### SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

KEYPOINT CREDIT UNION and DOES ONE-TEN

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

MEGG R. DAVIS and COLIN PIOTROWSKI, on behalf of themselves and all others similarly situated

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

ENDORSED FILED ALAMEDA COUNTY

> MAY 7 2009

**CLERK OF THE SUPERIOR COURT** By Darathy L. Lee Deputy

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.

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.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Sí 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.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is: (El nombre y dirección de la corte es):

Alameda Superior Court

ASE NUMBER: 451050

1225 Fallon Street, Room	109, Oakland, CA 94612			
	ne number of plaintiff's attorney, o ero de teléfono del abogado del d r Rights Advocates			
2001 Center Street, Fourth	Floor, Berkeley, CA 94704	DORO	THY L. LEE	
DATE: MAY - 7 2009 (Fecha)	PATS. SWEETEN	Clerk, by(Secretario)	48.	, Deputy (Adjunto)
(Para prueba de entrega de esta	nons, use Proof of Service of Sum citatión use el formulario Proof of NOTICE TO THE PERSON SERV  1 as an individual defendar  2 as the person sued unde	Service of Summons, (POS-01/ED: You are served		7
	under: CCP 416.10 (cor	eypoint Credit Union and rporation) funct corporation) sociation or partnership)	Does One-Ten CCP 416.60 (minor) CCP 416.70 (conservatee CCP 416.90 (authorized p	,
	by personal delivery on (	date):		Page 1 of 1

DISABILITY RIGHTS ADVOCATES

2001 Center Street, Third Floor

Berkeley, CA 94704-1204

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DISABILITY RIGHTS ADVOCATES

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#### INTRODUCTION

This class action seeks to end systemic civil rights violations committed by 1. defendant KeyPoint Credit Union (KeyPoint) against the deaf in California. KeyPoint is denying deaf Californians equal access to the financial services, products, and information KeyPoint provides its non-disabled customers through telephone communications. KeyPoint repeatedly has refused and continues to refuse to accept telephone relay service calls from deaf customers and potential customers. KeyPoint thus excludes the deaf from full and equal participation in the wide array of financial services and products it offers to other Californians.

#### JURISDICTION

- This is a civil action under the Unruh Civil Rights Act (Civ. Code, § 51), the 2. Disabled Persons Act (Civ. Code, §§ 54, 54.1), section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. § 794(a)), and Government Code section 11135. This Court has jurisdiction over the California claims alleged herein pursuant to California Civil Code §§ 51, et seq., §§ 54 et seq., and California Government Code §§ 11135, et seq., and concurrent jurisdiction over the federal claim pursuant to 29 U.S.C. §§ 794 et seq.
- This Court has jurisdiction over KeyPoint because KeyPoint is a credit union 3. chartered by the State of California, authorized to do business in California, and conducting substantial business in California. KeyPoint owns, maintains, and operates branches throughout California and in Alameda County.

#### VENUE

Venue is proper in Alameda County under Code of Civil Procedure sections 395 4. and 395.5 because injury occurred and liability arose in Alameda County, and Defendants offered and/or provided services, loans, or extensions of credit to residents of Alameda County, including Plaintiffs. KeyPoint has been and is committing the acts alleged herein in Alameda County, has been and is violating the rights of consumers in Alameda County, and has been and is causing injury to consumers in Alameda County. Plaintiffs bring suit in the Oakland division of Alameda County.

- 6. Plaintiff Megg R. Davis is a California citizen and resides in Alameda County. She has experienced injury in Alameda County as a result of KeyPoint's refusal to engage in financial services with her through TRS calls.
- 7. Plaintiff Colin Piotrowski is a California citizen and resides in Alameda County. He has experienced injury in Alameda County as a result of KeyPoint's refusal to accept TRS calls and to provide him information about its financial services.

