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9 Kevin & Donna Brewer, et al.

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
JUN 08 2007  
P. Lowe

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JUN 11 2007  
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR RIVERSIDE COUNTY

12 KEVIN & DONNA BREWER; JASON &  
13 MISTY ADAMS; RONNIE R. ANDERSON;  
14 JESUS & ELVIRA ANDRADE; ANTHONY &  
15 PAMELA BARR; ANGELINA LUCY  
16 BLANCHARD; DIXIE ANN BRANSCOME;  
17 CALVIN & DONNA CAMERON; PATRICK &  
18 KATHY CARLTON; ROBERT L. & KAREN B.  
19 CASTO; GARY D. DIXON, SR.; SCOTT  
20 GARRETT; WILLIAM & VICKIE V. GEORGE;  
21 GREGORY GLAUS; MANUEL J., III & LISA  
22 M. GOMES; MICHAEL J. & MARY A.  
23 HAMMEL; PAUL H. & PAMELA SKEEN  
24 HARTMAN; JORGE & SANDY  
25 HERNANDEZ; GREG & KIM JAURENA;  
26 MEL JOHNSON; SHARON KINIKEN; CRAIG  
27 & LISSA MARSTON; DAVE & SHERI  
28 PARSONAGE; JOSEPH PIRO; ISMAEL &  
AMPARO RESENDIZ; RUBEN & SOLEDAD  
RODARTE; MICHAEL F. & KRISTIN  
ROGERS; CARLOS & MAUREEN TORRES;  
ROBERT & VICKI TRAMMELL; GEORGE &  
HERMELINDA VALDEZ; ERIC & ANNE E.  
WEIR; SUSAN WILLIAMS; MARK  
ENNEMOSER & ROCIO TORRES; REBECCA  
CALLEROS & MERCIE SANCHEZ; WALT N.  
WILSON & SUSAN G. ALPERN,

Plaintiffs,

v.

CASE NO.: RIC473016

COMPLAINT FOR DAMAGES:

- 1. STRICT PRODUCTS LIABILITY;
- 2. BREACH OF IMPLIED WARRANTY (MERCHANTABILITY)
- 3. BREACH OF CONTRACT
- 4. NEGLIGENCE
- 5. BREACH OF EXPRESS WARRANTY

BY FAX

1 LENNAR HOMES OF CALIFORNIA, INC., a )  
 2 California Corporation; US HOME )  
 3 CORPORATION, a Delaware Corporation; )  
 4 LENNAR SALES CORP. a California )  
 Corporation; LENNAR HOMES, INC.; and )  
 5 DOES 1 THROUGH 1000, INCLUSIVE, )  
 Defendants. )  
 6 )  
 7 )

8 Plaintiffs allege:

- 9 1. Plaintiffs are individuals residing in the County of Riverside, State of California.  
 10 2. The subjects of this action are the land with single-family dwellings and other  
 11 improvements thereon, owned by Plaintiffs respectively, (hereinafter collectively referred to as the  
 12 "PROPERTY") located in the County of Riverside, State of California, described as follows:  
 13

14	1	Jason & Misty Adams	29860 Cherry Hill Dr, Murrieta, Ca 92563
15	2	Ronnie R. Anderson	38394 Birch Hill Ct, Murrieta, Ca 92563
16	3	Jesus & Elvira Andrade	38362 Birch Hill Ct, Murrieta, Ca 92563
17	4	Anthony & Pamela Barr	38329 Augusta Dr, Murrieta, Ca 92563
18	5	Angelina Lucy Blanchard	38281 Augusta Dr, Murrieta, Ca 92563
19	6	Dixie Ann Branscome	38273 Augusta Dr, Murrieta, Ca 92563
20	7	Kevin & Donna Brewer	38209 Augusta Dr, Murrieta, Ca 92563
21	8	Calvin & Donna Cameron	38254 Willowick Dr, Murrieta, Ca 92563
22	9	Patrick & Kathy Carlton	38270 Willowick Dr, Murrieta, Ca 92563
23	10	Robert L. & Karen B. Casto	29864 Pinehurst Dr, Murrieta, Ca 92563
24	11	Gary D. Dixon, Sr.	38129 Augusta Dr, Murrieta, Ca 92563
25	12	Scott Garrett	29269 Masters Dr, Murrieta, Ca 92563
26	13	William & Vickie V. George	38276 Augusta Dr, Murrieta, Ca 92563
27	14	Gregory Glaus	38124 Augusta Dr, Murrieta, Ca 92563
28	15	Manuel J., III & Lisa M. Gomes	38378 Birch Hill Ct, Murrieta, Ca 92563
	16	Michael J. & Mary A. Hammel	29554 Masters Dr, Murrieta, Ca 92563
	17	Paul H. & Pamela Skeen Hartman	29334 Masters Dr, Murrieta, Ca 92563
	18	Jorge & Sandy Hernandez	29896 Pinehurst Dr, Murrieta, Ca 92563
	19	Greg & Kim Jaurena	29873 Cherry Hill Dr, Murrieta, Ca 92563
	20	Mel Johnson	29889 Cherry Hill Dr, Murrieta, Ca 92563
	21	Sharon Kiniken	38020 Rivera Ct, Murrieta, Ca 92563
	22	Craig & Lissa Marston	29212 Sandtrap Ct, Murrieta, Ca 92563

