.

1 WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

2 **THIRD CAUSE OF ACTION**

3 (Retaliatory Termination in Violation of the California Fair and Equal Housing
4 Act – As to All Defendants and Does except KIM KOMANI and AIDA BEISHEBAEVA)

5 53. Plaintiff incorporates by reference all of the preceding paragraphs as though fully set
6 forth herein.

7 54. A motivating factor in Plaintiff's termination was the fact that she filed a workers'
8 compensation claim and hired an attorney to pursue that claim, both of which she had a protected
9 right to do.

10 55. A motivating factor in Plaintiff's termination was the fact that she contacted SAKS'
11 human resources and the police to report AIDA BEISHEBAEVA's assault and battery, both of which
12 she had a protected right to do.

13 56. Defendants' actions were a substantial factor in causing damage and injury to Plaintiff.

14 57. As a result of Defendants' actions, Plaintiff has lost and continues to lose income and
15 benefits, and has suffered other incidental and consequential damage and expense in an amount
16 according to proof at the time of trial.

17 59. As a result of Defendants' actions, Plaintiff has sustained pain and suffering, including
18 mental anguish.

19 60. Defendants' actions were oppressive and malicious within the meaning of Civil Code §
20 3294 in that it was despicable conduct that subjected Plaintiffs to cruel and unjust hardship in willful
21 and conscious disregard of Plaintiffs' rights.

22 WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

23 **FOURTH CAUSE OF ACTION**

24 (Hostile Work Environment Harassment Based On Race and National Origin in Violation of the
25 California Fair and Equal Housing Act – As to All Defendants and Does
26 Excepting AIDA BEISHEBAEVA)

27 61. Plaintiff incorporates by reference all of the preceding paragraphs as though fully set
28 forth herein.

74. At the time of Defendant's BEISHEBAEVA's act, she was acting within the scope of her employment with Defendant SAKS and acting, in part, upon a competitive environment fostered by Defendant SAKS, and acting upon animosities known to Defendant BEISHEBAEVA's supervisors.

75. As a consequence and result of Defendants' actions, Plaintiff suffered actual damage.

76. As a consequence and result of Defendants' actions, Plaintiff suffered grievous bodily harm.

77. As a consequence and result of Defendants' actions, Plaintiff suffered pain and suffering, including mental anguish.

78. Defendant's actions were oppressive and malicious within the meaning of Civil Code §3294 in that it was despicable conduct that subjected Decedent to cruel and unjust hardship in willful and conscious disregard of her rights and safety. Defendants' conduct was done knowingly, intentionally, willfully, and/or with malicious intent.

79. As a result of Defendants' actions, Plaintiff has lost and continues to lose income and benefits, and has suffered other incidental and consequential damage and expense in an amount according to proof at the time of trial.

WHEREFORE, Plaintiff prays for judgment as hereinafter set forth...

SIXTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress – As to All Defendants and Does)

80. Plaintiff incorporates by reference all of the preceding paragraphs as though fully set forth herein.

81. Defendants' conduct was so extreme as to go beyond all possible bounds of decency.

82. Defendants' conduct was done knowingly, intentionally, willfully, and/or with a reckless disregard of the probability of causing Plaintiffs emotional distress.

83. As a result of Defendants' conduct, Plaintiff was caused to suffer severe and endure emotional distress.

84. As a result of Defendants' actions, Plaintiff has lost and continues to lose income and benefits, and has suffered other incidental and consequential damage and expense in an amount according to proof at the time of trial.

1 85. Defendants' actions were oppressive and malicious within the meaning of Civil Code §
2 3294 in that it was despicable conduct that subjected Plaintiffs to cruel and unjust hardship in willful
3 and conscious disregard of Plaintiffs' rights.

4 WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

5 **PRAYERS FOR RELIEF**

6 WHEREFORE Plaintiff prays for judgment against all Defendants, Does 1 through 10, and
7 each of them, as follows:

8 1. For general damages in excess of the minimum jurisdictional amount of the Superior
9 Court (Unlimited Jurisdiction).

10 2. For special damages according to proof.

11 3. For punitive damages.

12 6. For attorney's fees pursuant to the California Fair Employment and Housing Act and
13 other applicable statutes.

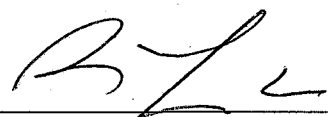
14 7. For cost of suit incurred herein.

15 8. For prejudgment interest as provided by law.

16 9. For further relief as this Court deems just and proper.

17 DATED: 5/9/13

LOVKO & KING

18 
19 _____
20 Rae Lovko
21 Attorneys for Plaintiff
22
23
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SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SAKS INCORPORATED individually and dba SAKS FIFTH AVENUE; SCCA STORE HOLDINGS individually and dba SAKS FIFTH AVENUE; KIM KONAMI; AIDA BEISHEBAEVA; and DOES 1-10,

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

LISA DESHAWN CRAFT

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is: **SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO**
(El nombre y dirección de la corte es): **400 McALLISTER ST., SAN FRANCISCO, CA 94102**

CASE NUMBER:
(Número del Caso): **CC-13-531307**

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):

DATE: **MAY 10 2013** **CLERK OF THE COURT** Clerk, by **Keith D. Tom**, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

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

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (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):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Rae Lovko, SBN 208855 Lovko & King 1061 Eastshore Highway, Ste 206, Berkely, CA 94710 TELEPHONE NO: 510 859 7377 FAX NO: 888 855 9485 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY FILED San Francisco County Superior Court MAY 10 2013 CLERK OF THE COURT BY: <u>[Signature]</u> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		CASE NUMBER: CGC-13-531307 JUDGE: DEPT:	
CASE NAME: LISA DESHAWN CRAFT V. SAKS INCORPORATED 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)	

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☒ Wrongful termination (36) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): SIX
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: 5/9/13

RAE LOVKO

(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.

Page 1 of 2

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Rae Lovko, SBN 208855 Rob Connallon, SBN 264515 Lovko & King 1061 Eastshore Highway, Suite 206 Berkeley, CA 94710 TELEPHONE NO.: (510) 859-7377 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff LISA DESHAWN CRAFT	FOR COURT USE ONLY FILED <i>San Francisco County Superior Court</i> AUG 15 2014 CLERK OF THE COURT BY: <u><i>[Signature]</i></u> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister St MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center	
PLAINTIFF/PETITIONER: Lisa Deshawn Craft DEFENDANT/RESPONDENT: SCCA Store Holdings, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: CGC-13-531307
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) ☒ With prejudice (2) ☐ Without prejudice
- b. (1) ☐ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed by (name):
- (4) ☐ Cross-complaint filed by (name):
- (5) ☒ Entire action of all parties and all causes of action
- (6) ☐ Other (specify):*

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court ☐ did ☐ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: August 14, 2014

Rae Lovko

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
- ☐ Cross-Complainant

TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(SIGNATURE)

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
- ☐ Cross-Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):
5. ☐ Dismissal entered on (date): as to only (name):
6. ☐ Dismissal not entered as requested for the following reasons (specify):
7. a. ☐ Attorney or party without attorney notified on (date):
- b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
- ☐ a copy to be conformed ☐ means to return conformed copy

Date:

Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: Lisa Deshawn Craft
 DEFENDANT/RESPONDENT: Saks Fifth Avenue, et al.

CASE NUMBER:
 CGC-13-531307

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name):
2. The person named in item 1 is (check one below):
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

 (SIGNATURE)