#### **PARTIES**

- 8. Plaintiff Davis is deaf and resides in Alameda County.
- 9. After Davis purchased a new automobile in Alameda County, the automobile dealer assigned her retail sale installment sale contract to KeyPoint.
- Davis has repeatedly attempted to communicate with KeyPoint by TRS calls, and KeyPoint has consistently and repeatedly refused to provide financial services and information to Davis through TRS, although KeyPoint will provide such services and information by telephone directly with non-disabled customers.
- 11. Davis seeks access to the services, financial products, and information provided by KeyPoint in California.
  - 12. Plaintiff Piotrowski is deaf and resides in Alameda County.
- 13. Piotrowski has attempted to communicate with KeyPoint by TRS calls, and KeyPoint has refused to provide financial services and information to Piotrowski through TRS, although KeyPoint will provide such services and information by telephone directly with non-disabled customers.
- 14. Piotrowski seeks access to the services, financial products, and information provided by KeyPoint in California.
  - 15. Defendant KeyPoint is a state-chartered credit union.

(510) 665-8644

- 16. Defendant owns, operates, and/or maintains physical branches known as KeyPoint. There are currently eleven KeyPoint branches in California, including at least one such branch in Alameda County, which provide to the public important financial services, products, and information regarding checking and savings accounts, credit cards, personal loans, automobile loans, insurance, and residential mortgages. KeyPoint engages in many of its financial services and provides information about its products over the telephone with non-disabled customers.
- 17. KeyPoint is a public accommodation and business establishment offering products, services, and information to customers in California.
- 18. The true names and capacities of DOES ONE through TEN are unknown to Plaintiffs, and Plaintiffs will seek leave of court to amend this complaint to allege such names and capacities as soon as they are ascertained. Plaintiffs allege that DOES ONE through TEN have participated in the discriminatory conduct at issue in this case and thereby share in the liability for such discrimination. All references to Defendants shall mean and refer to KeyPoint and DOES ONE through TEN.

#### CLASS ACTION ALLEGATIONS

- 19. This action is brought on behalf of the named Plaintiffs and on behalf of all persons similarly situated. The class that these Plaintiffs represent is composed of all deaf individuals, hard-of-hearing individuals, and/or those with speech or other communication disabilities in the state of California who have been and/or are being denied full and equal access to KeyPoint's services, products, and information due to KeyPoint's practice and policy of refusing to provide financial services and information to disabled persons through TRS calls (these individuals will hereafter be referred to as "class members").
- 20. The persons in the class are so numerous that joinder of all such persons is impractical and the disposition of their claims in a class action is a benefit to the parties and to the Court.
- 21. There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented in that all class members have been and/or are

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being denied their civil rights to full and equal access to, and use and enjoyment of, KeyPoint's services, products, and/or information due to the inability to transact financial services with and obtain information from KeyPoint by TRS calls as required by law for persons with disabilities.

- Common questions of law and fact predominate. 22.
- The claims of the named Plaintiffs are typical of those of the class and Plaintiffs 23. will fairly and adequately represent the interests of the class.
- References to Plaintiffs shall be deemed to include the named Plaintiffs and each 24. member of the class, unless otherwise indicated.

#### FACTS

- Title IV of the Americans with Disabilities Act of 1990 (ADA) requires common 25. carriers providing interstate and intrastate telecommunication services to provide deaf individuals with telephone services that are functionally equivalent to those provided to hearing individuals. (47 U.S.C. § 225.)
- The ADA defines "telecommunications relay services" (TRS) as "telephone 26. transmission services that provide the ability for an individual who has a hearing impairment or speech impairment to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing impairment or speech impairment to communicate using voice communication services by wire or radio." (47 U.S.C. § 225, subd. (a)(3).)
- 27. An IP relay service (IP relay) allows individuals with hearing and/or speech disabilities to place calls using the internet. In this form of TRS, the relay user types what he or she would like to say and transmits that text over the internet to a communications assistant. The communications assistant then reads the text and speaks those words verbatim to the listener on the other end of the call. Next, the communications assistant types the non-disabled person's response back to the disabled caller. Through this means, the disabled person is able to communicate by phone with non-disabled individuals.
- 28. A video relay service (VRS) allows persons with hearing and/or speech disabilities to place calls using the internet and a webcam or other video device. With VRS, the

user communicates with sign language to a communications assistant, who then speaks the words verbatim to the listener. The communications assistant then signs the non-disabled person's response back to the disabled caller. Through this means, the disabled person is able to communicate by phone with non-disabled individuals.