23	Dave & Sheri Parsonage	38068 Rivera Ct, Murrieta, Ca 92563
24	Joseph Piro	29274 Masters Dr, Murrieta, Ca 92563
25	Ismael & Amparo Resendiz	38044 Rivera Ct, Murrieta, Ca 92563
26	Ruben & Soledad Rodarte	38100 Augusta Dr, Murrieta, Ca 92563
27	Michael F. & Kristin Rogers	38063 Rivera Ct, Murrieta, Ca 92563
28	Carlos & Maureen Torres	38028 Rivera Ct, Murrieta, Ca 92563
29	Robert & Vicki Trammell	29289 Masters Dr, Murrieta, Ca 92563
30	George & Hermelinda Valdez	38212 Augusta Dr, Murrieta, Ca 92563
31	Eric & Anne E. Weir	38241 Augusta Dr, Murrieta, Ca 92563
32	Susan Williams	38201 Augusta Dr, Murrieta, Ca 92563
33	Mark Ennemoser & Rocio Torres	38278 Willowick Dr, Murrieta, Ca 92563
34	Rebecca Calleros & Mercie Sanchez	38292 Augusta Dr, Murrieta, Ca 92563
35	Walt N. Wilson & Susan G. Alpern	29354 Masters Dr, Murrieta, Ca 92563

3. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned and material hereto that Defendant LENNAR HOMES OF CALIFORNIA, INC. was and is a California Corporation, authorized to conduct business in California and engaged in business in the County of Riverside and were the developers and/or general contractors of the PROPERTY and the project(s) within which the PROPERTY is located.

4. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned and material hereto that Defendant US HOME CORPORATION, was and is a Delaware Corporation, authorized to conduct business in California and engaged in business in the County of Riverside and were the developers and/or general contractors of the PROPERTY and the project(s) within which the PROPERTY is located.

5. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned and material hereto that Defendant LENNAR SALES CORP., was and is a California Corporation, authorized to conduct business in California and engaged in business in the County of Riverside and were the developers and/or general contractors of the PROPERTY and the project(s) within which the PROPERTY is located.

1           6.       Plaintiffs are informed and believe and based thereon allege that at all times herein  
2 mentioned and material hereto that Defendant LENNAR HOMES, INC., is authorized to conduct  
3 business in California and engaged in business in the County of Riverside and were the developers  
4 and/or general contractors of the PROPERTY and the project(s) within which the PROPERTY is  
5 located.

6           7.       The names and capacities, whether individual, corporate, associate or otherwise of  
7 certain developers, builders, general contractors, subcontractors and/or their alter egos sued herein  
8 as DOES 1 through 100 inclusive, are presently unknown, and Plaintiffs will amend the Complaint  
9 to insert the same when ascertained. Plaintiffs are informed and believe and based thereon allege  
10 that each of these Defendants was a resident of said County and State and/or have principal offices  
11 or were doing business in said County and State and were and are responsible in some way for the  
12 happenings and damages alleged in this complaint. Said Defendants, along with the Defendants  
13 named above, will hereinafter be referred to as the **"DEVELOPER DEFENDANTS."**

14           8.       In order to build and construct said PROPERTY and project(s) the DEVELOPER  
15 DEFENDANTS hired, retained, employed, or contracted for the services of certain persons or  
16 entities to plan, design, and prepare drawings and specifications for the building of the PROPERTY  
17 and project. The identities of said persons or entities, whether individual, corporate or otherwise,  
18 sued herein as Does 101 through 200, are presently unknown to Plaintiffs who therefore sue such  
19 persons by their fictitious names. Plaintiffs are informed and believe and thereon allege that said  
20 persons or entities are wholly or in some part responsible for the occurrences set forth in the  
21 complaint. These Defendants will hereinafter be referred to as the **"DESIGN DEFENDANTS."**

