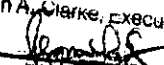


 ORIGINAL

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 25 2010

John A. Clarke, Executive Officer/Clerk
By  Deputy
EUGENIA LOPEZ

1 JEFFREY M. COHON, ESQ. (SBN 131431)
HENRY NICHOLLS, ESQ. (CSB 126129)
2 **COHON & POLLAK, LLP**
1999 Avenue of the Stars, Suite 1100
3 Los Angeles, California 90067
Tel: (310) 231-4470
4 Fax: (310) 231-4610

5 Attorneys for Defendants and Cross-Complainants
Stockwell, Harris, Widom, Woolverton & Muehl, and
6 Defendants George Woolverton, Steven Harris and Edward Muehl

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 RICHARD M. WIDOM,
11
12 vs. Plaintiff,

CASE NO. BC 415845

(Assigned for all purposes to the
Honorable Susan Bryant Deason -- LASC
Dept 52)

13 STOCKWELL, HARRIS, WIDOM,
WOOLVERTON & MUEHL, a
14 California corporation, GEORGE
WOOLVERTON, an individual,
15 STEVEN HARRIS, an individual,
EDWARD MUEHL,
16
17 Defendants.

**SECOND AMENDED CROSS-
COMPLAINT OF STOCKWELL,
HARRIS, WIDOM, WOOLVERTON &
MUEHL AGAINST RICHARD M.
WIDOM AND THE LAW OFFICES
OF RICHARD M. WIDOM, LLP**

JURY TRIAL DEMANDED

18 STOCKWELL, HARRIS, WIDOM,
WOOLVERTON & MUEHL, a
19 California corporation,

20 Cross-Complainant,

21 vs.

22 RICHARD M. WIDOM, an individual;
LAW OFFICES OF RICHARD M.
23 WIDOM, LLP, a California limited
liability partnership

24 Cross-Defendants
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2 Pursuant to California *Code of Civil Procedure* §472, Stockwell, Harris, Widom,
3 Woolverton & Muehl, a California corporation brings this Second Amended Cross-
4 Complaint against Richard L. Widom and The Law Offices of Richard M. Widom, LLP
5 as follows:

6 **BASIS FOR JURISDICTION AND VENUE**

7 1. This Court has jurisdiction over this dispute and venue is proper in this
8 district. The events giving rise to this case occurred in the County of Los Angeles, State
9 of California. Moreover, all of the parties are residents of the County of Los Angeles,
10 State of California. The amount in controversy exceeds \$25,000.

11 **INTRODUCTION**

12 2. Cross-Complainant, Stockwell, Harris, Widom, Woolverton & Muehl is the
13 former incarnation of the workers compensation defense firm now known as Stockwell,
14 Harris, Woolverton & Muehl ("Stockwell" or "the Law Firm"). Prior to 1995, the Law
15 Firm achieved a certain measure of success, but by 1993 the Law Firm had started to
16 contract. From approximately 1993 until about 1995, the number of attorneys at the
17 Law Firm shrunk from about 48 lawyers to about 17 lawyers. When George
18 Woolverton ("Woolverton") joined the Law Firm in 1995, it was stagnant and unable
19 to expand. After Woolverton joined the Law Firm, he was able to generate business
20 which directly increased the Law Firm's size from approximately 18 attorneys to 96,
21 at its peak. Additionally, through Woolverton's direct efforts, the firm increased its
22 number of offices statewide from five (5) to nine (9), where it remains today. Over the
23 years, George Woolverton increased Stockwell's business by an average of 66%, and
24 in many instances more than the two thirds average figure. The benefits enjoyed by the
25 principals of the Law Firm are directly traceable to Woolverton and his extraordinary
26 efforts and business acumen.

27 3. Richard Widom (hereafter "Widom") frequently harassed female members
28 of Stockwell, and in some cases propositioned them to have sexual relations. Widom

1 used his superior position in the Law Firm to make unwanted sexual overtures to female
2 employees of the Law Firm. In each case, Widom demanded silence upon threat of
3 discharge. Widom improperly used Stockwell's internet server to subscribe to various
4 sexually oriented and dating websites including Hornybook.com and match.com,
5 catholicingles.com, jdate.com and eharmony.com. The Law Firm settled each of the
6 claims made against the firm by those that were willing to assert claims.

7 4. Widom also exploited the Law Firm's money in a variety of improper
8 ways, including the use of the Law Firm's money to pay for his honeymoon, expenses
9 associated with at least two trips for Scott and Amy Secor on a vacation in Hawaii, a
10 secret apartment in Brentwood, California and over \$250,000 to Jean Pinto in interior
11 decorating expenses for his personal home, among other improper expenses.