- 29. On or about December 3, 2007, Plaintiff Davis purchased a new automobile from a dealer in Fremont, California, pursuant to a retail installment sale contract.
- 30. This form contract includes standard provisions pursuant to which the dealer lends a portion of the purchase price to the buyer, and the buyer agrees to repay the loan in monthly installments with interest.
  - 31. The contract is assignable by the dealer.
  - 32. The dealer assigned the retail installment sale contract to Defendant KeyPoint.
- 33. Plaintiff Davis has never been a member of KeyPoint and never had done business with KeyPoint before.
- 34. Plaintiff Davis is deaf and thus substantially limited in the major life activities of hearing and speaking.
  - 35. Davis is not able to communicate using an ordinary voice telephone.
- 36. Davis uses TRS calls to communicate with people who communicate by telephone.
- 37. KeyPoint provides "24/7 On-Call Telephone Service" at 1-888-255-3637, where customers can call to speak with a live customer service representative and engage in financial transactions or obtain information about KeyPoint's products and services.
- 38. On or about December 11, 2007, Davis called KeyPoint using IP relay to obtain technical assistance because she was having difficulty making her car payment online via the internet.
- 39. Before Davis was able to identify herself, the KeyPoint customer service representative who answered the call stated that KeyPoint policy did not authorize the acceptance of any telephone relay calls.

40.	The KeyPoint representative stated that in order to obtain service from a KeyPoin
representative,	Davis must physically go to a branch and present two forms of identification.

- 41. After Davis requested to speak to a supervisor, a different KeyPoint representative stated to Davis that KeyPoint does not accept telephone relay calls because of security concerns.
- 42. Davis subsequently has attempted to contact KeyPoint on several occasions via telephone relay calls, but each time her calls were refused by KeyPoint representatives.
- 43. Thus, whereas customers without disabilities can obtain information and services from KeyPoint by voice telephone, Davis has been precluded from obtaining information about or arranging for the refinancing of her automobile loan, for example, via TRS calls.
- 44. Plaintiff Piotrowski is deaf and thus substantially limited in the major life activities of hearing and speaking.
  - 45. Piotrowski is not able to communicate using an ordinary voice telephone.
- 46. Piotrowski uses TRS calls to communicate with people who communicate by telephone.
- 47. On or about January 23, 2009, Piotrowski made a VRS call to KeyPoint to inquire about opening an account.
- 48. The customer service representative stated to Piotrowski that KeyPoint's policy is not to accept telephone relay calls.
- 49. When Piotrowski asked to speak with a supervisor, another representative explained that the KeyPoint's policy is not to accept telephone relay calls, and she therefore had to follow this policy and could not accept his call.
- 50. Piotrowski instead was invited to visit a KeyPoint branch physically to obtain information about opening an account.
- 51. Thus, whereas hearing individuals may communicate with KeyPoint and obtain information about and engage in financial services by telephone, Piotrowski has been precluded from obtaining such information and engaging in such services through TRS calls.
- 52. Acting on behalf of Plaintiff Davis, an attorney with the National Association of the Deaf discussed the issues raised in this complaint with representatives of KeyPoint and sent

three demand letters to KeyPoint requesting that it revise its policies and procedures to communicate with deaf customers through TRS calls. KeyPoint has not changed its policies or procedures to do so, and did not respond at all to the third demand letter.

53. Piotrowski subsequently sent his own demand letter to KeyPoint, similarly asking that it revise its policy to communicate with deaf customers through TRS calls. KeyPoint did not respond to the letter.