22           9.       In order to build and construct said project the DEVELOPER DEFENDANTS hired,  
23 retained, employed, or contracted with persons or entities to provide for labor and materials in the  
24 construction of the PROPERTY and project(s). The identities of said persons or entities, whether  
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28

1 individual, corporate, or otherwise, sued herein as Does 201 through 300 are presently unknown to  
2 Plaintiffs who therefore sue such persons by their fictitious names. Plaintiffs are informed and  
3 believe and thereon allege that said persons or entities are wholly or in some part responsible for the  
4 occurrences set for in the Complaint. These Defendants will herein after be referred to as the  
5 **“CONTRACTOR DEFENDANTS.”**

6 10. Plaintiffs are informed and believe and based thereon allege that there were other  
7 persons and entities involved in the planning, design, construction, maintenance, repairs, and sale of  
8 the PROPERTY and project(s). The identities of said persons or entities, whether individual,  
9 corporate, or otherwise, sued herein as Does 301-1000 are presently unknown to Plaintiffs who  
10 therefore sue such persons by their fictitious names. Plaintiffs are informed and believe and thereon  
11 allege that said persons or entities are wholly or in some part responsible for the occurrences set  
12 forth in the complaint. Plaintiffs are informed and believe and based thereon allege that at all times  
13 herein mentioned Defendants and each of them were the agents, servants, employees, assistants and  
14 consultants of their co-Defendants and were as such acting within the course and scope of their  
15 agency and authority of such agency and employment.  
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18  
19  
20 **FIRST CAUSE OF ACTION**

21 **STRICT PRODUCTS LIABILITY**

22 **(DEVELOPER DEFENDANTS)**

23 11. Plaintiffs incorporate by reference all previous paragraphs of this complaint as  
24 though set forth in full herein.

25 12. DEVELOPER DEFENDANTS and each of them, at all times herein mentioned were  
26 in the business of developing and mass producing and/or distributing homes in and, within  
27 Riverside County, State of California, and selling them to members of the public at large.  
28

1           13.     Within the last ten years, the DEVELOPER DEFENDANTS and each of them,  
2 developed and mass produced the PROPERTY and/or otherwise participated in the stream of  
3 commerce for sale of the PROPERTY and in the projects where the PROPERTY is located.

4           14.     At all times herein mentioned and material hereto, DEVELOPER DEFENDANTS  
5 knew and intended that the PROPERTY would be purchased by members of the public at large, and  
6 used by them without further inspection for defects.

7           15.     Plaintiffs purchased the PROPERTY from said DEVELOPER DEFENDANTS and  
8 moved into it with their families.

9           16.     At the time of the purchase by Plaintiffs, the PROPERTY was defective and unfit for  
10 its intended purposes because Defendants did not construct the PROPERTY in a workmanlike  
11 manner as manifested by, but not limited to, numerous defects which have resulted in damage to the  
12 homes and their component parts. The defects include, without limitation and to various degrees on  
13 the plaintiffs' respective residences, the following:

14                   Faulty soil compaction, faulty existing underlying soils and expansive soils  
15                   resulting in soil movement and damage to the structures, concrete slabs,  
16                   flatwork and foundation defects; plumbing defects; electrical defects; drainage  
17                   defects; roof defects; HVAC defects; waterproofing defects; insulation defects,  
18                   window and door defects; landscaping and irrigation defects; framing, siding  
19                   and structural defects; ceramic tile, vinyl flooring and countertop defects;  
20                   drywall defects; fence and retaining wall defects; cabinet and wood trim  
21                   defects; iron defects, fireplace and chimney defects; tub and shower door  
22                   defects; painting defects; sheet metal defects; and stucco defects

23           17.     Within the last 3 years Plaintiffs became aware of the defects and deficiencies. The  
24 Plaintiffs thereafter gave and/or attempted to give DEVELOPER DEFENDANTS due and timely  
25 notice of the defective quality of the above mentioned items.

26           18.     The defects alleged herein above are defects that were not apparent by reasonable  
27 inspection of the PROPERTY at the time of the purchase. The defects thereafter manifested.

28

1 19. Because of the defective conditions of the PROPERTY as herein above alleged,  
2 Plaintiffs have been specifically damaged in the following ways, as well as others which will be  
3 inserted with leave of court when ascertained:

4 A) Plaintiffs will be forced to incur expenses for the restoration and repairs of the  
5 PROPERTY to cure the damage, defects and/or deficiencies. The exact amount of  
6 the damages is presently unknown, except that the costs will exceed the sum of  
7 \$100,000 per home.

8 B) Plaintiffs have been damaged through the diminution in value of the PROPERTY.  
9 Plaintiffs are unaware of the precise amount of such damage but will establish such  
10 amount at time of trial.

