

1 Michael M. Maddigan, SBN 163450  
Laura M. Groen, SBN 294719  
2 Elizabeth Goncharov, SBN 317091  
**HOGAN LOVELLS US LLP**  
3 1999 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067  
4 Tel: (310) 785-4600  
Fax: (310) 785-4601  
5 michael.maddigan@hoganlovells.com  
laura.groen@hoganlovells.com  
6 elizabeth.goncharov@hoganlovells.com

7 Vanessa O. Wells, SBN 121279  
**HOGAN LOVELLS US LLP**  
8 4085 Campbell Ave., Suite 100  
Menlo Park, CA 94025  
9 Tel: (650) 463-4000  
Fax: (650) 463-4199  
10 vanessa.wells@hoganlovells.com

11 *Attorneys for Defendants* Farmers Group, Inc.,  
Truck Underwriters Association, Farmers  
12 Insurance Exchange, Truck Insurance Exchange,  
and Mid-Century Insurance Company

13  
14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF LOS ANGELES**

16 ODESSA INVESTMENT CORP. dba THE  
GREAT FRAME UP #672, a California  
17 corporation, individually and on behalf of all  
others similarly situated,

18 *Plaintiff,*

19 v.

20 FARMERS GROUP, INC. a Nevada  
corporation; TRUCK UNDERWRITERS  
21 ASSOCIATION, a California Corporation;  
FARMERS INSURANCE EXCHANGE, a  
22 California reciprocal insurer and exchange;  
TRUCK INSURANCE EXCHANGE, a  
23 California reciprocal insurer and exchange;  
MID-CENTURY INSURANCE COMPANY,  
24 a California Corporation; and DOES 1  
25 through 50 inclusive,

26 *Defendants.*  
27

Case No. 20STCV20188  
(Los Angeles Superior Court JCCP No. 5125)

**NOTICE OF RULING AND ORDER RE:  
PETITION FOR COORDINATION**

Hon. Amy D. Hogue  
Dept. 7

Complaint filed: May 26, 2020

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO ALL PARTIES AND  
2 THEIR COUNSEL OF RECORD:

3 YOU ARE HEREBY NOTIFIED THAT on November 5, 2020, the Los Angeles Superior  
4 Court GRANTED the Petition for Coordination in the *Coordination Proceeding, Special Title*  
5 *(Rule 3.550) Farmers COVID-19 Business Cases*, JCCP No. 5125 filed by Truck Insurance  
6 Exchange, Farmers Group, Inc., Truck Underwriters Association, Farmers Insurance Exchange,  
7 Fire Insurance Exchange, and Mid-Century Insurance Company (the “Farmers Defendants”) and  
8 ORDERED a STAY of this action. Attached hereto as Exhibit A is the Los Angeles Superior  
9 Court’s Ruling and Order Re: Petition for Coordination in the *Coordination Proceeding, Special*  
10 *Title (Rule 3.550) Farmers COVID-19 Business Cases*, JCCP No. 5125.

11  
12 Dated: November 17, 2020

Respectfully submitted:

HOGAN LOVELLS US LLP



By: \_\_\_\_\_  
Michael M. Maddigan

*Attorneys for Defendants*  
Farmers Group Inc. and  
Truck Insurance Exchange

# **EXHIBIT A**

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

NOV 05 2020

Sherri R. Carter, Executive Officer/Clerk  
By: Isabel Arellanes, Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**  
10

11 COORDINATION PROCEEDING  
12 Special Title (Rule 3.550)

JCCP No. 5125

13 FARMERS COVID-19 BUSINESS CASES

COURT'S RULING AND ORDER RE:  
PETITION FOR COORDINATION

14 Included actions:

Hearing Date: November 4, 2020

15 1. *Outerlands, Inc. v. Truck Insurance*  
16 *Exchange*, No. CGC-20-583996 (San  
17 Francisco Super. Ct., filed March 30, 2020)  
(the "Outerlands Action");