#### FIRST CAUSE OF ACTION

(Violation of Civil Code Section 51 – Unruh Civil Rights Act)

- 54. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.
- 55. Civil Code section 51 (the Unruh Civil Rights Act) guarantees equal access for people with disabilities to the accommodations, advantages, facilities, privileges, and services of all business establishments of any kind whatsoever.
- 56. KeyPoint is a "business establishment" within the meaning of Civil Code section 51.
- 57. Each KeyPoint branch also is a "business establishment" within the meaning of Civil Code section 51.
- 58. Customers and potential customers of KeyPoint who are class members have been denied full and equal access to KeyPoint, have not been provided services and information that are provided to other customers who are not disabled, and/or have been provided services and information that are inferior to those provided to non-disabled customers.
- 59. KeyPoint denies class members the services and information KeyPoint representatives provide other customers by voice telephone.
- 60. Financial services and information provided by KeyPoint customer service representatives by ordinary voice telephone are services and information provided by and integrated with these brick-and-mortar branches.

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61.	These services and information are inaccessible to class members. This
inaccessibility	denies class members access to the facilities, services, and information available
via voice teler	phone.

- KeyPoint is thus discriminating against Plaintiffs in violation of the Unruh Civil 62. Rights Act because the services and information it offers by voice telephone are inaccessible.
- The actions of Defendants were and are in violation of the Unruh Civil Rights 63. Act, and therefore Plaintiffs are entitled to injunctive relief remedying the discrimination.
- Plaintiffs are also entitled to statutory damages pursuant to Civil Code section 52 64. for each and every offense.
- 65. Plaintiffs are also entitled to reasonable attorneys' fees and costs pursuant to Civil Code section 52, subdivision (a).

WHEREFORE, Plaintiffs request relief as set forth below.

#### SECOND CAUSE OF ACTION

(Violation of Civil Code Sections 54 and 54.1 – Disabled Persons Act)

- Plaintiffs incorporate by reference each of the preceding allegations as if fully set 66. forth herein.
- Civil Code sections 54 and 54.1 (the Disabled Persons Act) guarantee full and 67. equal access for people with disabilities to all accommodations, advantages, and facilities, including "telephone facilities".
- The Public Utilities Commission has approved telecommunications relay services 68. to be used by individuals with disabilities as set forth in Public Utilities Code section 2881 et seq.
- KeyPoint voice telephone services constitute accommodations, advantages, 69. facilities, and telephone facilities within the meaning of Civil Code sections 54.1 and 54.3.
- KeyPoint is violating the right of class members to full and equal access to 70. accommodations, advantages, facilities, and telephone facilities by refusing to provide financial services and information to disabled customers who use TRS calls.

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- KeyPoint is also violating the Disabled Persons Act by denying class members 71. full and equal access to the services and information provided to non-disabled customers and potential customers by KeyPoint representatives.
- KeyPoint's facilities are "places of public accommodation" within the meaning of 72. Civil Code section 54.1.
- Telephone voice calls to and from KeyPoint representatives are services provided 73. by and integrated with these facilities.
  - These services are inaccessible to class members. 74.
- KeyPoint therefore is discriminating in violation of California's Disabled Persons 75. Act because the services it offers by voice telephone calls are inaccessible.
- As an alternative damage remedy for the discrimination alleged in the First Cause 76. of Action for violation of the Unruh Civil Rights Act, Plaintiffs are entitled to statutory damages for violation of the Disabled Persons Act pursuant to Civil Code section 54.3, subdivision (a) for each and every violation.
- Plaintiffs are also entitled to "attorney's fees as may be determined by the court" 77. pursuant to Civil Code section 54.3, subdivision (a).

WHEREFORE, Plaintiffs request relief as set forth below.