11 C) Plaintiffs have been forced to retain expert consultants to analyze and determine the  
12 method of repairing the aforementioned defects and damage. Plaintiffs are unaware  
13 of the precise amount of such damage but will establish such amount at time of trial.

14 20. DEVELOPER DEFENDANTS, and each of them, as developers, mass producers,  
15 builders and sellers and/or otherwise within the stream of commerce are strictly liable and  
16 responsible to Plaintiffs for all damage suffered as a result of the above described damage, defects  
17 and deficiencies in the PROPERTY.

18  
19 **SECOND CAUSE OF ACTION**

20 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

21 **(DEVELOPER DEFENDANTS)**

22 21. Plaintiffs incorporate by reference all previous paragraphs of this complaint as  
23 though set forth in full herein.

24 22. At all times herein mentioned and material hereto DEVELOPER DEFENDANTS  
25 were and now are the merchants and sellers of newly constructed housing, the type of merchandise  
26 sold to Plaintiffs as herein above alleged and described.

27 23. DEVELOPER DEFENDANTS, and each of them, at the time and place of the sale of  
28 the PROPERTY, impliedly warranted that it was properly constructed and of merchantable quality.



1 16, as a result of which Plaintiffs have been specifically damaged as herein above alleged in  
2 Paragraph 19.

3 **FOURTH CAUSE OF ACTION**

4 **NEGLIGENCE**

5 (ALL DEFENDANTS)

6 32. Plaintiffs incorporate by reference all previous paragraphs of this complaint as  
7 though set forth in full herein.

8 33. The aforementioned Defendants so carelessly and negligently planned, constructed,  
9 modified, inspected, and/or performed work and services at the PROPERTY so as to proximately  
10 cause defects and damages to the systems, buildings, and improvements as herein above alleged in  
11 paragraph 16. With regard to those Defendants identified PREVIOUSLY herein as the  
12 "CONTRACTOR DEFENDANTS", Plaintiffs' allegations are limited to that Contractor's scope  
13 of work that is implicated by the opinions of Plaintiffs' experts.

14 34. Because of the carelessness and negligence of each of the Defendants, and as a  
15 proximate result thereof, Plaintiffs have been damaged as previously alleged herein above in  
16 paragraph 19.

17 35. Within the last 3 years Plaintiffs discovered the defective quality of the PROPERTY.

18 36. The defects and damages described herein above in paragraph 16 caused by the  
19 negligently and carelessly performed work of the Defendants, and each of them, were defects not  
20 apparent by reasonable inspection of the PROPERTY at the time of purchase.

21  
22 **FIFTH CAUSE OF ACTION**

23 **BREACH OF EXPRESS WARRANTY**

24 (DEVELOPER DEFENDANTS)

25 37. Original purchaser Plaintiffs incorporate by reference all previous paragraphs of this  
26 complaint as though set forth in full herein.

27 38. Developer defendants expressly warranted through the Real Estate Purchase  
28 Contracts, and other documents that the subject properties were designed, constructed, developed,

1 inspected, and manufactured, in accordance with all the applicable Federal, State and municipal law,  
2 ordinances, rules and regulations and that the subject properties were structurally sound, free of all  
3 material defects and designed and constructed for the intended purposes. Defendants further  
4 warranted that the homes and soils constructed thereon were in good working order and condition  
5 with no deficiencies therein.

6 39. Original purchaser Plaintiffs relied on defendants express representations.

7 40. Defendants breached said warranties in that the properties were not properly  
8 designed and constructed and were defective as set forth in Paragraph 16.

9 41. Within the last three years, original purchaser plaintiffs discovered the defective  
10 quality of the above listed items involving the dwellings and pads. Original purchaser Plaintiffs  
11 thereafter gave DEVELOPER DEFENDANTS that they knew of, and each of them, due and timely  
12 notice of the defective quality of the above mentioned items. DEVELOPER DEFENDANTS failed  
13 and/or refused to rectify said items.

14 42. The damages described hereinabove caused by the breaches of warranty by  
15 DEVELOPER DEFENDANTS, and each of them, were not apparent by reasonable inspection of  
16 the property and project at the time of purchase. The defects and damages were latent and were not  
17 reasonably apparent to original purchaser plaintiffs until on or about the time of notification to the  
18 DEVELOPER DEFENDANTS.

19 43. As a result of the foregoing acts or omissions by defendants, original purchaser  
20 plaintiffs have been damaged as set forth in Paragraph 19.