18 2. *Scratch Restaurants LLC dba Phillip*  
19 *Douglas LLC, et al. v. Farmers Group Inc., et*  
20 *al.*, No. 20STCP01233 (Los Angeles Super.  
Ct., filed April 1, 2020) (the "Scratch  
Restaurants Action");

21 3. *New Restaurant Group LP, et al. v.*  
22 *Farmers Group, Inc., et al.*, No. CGC20-  
23 584269 (San Francisco Super. Ct., filed April  
30, 2020) (the "New Restaurant Action");

24 4. *Boca J.P. Inc. v. Farmers Group Inc.*,  
25 No. 20PSCV00325 (Los Angeles Super. Ct.,  
filed May 15, 2020) (the "Boca J.P. Action");

26 5. *Odessa Investment Corp. dba The*  
27 *Great Frame Up #672 v. Farmers Group, Inc.,*  
28 *et al.*, No. 20STCV20188 (Los Angeles Super.

1 Ct., filed May 26, 2020) (the “Odessa  
2 Investment Action”);

3 6. *Bulk, LLC v. Truck Insurance*  
4 *Exchange, et al.*, No. 20STCV19129 (Los  
5 Angeles Super. Ct., filed May 18, 2020) (the  
6 “Bulk Action”);

7 7. *Uncle Sharkii, LLC v. Farmers*  
8 *Insurance Exchange*, No. CIVMSC20- 00901  
9 (Contra Costa Super. Ct., filed May 22, 2020)  
10 (the “Uncle Sharkii Action”);

11 8. *Saddleback Medical Management, Inc.*  
12 *v. Mid-Century Insurance Company, et al.*, No.  
13 30-2020-01140970-CU-IC-CXC (Orange  
14 County Super. Ct., filed May 26, 2020) (the  
15 “Saddleback Medical Management Action”);

16 9. *Jani Investments, LLC v. Truck*  
17 *Insurance Exchange*, No. CV-420743 (Lake  
18 Cty. Super. Ct., filed May 26, 2020) (the “Jani  
19 Investments Action”);

20 10. *American Traders, Inc. dba Ramada*  
21 *Inn Modesto v. Mid-Century Insurance*  
22 *Company, et al.*, No. CV-20-2477 (Stanislaus  
23 Super. Ct., filed June 4, 2020) (the “American  
24 Traders Action”);

25 11. *West Covina Restaurant Group, Inc., et*  
26 *al. v. Farmers Insurance Exchange*, No.  
27 20STCV22451 (Los Angeles Super. Ct., filed  
28 June 9, 2020) (the “West Covina Restaurant  
Group Action”);

12. *Atelier I 2 3 Restaurant LLC, dba*  
*Atelier Crenn, et al. v. Farmers Group, Inc., et*  
*al.*, Case No. CGC-20-584762 (S.F. Super. Ct.,  
filed June 15, 2020) (the “Crenn Action”);

13. *Chunying Investments Inc., dba Dragon*  
*House v. Farmers Group, Inc., et al.*, Case No.  
RIC2002673 (Riverside Super Ct., filed July  
17, 2020) (the “Chunying Investments  
Action”)

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**I.**

**BACKGROUND**

These cases are class action and individual lawsuits filed by California restaurants, bars, hotels, retail stores, and other businesses against one or more of the Farmers Defendants<sup>1</sup> in the wake of the COVID-19 pandemic. The cases allege that the Farmers Defendants improperly denied the insureds' claims for business income losses and extra expenses allegedly suffered as a result of the COVID-19 pandemic (due to COVID-10 related orders and mandates issued by the State of California).

The Farmers Defendants have filed a petition to coordinate these actions, and to have the coordinated action heard in Los Angeles County.<sup>2</sup> Plaintiffs in 11 of the 13 Included Actions do not oppose coordination (though in these eleven actions, there is a split as to which venue they believe is proper).

For the reasons discussed *infra*, the petition for coordination is granted.