12 5. Widom's behavior at the Law Firm was atrocious, by mistreating numerous
13 employees through bullying, screaming, threatening, exceptionally foul and abusive
14 remarks and displays of uncontrolled rage. Finally, in March, 2009 Widom's behavior
15 threatened to bring down the Stockwell firm when he assaulted and battered his wife
16 and firm employee, Lisa Kerner and then told her to get the f*** out of the marital
17 household. When the principals of the Stockwell firm addressed Kerner's allegations
18 with Widom, they asked him if he would attend anger management courses and to
19 modify his behavior. Widom told the firm's principals to "F*** themselves" and that
20 "I can do whatever I want, to whomever I want, and there is nothing you can do to stop
21 me." Widom's abusive behavior left the firm with no choice but to terminate him from
22 the firm.

23 6. While he was still a shareholder and director of Stockwell, Widom formed
24 his own law firm and called it The Law Offices of Richard M. Widom, LLP ("LORW")
25 and set up shop at 1100 Glendon Avenue, Los Angeles, California 90024. Again, while
26 he was still a shareholder and director of Stockwell, Widom and his new firm poached
27 Stockwell attorneys and interfered in the firm's business and client relations, in
28 violation of the very same agreements he seeks to enforce against defendants in his

1 complaint.

2 **THE PARTIES**

3 7. Stockwell, Harris, Widom, Woolverton & Muehl (currently known as
4 Stockwell, Harris, Woolverton & Muehl) is a California professional corporation duly
5 organized, and qualified to do business in California, with its principal place of business
6 in Los Angeles County.

7 8. Cross-Defendant Richard Widom is an individual and a resident of the
8 State of California, County of Los Angeles.

9 9. On information and belief, Cross-Defendant Law Offices of Richard M.
10 Widom, LLP, is a California limited liability partnership doing business in California,
11 with its principal place of business in Los Angeles County.

12 10. The full extent of the facts linking the fictitiously designated Cross-
13 Defendants with the causes of action alleged herein is unknown to Cross-Complainant
14 at this time. In addition, the true names and capacities, whether individual, corporate,
15 partnership, associate, or otherwise are also unknown to Cross-Complainant at this
16 time. Cross-Complainant therefore designates such defendants as DOES 1 - 10,
17 inclusive, and sues them under those fictitious names.

18 11. To the extent such DOE defendants are corporate entities, Cross-
19 Complainant sues them in that capacity and such corporate entities are responsible for
20 all acts of their employees, agents, representatives and principals as all alleged actions
21 were done within the course and scope of their employment.

22 12. To the extent such DOE defendants are individuals, Cross-Complainant
23 sues them in that capacity and alleges that they took the actions for the benefit of
24 themselves and in concert with the individuals and non-individuals identified in this
25 Cross-Complaint and with any individual or non-individual DOE defendant, and that
26 such individuals are responsible for all acts of their employees, agents, representatives
27 and principals as all alleged actions were done with the consent, approval, authority and
28 permission to undertake such acts.

1 FIRST CAUSE OF ACTION

2 (For Breach of Fiduciary Duty against Cross-Defendants Richard Widom
3 and The Law Offices of Richard M. Widom, LLP)

4 13. STOCKWELL, HARRIS, WIDOM, WOOLVERTON & MUEHL
5 realleges and incorporates paragraphs 1 through 12 as though fully set forth herein.

6 14. On information and belief, Widom has been an attorney licensed to
7 practice law in the State of California since approximately June, 1977.

8 15. At all times since approximately 1978, Widom has been nothing more than
9 an at will employee of the Law Firm, and its prior iterations, through April 2009 when
10 Stockwell terminated his employment.

11 16. In or about 1981, Stockwell issued one share of stock to Widom. At the
12 same time, Widom was elected to Stockwell's Board of Directors.

13 17. In or about 1985, Widom became the Treasurer of the Stockwell firm and
14 assumed virtually complete control over the firm's financial activities.

15 18. In or about 1986, Stockwell issued an additional 10 shares of stock to
16 Widom for a total of 11 shares. At that time, Steven Harris ("Harris") held 12 shares
17 of stock in the Stockwell firm.

18 19. In 1995, Stockwell employed Woolverton. At the time the firm hired
19 Woolverton, he was issued 1 share of stock in the Stockwell firm and shortly thereafter,
20 the Law Firm issued an additional 10 shares to stock for a total of 11 shares. Also at
21 the time Woolverton was hired, the firm was in debt, stagnant and unable to expand.
22 Woolverton represented the Stockwell firm's only viable solution to extricate itself
23 from the debt created by Widom and the only chance to expand and grow the Law Firm.
24 After Woolverton joined the Law Firm, he brought several attorneys to the Law Firm.
25 Also after Woolverton joined the Law Firm, he was able to generate business which
26 directly increased the firm's size from approximately 18 attorneys to 96, at its peak.
27 Additionally, through Woolverton's direct efforts the Law Firm increased its number
28 of offices statewide from five (5) to nine (9). Over the years, George Woolverton

1 increased Stockwell's business by an average of 66%, and in many instances more than
2 the two thirds average figure. The benefits enjoyed by the principals of the Law Firm
3 are directly traceable to Woolverton and his extraordinary efforts and business acumen.