## THIRD CAUSE OF ACTION

(Violation of Section 504 of the Rehabilitation Act of 1973)

- Plaintiffs incorporate by reference each of the preceding allegations as if fully set 78. forth herein.
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the 79. implementing regulations, prohibit discrimination against people with disabilities by recipients of federal funding. Section 504 provides, in pertinent part, that "[n]o otherwise qualified individual with a disability . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance . . . . "

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	80.	Plaintiffs are qualified individuals with a disability within the meaning of Section
504		

- Plaintiffs are informed and believe, and on that basis allege, that KeyPoint 81. receives financial assistance from the federal government in providing financial services and products to its customers, including, but not limited to, federal insurance for money on deposit with KeyPoint.
- By refusing to accept telecommunications relay service calls, KeyPoint has 82. excluded class members from participation in, denied them the benefits of, and discriminated against them in programs and activities that receive federal financial assistance, solely by reason of their disabilities, in violation of 29 U.S.C. § 794 and the implementing regulations.
- As a proximate result of KeyPoint's violations of Section 504 of the 83. Rehabilitation Act, Plaintiffs have been injured as set forth herein.
- Plaintiffs have no adequate remedy at law and unless the relief requested herein is 84. granted, Plaintiffs will suffer irreparable harm in that they will continue to be discriminated against and denied access to KeyPoint's programs and activities. Consequently, Plaintiffs are entitled to injunctive relief. KeyPoint's continued refusal to accept telecommunications relay service calls after being notified of the resulting denial of equal access constitutes intentional discrimination. Accordingly, Plaintiffs are also entitled to damages. Plaintiffs also seek reasonable attorneys' fees and costs.

WHEREFORE, Plaintiffs pray for relief as set forth below.

# FOURTH CAUSE OF ACTION

(Violation of Government Code Section 11135)

- Plaintiffs incorporate by reference each of the preceding allegations as if fully set 85. forth herein.
- Government Code section 11135, subdivision (a) provides that no person in this 86. State shall, on the basis of disability, "be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that . . . is funded directly by the state, or receives any financial assistance from the state."

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- Plaintiffs are informed and believe, and on that basis allege, that KeyPoint 87. operates programs or activities funded directly by the state, and/or receives financial assistance from the state, in providing financial services and products to its customers.
- By refusing to accept telecommunications relay service calls, KeyPoint has 88. unlawfully denied class members full and equal access to the benefits of KeyPoint's programs and activities, and discriminated against class members, in violation of Government Code section 11135.
- As a proximate result of KeyPoint's violations of Government Code section 89. 11135. Plaintiffs have been injured as set forth herein.
- Plaintiffs have no adequate remedy at law and unless the relief requested herein is 90. granted, Plaintiffs will suffer irreparable harm in that they will continue to be discriminated against and denied access to KeyPoint's programs and activities. Consequently, Plaintiffs are entitled to injunctive relief. KeyPoint's continued refusal to accept telecommunications relay service calls after being notified of the resulting denial of equal access constitutes intentional discrimination. Accordingly, Plaintiffs are also entitled to damages. Plaintiffs also seek reasonable attorneys' fees and costs.

WHEREFORE, Plaintiffs pray for relief as set forth below.

#### FIFTH CAUSE OF ACTION

(Declaratory Relief)

- Plaintiffs incorporate by reference each of the preceding allegations as if fully set 91. forth herein.
- 92. Plaintiffs contend, and are informed and believe, that KeyPoint denies that KeyPoint fails to comply with applicable laws including, but not limited to Civil Code sections 51, 54, and 54.1; Section 504 of the Rehabilitation Act of 1973; and Government Code section 11135, prohibiting discrimination against class members.
- A judicial declaration is necessary and appropriate at this time in order that each 93. of the parties may know their respective rights and duties and act accordingly.

WHEREFORE, Plaintiffs request relief as set forth below.

# DISABILITY RIGHTS ADVOCATES 2001 Center Street, Third Floor

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#### RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for judgment as follows:

- An order enjoining KeyPoint from violating the Unruh Civil Rights Act, the 1. Disabled Persons Act, Section 504 of the Rehabilitation Act of 1973, and Government Code section 11135;
- 2. A declaration that KeyPoint is conducting its business in a manner that discriminates against class members and fails to provide access for persons with disabilities as required by law;
- Damages in an amount to be determined by proof, including applicable statutory 3. damages pursuant to Civil Code section 52 or, in the alternative, Civil Code section 54.3;
- Plaintiffs' reasonable attorneys' fees and costs as authorized by Civil Code 4. sections 52, subdivision (a), and section 54.3, subdivision (a); the Rehabilitation Act of 1973; and/or other applicable laws;
  - 5. Such other and further relief as the Court deems just and proper.