**II.**

**DISCUSSION**

**Petition for Coordination**

**1. Complex Determination**

Only cases that are "complex" as defined by Judicial Council standards may be coordinated. California Practice Guide, Civil Procedure Before Trial, ¶12:374.5 (The Rutter

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<sup>1</sup> The Farmers Defendants are Truck Insurance Exchange; Farmers Group, Inc.; Truck Underwriters Association; Farmers Insurance Exchange; Fire Insurance Exchange; and MidCentury Insurance Company (the "Farmers Defendants").

<sup>2</sup> In addition to the thirteen cases listed in the caption, there are at least five cases which Farmers seeks to add to the coordinated proceeding via add-on petitions. The Court will not address the add-on petitions at this time (including those of Oregon Mutual or the El Nixtamal, LLC Plaintiffs), finding that those add-on petitions should be heard by the coordination trial judge.

1 Group 2020); CCP §404 (stating in pertinent part that “[a] petition for coordination, or a motion  
2 for permission to submit a petition, shall be supported by a declaration stating facts showing that  
3 the actions are complex, as defined by the Judicial Council and that the actions meet the  
4 standards specified in Section 404.1”).

5  
6 “A ‘complex case’ is an action that requires exceptional judicial management to avoid  
7 placing unnecessary burdens on the court or the litigants and to expedite the case, keep costs  
8 reasonable, and promote effective decision making by the court, the parties, and counsel.” CRC  
9 3.400(a). “In deciding whether an action is a complex case under (a), the court must consider,  
10 among other things, whether the action is likely to involve: (1) Numerous pretrial motions  
11 raising difficult or novel legal issues that will be time-consuming to resolve; (2) Management of  
12 a large number of witnesses or a substantial amount of documentary evidence; (3) Management  
13 of a large number of separately represented parties; (4) Coordination with related actions  
14 pending in one or more courts in other counties, states, or countries, or in a federal court; or (5)  
15 Substantial postjudgment judicial supervision.” CRC 3.400(b).

16  
17 CRC 3.400(c) states that an action is provisionally a complex case if it involves one or  
18 more of the following types of claims:

- 19 (1) Antitrust or trade regulation claims;
- 20 (2) Construction defect claims involving many parties or structures;
- 21 (3) Securities claims or investment losses involving many parties;
- 22 (4) Environmental or toxic tort claims involving many parties;
- 23 (5) Claims involving mass torts;
- 24 (6) Claims involving class actions; or
- 25 (7) Insurance coverage claims arising out of any of the claims listed in (c)(1)  
26 through (c)(6).

27 There are thirteen (13) cases subject to the instant petition for coordination. Five of the  
28 included actions are putative class actions – *Bulk*, *Uncle Sharkii*, *Odessa Investment*, *Saddleback*

1 *Medical Management*, and *American Traders*. Therefore, these five cases qualify as provisional  
2 class actions under CRC 3.400(c)(6) and (7). The remaining actions, as the Farmers Defendants  
3 note, involve insurance coverage claims in the context of a global pandemic that pose novel  
4 questions under California law.<sup>3</sup> The Court agrees that such novel issues will involve the  
5 meaning of direct physical loss or damage to covered property in light of the pandemic. Further,  
6 all of these cases would certainly involve difficult pre-trial motions, including motions for  
7 judgment on the pleadings, discovery motions, and motions for summary judgment.<sup>4</sup>

9 Given the difficult factual and legal issues at the center of these cases, they are all  
10 complex. This prerequisite is therefore satisfied.

