

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Richard L. Seide CSB: 94677 FIRM NAME: RICHARD L. SEIDE, APC MGWF-001 STREET ADDRESS: 901 Dove Street, Suite 120 CITY: Newport Beach STATE: CA ZIP CODE: 92660 TELEPHONE NO.: (949) 474-8000 FAX NO.: (949) 474-8030 EMAIL ADDRESS: rseide@seidelaw.com ATTORNEY FOR (name): Plaintiff, MORGAN, LEWIS & BOCKIUS LLP,	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles, CA 90012-3014 BRANCH NAME: Stanley Mosk Courthouse - Central Distriev	
PLAINTIFF: MORGAN, LEWIS & BOCKIUS LLP, a Pennsylvania limited liability partnership DEFENDANT: RIGTEG."DCKPDTKF I G."DGEM."RTKEG" (" JGE J V."NNR."c"Ecnkhtpkc"nk o kyg f"nkcdknk{" rctvpgtu jkr=" <input type="checkbox"/> DOES 1 TO RIGTEG"DCKPDTKF I G"R0E0."c"Ecnkhtpkc"eqtrqtcvkqp="cpf" FQGU"3"vq"32."Kpenwukg	
<input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number): COMPLAINT - UNLAWFUL DETAINER*	CASE NUMBER:
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000. <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000. <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue). <input type="checkbox"/> from limited to unlimited. <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue). <input type="checkbox"/> from unlimited to limited.	

1. **PLAINTIFF (name each):**
MORGAN, LEWIS & BOCKIUS LLP, a Pennsylvania limited liability partnership

alleges causes of action against DEFENDANT (name each):
PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California limited liability partnership;
PIERCE BAINBRIDGE P.C., a California corporation
2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
 (2) a public agency. (5) a corporation.
 (3) other (specify): a Pennsylvania limited liability partnership
- b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
3. a. *The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):*
355 S. Grand Avenue, 44th Floor, Los Angeles, CA 90071 (Los Angeles County)
- b. The premises in 3a are (check one)
 (1) within the city limits of (name of city): **Los Angeles**
 (2) within the unincorporated area of (name of county):
- c. The premises in 3a were constructed in (approximate year):
4. Plaintiff's interest in the premises is as owner other (specify):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Page 1 of 4

PLAINTIFF: MORGAN, LEWIS & BOCKIUS LLP, a Pennsylvania limited liability
 DEFENDANT: PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California

CASE NUMBER:

6. a. On or about (*date*): SEE ATTACHMENT 6
defendant (name each):
 PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California limited liability partnership;
 PIERCE BAINBRIDGE P.C., a California corporation
- (1) agreed to rent the premises as a month-to-month tenancy other tenancy (*specify*):
 (2) agreed to pay rent of \$ _____ payable monthly other (*specify frequency*):
 (3) agreed to pay rent on the first of the month other day (*specify*):
- b. This written oral agreement was made with
 (1) plaintiff. (3) plaintiff's predecessor in interest.
 (2) plaintiff's agent. (4) Other (*specify*):
- c. The defendants not named in item 6a are
 (1) subtenants.
 (2) assignees.
 (3) Other (*specify*):
- d. The agreement was later changed as follows (*specify*):
- e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (*Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.*)
- f. (*For residential property*) A copy of the written agreement is **not** attached because (*specify reason*):
 (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 (2) this action is solely for nonpayment of rent (*Code Civ. Proc., § 1161(2)*).
7. The tenancy described in 6 (*complete (a) or (b)*)
- a. is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is (*specify*): This pertains to a commercial tenancy NOT a residential tenancy.
- b. is subject to the Tenant Protection Act of 2019.
8. (*Complete only if item 7b is checked. Check all applicable boxes.*)
- a. The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).
- b. The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff (*check one*)
- (1) waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$ _____
- (2) provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$ _____ to (*name each defendant and amount given to each*):
- c. Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.
9. a. Defendant (*name each*): PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California limited liability partnership; PIERCE BAINBRIDGE P.C., a California corporation
 was served the following notice on the same date and in the same manner:
- (1) 3-day notice to pay rent or quit (5) 3-day notice to perform covenants or quit
 (2) 30-day notice to quit (not applicable if item 7b checked)
 (3) 60-day notice to quit (6) 3-day notice to quit under Civil Code, § 1946.2(c)
 (4) 3-day notice to quit Prior required notice to perform covenants served (*date*):
 (7) Other (*specify*): 5 Business Day Notice to Pay Rent or Quit

PLAINTIFF: MORGAN, LEWIS & BOCKIUS LLP, a Pennsylvania limited liability
 DEFENDANT: PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California

CASE NUMBER:

9. b. (1) On *(date)*: **March 17, 2021** the period stated in the notice checked in 9a expired at the end of the day.
 (2) Defendants failed to comply with the requirements of the notice by that date.
 c. All facts stated in the notice are true.
 d. The notice included an election of forfeiture.
 e. A copy of the notice is attached and labeled Exhibit **A** *(Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)*
 f. One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*
10. a. The notice in item 9a was served on the defendant named in item 9a as follows:
 (1) By personally handing a copy to defendant on *(date)*:
 (2) By leaving a copy with *(name or description)*:
 a person of suitable age and discretion, on *(date)*: _____ at defendant's
 residence business AND mailing a copy to defendant at defendant's place of residence
 on *(date)*: _____ because defendant cannot be found at defendant's residence or usual place of business.
 (3) by posting a copy on the premises on *(date)*: **March 10, 2021**
 AND ~~giving a copy to a person found residing at the premises AND~~ mailing a copy to defendant at the premises
 on *(date)*: **March 10, 2021**
 (a) because defendant's residence and usual place of business cannot be ascertained OR
 (b) because no person of suitable age or discretion can be found there.
 (4) *(Not for 3-day notice; see Civil Code, § 1946, before using)* By sending a copy by certified or registered mail
 addressed to defendant on *(date)*:
 (5) *(Not for residential tenancies; see Civil Code, § 1953, before using)* In the manner specified in a written
 commercial lease between the parties
 b. *(Name)*:
 was served on behalf of all defendants who signed a joint written rental agreement.
 c. Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.
 d. Proof of service of the notice in item 9a is attached and labeled Exhibit **B**.
11. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
 12. At the time the ~~3~~ ⁵ business day notice to pay rent or quit was served, the amount of **rent due** was \$ See Attachment 12
 13. The fair rental value of the premises is \$ **1,446.67** per day.
 14. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). *(State specific facts supporting a claim up to \$600 in Attachment 14.)*
 15. A written agreement between the parties provides for attorney fees.
 16. Defendant's tenancy is subject to the local rent control or eviction control ordinance of *(city or county, title of ordinance, and date of passage)*:

Plaintiff has met all applicable requirements of the ordinances.

17. Other allegations are stated in Attachment 17.
 18. Plaintiff accepts the jurisdictional limit, if any, of the court.

PLAINTIFF: MORGAN, LEWIS & BOCKIUS LLP, a Pennsylvania limited liability
 DEFENDANT: PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California

CASE NUMBER:

19. PLAINTIFF REQUESTS

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. past-due rent of \$ See Attachment 12
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages in the amount of waived rent or relocation assistance as stated in item 8: \$
- g. damages at the rate stated in item 13 from
 (date): April 1, 2021
 for each day that defendants remain in possession through entry of judgment.
- h. statutory damages up to \$600 for the conduct alleged in item 14.
- i. other (specify):

20. Number of pages attached (specify): -9-

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

21. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a-f.)

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone no.:
- d. County of registration:
- e. Registration no.:
- f. Expires on (date):

Date: April 2, 2021

Richard L. Seide

(TYPE OR PRINT NAME)



Richard L. Seide

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 2, 2021

PLEASE SEE ATTACHED VERIFICATION

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF)

ATTACHMENT 6

1
2 Plaintiff, as Sublandlord, and defendant Pierce, Bainbridge, Beck, Price & Hecht LLP, as
3 Subtenant, entered into a written Sublease Agreement dated January 3, 2019 (the "Sublease") for
4 the commercial real property premises known and described as 355 S. Grand Avenue, 44th Floor,
5 Los Angeles, California 90071, for a term expiring on December 31, 2022. Defendant Pierce,
6 Bainbridge, Beck, Price & Hecht LLP pays base rent and additional rent (parking), both due on the
7 first of the month. Current monthly base rent is the sum of \$37,000.00 and current monthly
8 additional rent is the sum of \$6,400.00. Plaintiff is informed and believes, and upon such
9 information and belief alleges, that defendant Pierce Bainbridge P.C. occupies the premises as an
10 unauthorized subtenant or assignee of Pierce, Bainbridge, Beck, Price & Hecht LLP and/or asserts
11 a possessory interest therein.

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ATTACHMENT 12

Defendant Pierce, Bainbridge, Beck, Price & Hecht LLP owes base rent and additional rent in the sum of \$436,358.61 for the period April 1, 2020 through March 31, 2021, as set forth in the notice to pay rent or quit, a copy of which is attached as an exhibit to this complaint.

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ATTACHMENT 17

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The above entitled Court is the proper Court for the commencement of this action as the real property is in fact located in the County of Los Angeles, State of California, within the jurisdiction of the above entitled Court. This action is not subject to the provisions of Section 1812.10 or 2984.4 of the Civil Code of California.

EXHIBIT “A”

NOTICE TO PAY RENT OR QUIT

TO: PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California limited liability partnership; PIERCE BAINBRIDGE, P.C., a California corporation; and all others in possession or claiming a right to possession of the premises:

YOU ARE HEREBY REQUIRED within five (5) business days after this notice is served upon you either:

a. To Pay the following amounts:

<u>Date</u>	<u>Amount:</u>	<u>Representing:</u>
April 2020	\$ 6,769.00	Additional Rent (Parking)
May 2020	\$10,769.00	Base Rent
May 2020	\$ 6,769.00	Additional Rent (Parking)
June 2020	\$35,000.00	Base Rent
June 2020	\$ 6,400.00	Additional Rent (Parking)
July 2020	\$35,000.00	Base Rent
July 2020	\$ 6,400.00	Additional Rent (Parking)
August 2020	\$35,000.00	Base Rent
August 2020	\$ 6,400.00	Additional Rent (Parking)
September 2020	\$35,000.00	Base Rent
September 2020	\$ 6,400.00	Additional Rent (Parking)
October 2020	\$35,000.00	Base Rent
October 2020	\$ 6,400.00	Additional Rent (Parking)
November 2020	\$35,000.00	Base Rent
November 2020	\$ 6,400.00	Additional Rent (Parking)
December 2020	\$35,000.00	Base Rent
December 2020	\$ 6,400.00	Additional Rent (Parking)
January 2021	\$35,451.61	Base Rent
January 2021	\$ 6,400.00	Additional Rent (Parking)
February 2021	\$37,000.00	Base Rent
February 2021	\$ 6,400.00	Additional Rent (Parking)
March 2021	\$37,000.00	Base Rent
TOTAL:	\$436,358.61	

OR

b. To surrender and deliver up possession of said premises to the undersigned. If you fail to do so, legal proceedings will be

commenced against you to recover possession of said premises with such other damages as may be allowed by law.

THE UNDERSIGNED HEREBY DECLARES AND GIVES NOTICE that if said rent is not paid within five (5) business days from the date of service of this notice, the Landlord HEREBY ELECTS TO DECLARE A FORFEITURE of the sublease under which you hold possession of said premises and will proceed to commence legal action for recovery of possession of said premises and for all monies due and owing under the terms of said sublease and will hold you responsible for all expenses incurred in connection therewith.

Sublandlord has reasonably estimated the amounts set forth above to be the amounts now due and owing. The ground upon which your eviction from said premises will be sought is non-payment of rent.

Sublandlord reserves the right to accept partial payments and to proceed, if payment in full is not made within the notice period, with an unlawful detainer action.

Said premises are known and used as 355 S. Grand Avenue, 4th Floor, Los Angeles, California 90071

Payment pursuant to this notice shall be payable to "Morgan, Lewis & Bockius LLP" and shall be delivered to Marc A. Liverant, any other person employed by Sublandlord, at the following address: 300 S. Grand Avenue, 2nd Floor, Los Angeles, CA 90071; Tel No. 213-612-2603. Payment may be made in person. The usual days and hours of business for delivery of payment in person are Mondays through Fridays (holidays excluded), 9:00 a.m. to 5:00 p.m.

Dated: March 9, 2021

MORGAN, LEWIS & BOCKIUS LLP

By: 
Marc A. Liverant, Partner

EXHIBIT “B”

COCHISE PENDLETON
PO BOX 80365
Rancho Santa Margarita, CA 92688
949-678-7378

PROOF OF SERVICE
OF NOTICE
MGWF-001

I declare that I am over the age of eighteen (18) and not a party to this action and that I served the following notice:

- Notice to Pay Rent or Quit (5 Business Days)
- Notice to Pay Late Fees & Legal Fees/Costs or Quit
- Notice to Quit
- Notice of Termination of Tenancy (30) Days

I effected service on the named tenant by:

 PERSONAL SERVICE:
By personally handing the Notice to _____ on _____.
A copy of the notice was mailed to each tenant(s) at the premises address by first class mail with postage fully prepaid on _____ from Mission Viejo, CA.

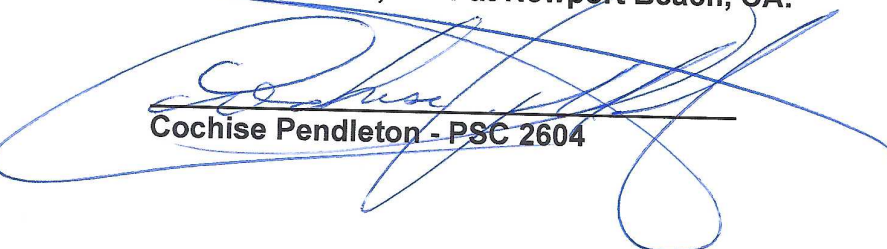
 SUBSTITUTE SERVICE AND MAIL:
By leaving a copy of the Notice for each tenant(s) with _____, a person of suitable age and discretion at the place of business because the named tenant was absent on _____. Thereafter, a copy of the notice was mailed to each tenant(s) at the premises address, by first class mail with postage fully prepaid on _____ at Mission Viejo, CA.

POST AND MAIL:
By posting a copy of the Notice for each tenant(s) in a conspicuous place on the property on 3/10/2021 being no person of suitable age or discretion with whom to leave the Notice. Thereafter, a copy of the notice was mailed to each tenant(s) at the premises address on 3/10/2021, by first class mail from Mission Viejo, CA

PIERCE, BAINBRIDGE, BECK, PRICE & HECHT, LLP, a California limited liability partnership; PIERCE BAINBRIDGE, P.C., a California corporation; and all others in possession or claiming a right to possession
355 S. Grand Avenue, 44th Floor
Los Angeles, California 90071

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on March 10, 2021 at Newport Beach, CA.

Fee: \$ 75.⁰⁰


Cochise Pendleton - PSC 2604