DATED: May 7, 2009

DISABILITY RIGHTS ADVOCATES

Attorney for Plaintiff

		CM-010	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar I	number, and address):	FOR COURT USE ONLY	
Ronald Elsberry, 130880, Disability Rights	Advocates, 2001 Center St, Berkeley, G	CA	
TELEPHONE NO.: 510-665-8644 ATTORNEY FOR (Name): Pltfs. Megg Davis and	FAX NO.: 510-665-8511	ENDORSED FILED ALAMEDA COUNTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF		e shows says mistalline a g ann alle days of 8	
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BRANCH NAME: Rene C. Davidson Co	urthouse	CLEAK OF THE SUPERIOR COURT	
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CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER: 0.9 - 4.5.1.0.5.0	
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exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402)		
	w must be completed (see instructions	on page 2).	
<ol> <li>Check one box below for the case type that</li> </ol>			
Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)	
Auto (22)	Breach of contract/warranty (06)	· /	
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)	
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)	
Damage/Wrongful Death) Tort	Insurance coverage (18)	Mass tort (40)	
Asbestos (04)	Other contract (37)	Securities litigation (28)	
Product liability (24)	Real Property	Environmental/Toxic tort (30)	
Medical malpractice (45)	Eminent domain/Inverse	Insurance coverage claims arising from the	
Other PI/PD/WD (23)	condemnation (14)	above listed provisionally complex case	
Non-PI/PD/WD (Other) Tort	Wrongful eviction (33)	types (41)	
Business tort/unfair business practice (07)	Other real property (26)	Enforcement of Judgment	
Civil rights (08)	Unlawful Detainer	Enforcement of judgment (20)	
Defamation (13)	Commercial (31)	Miscellaneous Civil Complaint	
Fraud (16)	Residential (32)	RICO (27)	
Intellectual property (19)	Drugs (38)	Other complaint (not specified above) (42)	
Professional negligence (25)	Judicial Review	Miscellaneous Civil Petition	
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)	
Employment	Petition re: arbitration award (11)		
Wrongful termination (36)	Writ of mandate (02)	Other petition (not specified above) (43)	
Other employment (15)	Other judicial review (39)		
		ules of Court. If the case is complex, mark the	
factors requiring exceptional judicial manage	ement:	ales of court. If the case is complex, mark the	
a. Large number of separately repres		er of witnesses	
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issues that will be time-consuming		ties, states, or countries, or in a federal court	
c. Substantial amount of documentar		ostjudgment judicial supervision	
C Substantial amount of documental	y evidence 1 Substantial pr	ostjudgment judiciai supervision	
<ol><li>Remedies sought (check all that apply): a.[</li></ol>	✓ monetary b. ✓ nonmonetary; of the control of	declaratory or injunctive relief c. punitive	
Number of causes of action (specify):	•		
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6. If there are any known related cases, file ar		may use form CM-015)	
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Date: May 7, 2009		eld UT	
Ronald Elsberry	<u> </u>	4	
(TYPE OR PRINT NAME)	NOTICE	SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)	
<ul> <li>Plaintiff must file this cover sheet with the fill under the Probate Code, Family Code, or V</li> </ul>	st paper filed in the action or proceedin	g (except small claims cases or cases filed es of Court, rule 3.220.) Failure to file may result	
in sanctions.			
<ul> <li>File this cover sheet in addition to any cover sheet required by local court rule.</li> <li>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</li> </ul>			
other portion to the action or proceeding	·	1	
<ul> <li>Unless this is a collections case under rule:</li> </ul>	3.740 or a complex case, this cover she	eet will be used for statistical purposes only.	
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F. ADDF	NOUM TO CIVIL CASE COVER SHEET
Short Title:	Davis, et al. vs. Keypoint, et al.