## 12 2. CRC 3.521 requirements

13 CRC 3.521 requires the petition to be supported by a memorandum and declarations  
14 showing, inter alia, the following:

- 15 1) the name of each petitioner or, when the petition is submitted by a presiding or  
16 sole judge, the name of each real party in interest, and the name and address of each  
party's attorney of record, if any (CRC 3.521(a)(1));
- 17 2) the names of the parties to all included actions, and the name and address of each  
18 party's attorney of record, if any (CRC 3.521(a)(2));
- 19 3) whether the party's attorney has served the summons and complaint on all parties  
in all included actions in which the attorney has appeared (CRC 3.521(a)(3));
- 20 4) the complete title and case number, the date the complaint was filed, and the title  
21 of the court in which the action is pending (CRC 3.521(a)(4));
- 22 5) the complete title and case number of any other action known to the petitioner to  
be pending in a court of this state that shares a common question of fact or law with  
23 the included actions, and a statement of the reasons for not including the other  
action in the petition for coordination or a statement that the petitioner knows of no  
24 other actions sharing a common question of fact or law (CRC 3.521(a)(5));
- 25 6) the status of each included action, including the status of any pretrial or discovery  
motions or orders in that action, if known to petitioner (CRC 3.521(a)(6));

27 <sup>3</sup> Petition at 8:25-26.

28 <sup>4</sup> Maddigan Decl., ¶9.



1 7) the facts relied on to show that each included action meets the coordination  
2 standards specified in Code of Civil Procedure section 404.1 (CRC 3.521(a)(7));  
and

3 8) the facts relied on in support of a request that a particular site or sites be selected  
4 for a hearing on the petition for coordination. (CRC 3.521(a)(8)).

5 The petition, points and authorities in support of the petition, and the Declaration of  
6 Michael Maddigan (counsel for the Farmers Defendants) address these factors. The summons  
7 and complaint have been served on the Farmers Defendants in nine (9) of the cases, while, as of  
8 the date of the petition, the Farmers Defendants have not been served in four of the actions.<sup>5</sup>  
9 Counsel states that no motions have been filed, and discovery has been propounded in only the  
10 *Outerlands* action.<sup>6</sup> Further, initial case management conferences have either been scheduled or  
11 heard in nine of the included actions.<sup>7</sup>

12  
13 Counsel states that, as of the date of his Declaration, the Farmers Defendants know of no  
14 other related actions pending in California state court.<sup>8</sup> However, the Included Actions overlap  
15 with certain cases pending in state and federal courts across the United States.<sup>9</sup>

16 Factors 7 (the §404.1 factors) and 8 (venue) are further discussed below.

17 **a. CRC 3.521(a)(7) – satisfaction of CCP §404.1**

18 CRC 3.521(a)(7) – the factor addressing the facts relied on to show that each included  
19 action meets the coordination standards specified in Code of Civil Procedure §404.1 – is set forth  
20 at pages 10-13 of the petition and ¶¶10-13 of the Maddigan Declaration.

21  
22 Substantively, petitions for coordination are generally governed by CCP §404.1, which

23  
24 <sup>5</sup> Maddigan Decl., ¶7.

25 <sup>6</sup> *Id.*

26 <sup>7</sup> *Id.*

27 <sup>8</sup> Maddigan Decl., ¶6.

28 <sup>9</sup> Maddigan Decl., ¶6.

1 provides:

2 Coordination of civil actions sharing a common question of fact or law is  
3 appropriate if one judge hearing all of the actions for all purposes in a selected site  
4 or sites will promote the ends of justice taking into account whether the common  
5 question of fact or law is predominating and significant to the litigation; the  
6 convenience of parties, witnesses, and counsel; the relative development of the  
7 actions and the work product of counsel; the efficient utilization of judicial facilities  
8 and manpower; the calendar of the courts; the disadvantages of duplicative and  
9 inconsistent rulings, orders, or judgments; and, the likelihood of settlement of the  
10 actions without further litigation should coordination be denied.