21  
22 **WHEREFORE**, Plaintiffs pray for judgment against the Defendants, and each of them, as  
23 follows:

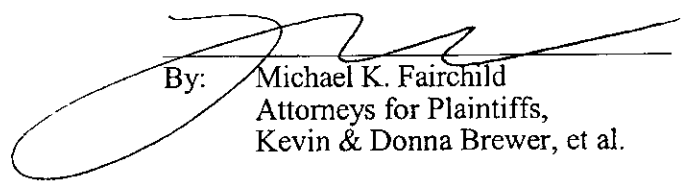
24 **FIRST, SECOND, THIRD, FOURTH, and FIFTH CAUSES OF ACTION:**

- 25 1. For costs of restoration and repairs to the PROPERTY in excess of  
26 \$150,000 per home;  
27 2. For costs of investigation;

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- 3. For diminution of value of the PROPERTY according to proof at time of trial;
- 4. For expert fees and costs of suit;
- 5. For loss of use of the property and relocation expenses;
- 6. For such other and further relief as the Court deems just and proper.

DATED: June 8, 2007 MILSTEIN, ADELMAN & KREGER, LLP

  
By: Michael K. Fairchild  
Attorneys for Plaintiffs,  
Kevin & Donna Brewer, et al.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Michael K. Fairchild (SBN 181610) MILSTEIN, ADELMAN & KREGER, LLP 2800 Donald Douglas Loop North, Santa Monica, CA 90405 TELEPHONE NO.: (310) 396-9600 FAX NO.: (310) 396-9635 ATTORNEY FOR (Name): Plaintiffs, Kevin & Donna Brewer, et al.	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 4050 Main Street MAILING ADDRESS: same as above CITY AND ZIP CODE: Riverside, CA 92501-3703 BRANCH NAME:	
CASE NAME: Brewer, et al. v. Lennar Homes of California, Inc., et al.	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)
	CASE NUMBER: <span style="font-size: 1.2em; font-family: cursive;">R1C473014</span> JUDGE: DEPT.:

All five (5) items below must be completed (see instructions on page 2).

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/PD/WD (23) <b>Non-P/PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input checked="" type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental /Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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BY FAX

2. This case  is  is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                           |                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties                                                     | d. <input checked="" type="checkbox"/> Large number of witnesses                                                                                          |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> Substantial post-judgment judicial supervision                                                                                |
3. Type of remedies sought (check all that apply):  
 a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): Five (please see complaint)
5. This case  is  is not a class action suit.
- Date: June 8, 2007

Michael K. Fairchild \_\_\_\_\_  
 (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, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) 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 1800 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 complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
4050 Main Street  
Riverside, CA 92501  
www.riverside.courts.ca.gov

NOTICE OF TRIAL DEPARTMENT ASSIGNMENT AND CASE MANAGEMENT CONFERENCE

BREWER VS LENNAR HOMES OF CALIFORNIA INC  
CASE NO. RIC473016

The above entitled case is ASSIGNED to the HONORABLE  
JUDGE DOUGLAS E. WEATHERS in Department 03 for ALL PURPOSES.

The Case Management Conference described in Rules of Court 3.721 is  
scheduled for 11/28/07 at 8:30 am/pm in Department 03.

The plaintiff/cross-complainant shall serve a copy of the Notice of  
Trial Department Assignment and Case Management Conference on all  
defendants/cross-defendants named or added to the complaint and file  
proof of service thereof.

Any challenge pursuant to Section 170.6 of the Civil Code of Procedure  
shall be made within twenty (20) days (15 days pursuant to 68616(I) GC  
plus 5 days pursuant to 1013(a) CCP) from the date of this notice of  
assignment, or if the party has not yet appeared, then within fifteen  
(15) days after the party's first appearance.

If this case has been assigned to a Judge Pro Tempore, whose  
appointment as Commissioner is in accordance with Article Six, Section  
Twenty-two of the Constitution of this State and who has been  
appointed as a Temporary Judge pursuant to an order of the Court  
under the authority of Article Six, Section Twenty-one of the  
Constitution and Section 259 of the Civil Code of Procedure; within  
ten (10) days of the date of this notice, the parties MUST file a  
Notice of Non-Stipulation if they do not stipulate to the hearing of  
pre-trial, trial and all subsequent post-trial law and motion matters  
before the Commissioner.

Failure to file such notice within (10) days shall be deemed  
acceptance of the assignment.

DATE OF NOTICE: 06/08/07

CLERK'S CERTIFICATE

I, Clerk of the above entitled Court, do hereby certify that on this  
date, I provided the plaintiff(s) or plaintiffs' attorney of record  
with a copy of the foregoing NOTICE.

CLERK OF THE COURT

Date: 06/08/07

by:

  
PAMELA LOWE