Case	Number:

#### CIVIL CASE COVER SHEET ADDENDUM

				RNIA, COUNTY OF ALAMEDA
	SUPERIOR COUR	(I, Or C	ALIFO	Hayward Hall of Justice (447)
( ) Coldand B	Rene C. Davidson Alameda County Cour	thouse	(446)	Pleasanton, Gale-Schenone Hall of Justice (448)
[X] Cakland, I	Cene C. Davidson Alameda County Cour	mouse	(440)	( ) reduction, out of the control of
			0.4	
NoT olu	Auto fort (22)	1	) 3.	4 Auto tort (G)
		. Is	this an	uninsured motorist case? [ ] yes [ ] no
Other Pt /PD /	Asbestos (04)	1	) 7:	5 Asbestos (D)
VD Torl	Product liability (24)	1	) 89	Product liability (not asbestos or toxic tort/environmental) (G)
	Medical malpractice (45)	1	j 9	Medical malpractice (G)
	Other PI/PD/WD (orl (23)		) 33	B Other PI/PDWD fort (G)
Ion · PI /PD /	Bus tort / unfair bus, practice (07)	i	75	Bus tort / unfair bus, practice (G)
VD Tort	Civil rights (08)	[X	3 80	Civil rights (G)
	Defamation (13)	1		Defamation (G)
	Fraud (16)	1	] 24	Fraud (G)
	Intellectual property (19)	1	J 87	Intellectual property (G)
	Professional negligence (25)		] 59	Professional negligence - non-medical (G)
	Other non-PI/PD/WD tort (35)		] 03	Other non-PI/PD/WD tort (G)
mployment	Wrongful termination (36)	[ ]	) 38	Wrongful termination (G)
	Other employment (15)		) 85	Other employment (G)
			53	Labor comm award confirmation
			54	Notice of appeal - L.C.A.
ontract	Breach contract / Wrnty (06)	()	04	Breach contract / Wrnty (G)
	Collections (09)	)	81	Collections (G)
	Insurance coverage (18)	( )		Ins.,coverage - non-complex (G)
	Other contract (37)	111	98	Other confract (G)
al Property	Eminent domain / Inv Cdm (14)			Eminent domain / Inv Cdm (G)
	Wrongful eviction (33) Other real property (26)		17 36	Wrongful eviction (G) Other real property (G)
lawful Delainer	Commercial (31)	<del>-   -   -  </del>	94	Unlawful Detainer - commercial Is the deft. in possession
iawidi Detainei	Residential (32)		47	Unlawful Detainer - residential of the property?
	Drugs (38)	111	21	Unlawful detainer - drugs [ ] Yes [ ] No
ficial Review	Assel forfeiture (05)		41	Asset forfeiture
	Petition re: arbitration award (11)		62	Pet, re: arbitration award
	Writ of Mandale (02)		49	Writ of mandate .
		is th	is a CE	QA action (Publ.Res.Code section 21000 et seq) [ ] Yes [ ] No
	Other judicial review (39)	111	64	Other judicial review
visionally	Antitrust / Trade regulation (03)	(1)	77	Antitrust / Trade regulation
mplex	Construction defect (10)	()	82	Construction defect
	Claims involving mass tort (40)	( )	78	Claims involving mass lort
	Securities litigation (28)	(1)	91	Securities liligation
	Toxic tort / Environmental (30)	(1)	93	Toxic lort / Environmental
	Ins covrg from cmplx case type (41)	111	95	Ins covrg from complex case type
orcement of	Enforcement of judgment (20)	()	19	Enforcement of judgment
gment		111	08	Confession of judgment
c Complaint	RICO (27)	()	90	RICO (G)
	Partnership / Corp. governance (21)		88	Partnership / Corp. governance (G)
0:	Other complaint (42)	11)	68	All other complaints (G)
c. Civil Pelilion	Other petition (43)	()	06	Change of name
	1	1 ( )	0.0	(34)