11 See also *McGhan Med. Corp. v. Sup.Ct. (Hogan)* (1992) 11 Cal.App.4<sup>th</sup> 804, 812.

12 **(1) Is there a common question of fact or law predominating and significant to the**  
13 **litigation?**

14 The first consideration under the §404.1 analysis is whether there is a common question  
15 of fact or law predominating and significant to the litigation. Here, counsel Maddigan says that  
16 although the Included Actions involve different businesses, some different Stay-At-Home orders,  
17 and individualized alleged facts, they share the same core questions under California law: the  
18 proper interpretation of the policy form at issue and the viability of central, common legal  
19 theories.<sup>10</sup> Specifically, Maddigan states that the Included Actions allege that the Farmers  
20 Defendants provided commercial property coverage to each insured and improperly denied their  
21 claims for Business Interruption coverage (or for Business Income losses and Extra Expenses)  
22 and/or Civil Authority coverage for losses purportedly suffered as a result of the Stay-At-Home  
23 orders from the State of California and/or local authorities that (i) directed the public to cancel  
24 nonessential gatherings and to stay at home or “shelter-in-place,” and (ii) required closure or  
25 curtailment of non-essential businesses.<sup>11</sup> The Included Actions also assert common legal  
26 theories, according to counsel Maddigan.<sup>12</sup> Relying on the Business Income, Extra Expense,

27 <sup>10</sup> Maddigan Decl., ¶10.

28 <sup>11</sup> *Id.*

<sup>12</sup> *Id.*

1 and/or Civil Authority provisions in their policies, Plaintiffs assert that the Stay-At-Home orders  
2 caused “direct physical loss of or damage to the property” because Plaintiffs were unable to use  
3 their properties when following orders.<sup>13</sup>

4  
5 In response, the Outerlands/Jani Investments Plaintiffs argue there are numerous factual  
6 variations between the plaintiffs, the County COVID-19 responses, and between Outerlands and  
7 Jani Investments themselves (as Outerlands is in the restaurant industry, while Jani is in the  
8 hospitality industry). Further, Outerlands/Jani Investments argue it is unlikely that each  
9 policyholder plaintiff has the exact same policy with Farmers Defendants, and the language of  
10 the policies will be key as to whether there is coverage for a loss.<sup>14</sup> Thus, the Outerlands/Jani  
11 Investments plaintiffs argue that the Court will have to analyze each individual policy separately  
12 to fully determine whether there is coverage for each of the plaintiffs.<sup>15</sup>

13  
14 Here, while each of the Plaintiffs in the cases are different, and while there will be certain  
15 differences between the policies, there likely will be predominating, common issues with regard  
16 to specific provisions in policies that are common to many of the parties in these cases. The  
17 coordination trial court will be entrusted with interpreting these policies with the COVID-19  
18 backdrop. Legal interpretations over specifically identifiable policy provisions present common,  
19 predominating legal issues. A uniform interpretation over common provisions would aid the  
20 parties. Other common, predominating legal questions will include: (i) whether the loss of use of  
21 property constitutes “direct physical loss of . . . property” under the terms of Plaintiffs’ policies;  
22 (ii) whether certain policy exclusions apply (notably, the virus exclusion); (iii) whether the  
23 policy provisions, read together, provide coverage absent actual injury to premises; and (iv)  
24

25  
26 \_\_\_\_\_  
<sup>13</sup> *Id.*

27 <sup>14</sup> Outerlands/Jani Investments Opposition at 4:17-19.

28 <sup>15</sup> Outerlands/Jani Investments Opposition at 5:1-3.

1 whether the Farmers Defendants breached Plaintiffs' policies in denying coverage.<sup>16</sup> Further,  
2 many of the complaints in this case have many of the same legal claims (predominantly,  
3 declaratory relief and breach of contract claims).

4  
5 In sum, predominating factual and legal issues are present. This factor weighs in favor of  
6 coordination.

7 **(2) The convenience of parties, witnesses, and counsel**

8 Defendant argues that coordination would be convenient to the parties, witnesses, and  
9 counsel for a few reasons. First, absent coordination, the Farmers Defendants state they will be  
10 forced to, at a minimum, file 13 dispositive motions and oppose class certification in five cases.<sup>17</sup>  
11 Such motions would likely argue the same points of fact and law.<sup>18</sup> Further, multiple law firms  
12 and Farmers Defendants' counsel would have to engage in parallel work and overly burdensome  
13 and duplicative discovery, costing the parties more money and time than if the actions were  
14 coordinated.<sup>19</sup>

15  
16 The Court finds this factor promotes the convenience of the parties, witnesses, and  
17 counsel, and weighs in favor of coordination.

18 **(3) The relative development of the actions and the work product of counsel; (4) The**  
19 **efficient utilization of judicial facilities and manpower; and (5) The calendar of the courts**

20 All of these cases are very new. While discovery is ongoing in the *Outerlands* and *Jani*  
21 *Investments* cases, and while answers and cross-complaints have been filed, the fact remains that  
22 these cases are all in their early stages. There does not appear to be any real prejudice resulting  
23 from coordination.

24  
25 \_\_\_\_\_  
<sup>16</sup> Petition at 11:8-13.

26 <sup>17</sup> Maddigan Decl., ¶12.

27 <sup>18</sup> *Id.*

28 <sup>19</sup> *Id.*

1 Coordination would be an efficient use of judicial facilities and manpower, especially  
2 given the myriad determinations separate courts would have to make on overlapping issues on  
3 policy interpretation and class certification. It would be a much more efficient use for a single  
4 coordination trial court to make these determinations, instead of piecemeal determinations in  
5 separate courts.  
6

7 Further, it would free up several courtrooms throughout the state (at least 12, with the  
8 prospect of many more) to coordinate these cases before a single coordination trial judge.

9 These factors all weigh in favor of coordination.

10 **(6) The disadvantages of duplicative and inconsistent rulings, orders, or judgments**

11 There is a risk of duplicative and inconsistent rulings if the cases remain uncoordinated.  
12 As discussed above, there will be many overlapping policy provisions in these cases, and there is  
13 a high risk that two or more different courts will apply different interpretations to the policy  
14 provisions. Further, given that five (5) of these cases are putative class actions (with potentially  
15 overlapping class members), there is a great danger that two or more different courts could arrive  
16 at different decisions to certify potentially overlapping classes. In sum, there is a high risk of  
17 duplicative and inconsistent rulings, orders, or judgments, and this factor weighs in favor of  
18 coordination.  
19

20 **(7) The likelihood of settlement of the actions without further litigation should coordination**  
21 **be denied**

22 The Farmers Defendants argue that coordination may assist in settlement discussions and  
23 promote settlement.<sup>20</sup> However, the Overland and Jani Investment Plaintiffs say there has been  
24 no discussion of settlement at all. It is unclear whether settlement is more or less likely through  
25 coordination. This factor is therefore neutral.  
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<sup>20</sup> Maddigan Decl., ¶13.

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**Conclusion on §404.1 factors**

For the foregoing reasons, on balance, the CCP §404.1 factors weigh in favor of coordinating these cases. Again, plaintiffs in only two of the cases identified in the petition oppose coordination, while the rest support it. The petition is therefore granted under §404.1.

**b. CRC 3.521(a)(8) – Venue**

CRC 3.530(b) provides that the coordination motion judge may consider any relevant factors in making a recommendation for the site of the coordination proceedings, including the following:

- (1) The number of included actions in particular locations;
- (2) Whether the litigation is at an advanced stage in a particular court;
- (3) The efficient use of court facilities and judicial resources;
- (4) The locations of witnesses and evidence;
- (5) The convenience of the parties and witnesses;
- (6) The parties' principal places of business;
- (7) The office locations of counsel for the parties; and
- (8) The ease of travel to and availability of accommodations in particular locations.

Here, the two candidates for the coordination venue are Los Angeles and San Francisco Counties. There are currently four (4) Los Angeles cases in the petition, and four (4) San Francisco cases in the petition. One case is on Contra Costa County (Northern California), one is in Orange County (Southern California); one is in Lake County (Northern California), one is in Stanislaus County (Northern California), and one is in Riverside County (Southern California). Thus, the “number of included actions” factor, based on the cases in the petition, is neutral.

Further, the fact that none of these cases is particularly advanced in any venue is a neutral factor.

1 The Farmers Defendants, though, have their headquarters in Los Angeles County<sup>21</sup>, and  
2 there is likely a significant amount of documentary evidence located in Los Angeles County.<sup>22</sup>  
3 Many of the employee witnesses are also in Los Angeles County.<sup>23</sup> While there will be evidence  
4 in other counties, such as San Francisco, it would appear that the bulk of the witnesses and  
5 evidence are located in Los Angeles County.  
6

7 Plaintiffs' counsel in these cases are primarily located in San Francisco or Los Angeles  
8 County (all of Defendant's counsel are represented by the same firm, Hogan Lovells, located in  
9 Los Angeles and in Menlo Park). This factor is therefore neutral.

10 In terms of ease of travel, Los Angeles is easy to travel to, and has widely available  
11 accommodations, given the population size and access to several airports.

12 In terms of efficient use of judicial facilities and resources, the Court notes that the Los  
13 Angeles Superior Court has a complex panel dedicated to complex and coordinated cases like  
14 this. Los Angeles could efficiently handle these cases with its judicial facilities and resources.

15 On balance, the Court finds these factors weigh in favor of selecting Los Angeles County  
16 as the appropriate venue.  
17

### 18 III.

### 19 RULING AND ORDER

20 For the foregoing reasons, the petition for coordination is granted. The Court  
21 recommends and determines Los Angeles County to be the appropriate venue for the coordinated  
22 matter to be heard. CRC 3.530(a); CCP §404.3. The Court also selects the Second Appellate  
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<sup>21</sup> Maddigan Decl., ¶16.

27 <sup>22</sup> *Id.*

28 <sup>23</sup> *Id.*

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District as the reviewing court with appellate jurisdiction which will promote the ends of justice (the district having jurisdiction over Los Angeles County), as determined under CCP §404.1. See CCP §404.2; CRC 3.505(a).

The Court stays the coordinated proceeding for all purposes (as well as the cases subject to the add-on petitions), pending further order of the coordination trial judge.

Dated: November 5, 2020

**KENNETH R. FREEMAN**

---

Kenneth Freeman  
Judge of the Superior Court



**PROOF OF SERVICE**

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067.

On November 17, 2020, I served a copy of the within document(s):

**NOTICE OF RULING AND ORDER RE: PETITION FOR COORDINATION**

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.
- by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via my electronic service address (mae.chester@hoganlovells.com) the document(s) listed above to the person(s) at the e-mail address(es) set forth below.
- by electronically filing the document(s) with the Clerk of the Court by causing the documents to be sent to One Legal, the Court’s Electronic Filing Services Provider for electronic filing and service. Electronic service will be effected by One Legal’s case-filing system at the electronic mail addresses set forth below.
- by transmitting electronically on counsel of record listed below via CASE ANYWHERE LLC in accordance with the June 18, 2020 Initial Status Conference Order ordering use of an e-service provider. This service complies with C.C.P. § 1010.6.

Mike Arias (mike@aswtlawyers.com)  
 Alfredo Torrijos (alfredo@aswtlawyers.com)  
 Christopher A.J. Swift (Christopher@aswtlawyers.com)  
 ARIAS SANGUINETTI WANT & TORRIJOS, LLP  
 6701 Center Drive West, 14<sup>th</sup> Floor  
 Los Angeles, California 90045  
 Phone: (310) 844-9696

*Attorneys for Plaintiff*  
 Odessa Investment Corp.  
 and the Proposed Class

Bradley S. Wallace (bradley@wallacefirm.email)  
 THE WALLACE FIRM, PC  
 16000 Ventura Boulevard, Suite 440  
 Encino, California 91436  
 Phone: (818) 476-5998

*Attorneys for Plaintiff*  
 Odessa Investment Corp.  
 and the Proposed Class

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on

1 motion of the party served, service is presumed invalid if postal cancellation date or postage  
2 meter date is more than one day after date of deposit for mailing in affidavit.

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

5 Executed on November 17, 2020, at Los Angeles, California.

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Mae F. Chester

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