4 20. In contrast, Widom started the Stockwell firm on a path of potential self-
5 destruction. Widom harassed female members of Stockwell, and in some cases
6 propositioned them to have sexual relations. Widom used his superior position in the
7 Law Firm to make unwanted sexual overtures to female employees of the Law Firm.
8 In each case, he demanded silence upon threat of discharge. Widom improperly used
9 Stockwell's internet server to subscribe to various sexually oriented and dating websites
10 including Hornybook.com and match.com, catholicingles.com, jdate.com and
11 eharmony.com. Also, Widom exploited the Law Firm's accounts in a variety of
12 improper ways, including the use of the Law Firm's money to pay for his honeymoon,
13 expenses associated with at least two trips for Scott and Amy Secor on a vacation in
14 Hawaii, a secret apartment in Brentwood, California and over \$250,000 to Jean Pinto
15 in interior decorating expenses for his personal home, among other improper expenses.
16 Widom engaged in this conduct secretly and without the knowledge of the firm's other
17 shareholders.

18 21. In or about 2008, the firm underwent a restructuring. As part of the
19 restructuring, Harris, Widom, Woolverton and Edward Muehl entered into a series of
20 agreements and governing documents, including but not limited to a Buy-Sell
21 Agreement. None of the agreements altered the relationship of the firm's principals
22 with the Law Firm, as they continued to be at will employees before the agreements
23 were signed and after the agreements were signed. Widom was the primary point of
24 contact with the Law Firm's outside counsel, Jonathan Karp. After the Law Firm
25 finalized and signed the various agreements, including the Buy-Sell Agreement, the
26 Stockwell firm reduced the number of shareholders to four: George Woolverton, Steven
27 Harris, Richard Widom and Edward Muehl.

28 ///

1 22. In addition to being stockholders of the Law Firm, Woolverton, Harris,
2 Muehl and Widom were also officers and directors of the Stockwell firm. Prior to, and
3 following the restructuring, Widom was the Treasurer and Chief Financial Officer of
4 the Stockwell firm. In that role, Widom was required to keep and maintain, or cause
5 to be kept and maintained in accordance with generally accepted accounting principles,
6 adequate and correct accounts of the properties and business transactions of the
7 Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains,
8 losses, capital, earnings (or surplus) and shares. Also, Widom was required to deposit
9 all monies and other valuables in the name and to the credit of the Stockwell firm and
10 to render to the president and directors, whenever they requested it, an account of all
11 his transactions and of the financial condition of the law corporation.

12 23. In his capacity as a shareholder, officer (and especially as the Law Firm's
13 Treasurer and Chief Financial Officer) and director of the Stockwell firm, Widom owed
14 a fiduciary duty to the Stockwell firm.

15 24. Widom for himself and on behalf of LORW breached his fiduciary duties
16 to the Stockwell firm in at least the following respects.

17 A. Widom diverted funds of the Stockwell firm to his own personal use
18 including the use of the Law Firms' money to pay for his honeymoon, expenses
19 associated with at least two trips for Scott and Amy Secor on a vacation in Hawaii, a
20 secret apartment in Brentwood, California and over \$250,000 to Jean Pinto in interior
21 decorating expenses for his personal home, causing the Law Firm to pay the automobile
22 insurance premiums for his non-attorney sons and his step-daughter Michelle Kerner,
23 and for causing the firm to be liable for the personal automobile of Lisa Kerner.

24 B. Widom failed to keep and maintain proper financial records and to
25 report to the other shareholders of the Stockwell firm on the financial status of the firm,
26 as requested.

27 C. Starting on or about April 23, 2009, Widom and LORW unlawfully
28 poached attorneys employed by the Law Firm while he was still a shareholder and

1 director, and induced them to join LORW.

2 D. Widom and LORW established a competing law firm and diverted
3 clients of the Stockwell firm to LORW, including while he was still a shareholder and
4 director of the Stockwell firm.

5 E. Widom exposed the Stockwell firm to significant damages by
6 assaulting and battering Lisa Kerner, an employee of the Stockwell firm.

7 F. Widom caused injury to Ted Hirschberger ("Hirschberger") during
8 his employment with the Law Firm. Hirschberger filed a workers compensation claim
9 against the Law Firm and obtained an award against Stockwell. The basis for
10 Hirschberger's claim against Stockwell was his mistreatment by Widom.

11 25. Widom's conduct benefitted LORW and him personally and to the
12 detriment of the Stockwell firm in that he diverted to his own use money belonging to
13 the Law Firm. Moreover, Widom and LORW caused harm to the Law Firm by causing
14 it to incur expenses that it otherwise would not have incurred but for Widom's breach
15 of fiduciary duties.

16 26. As a direct and proximate consequence of Widom's and LORW's breaches
17 of fiduciary duties, Stockwell has suffered damages in an amount to be proven at trial,
18 but in no event less than \$1,000,000.00.

19 **SECOND CAUSE OF ACTION**

20 (For Interference with Contract against Cross-Defendants Richard Widom and
21 The Law Offices of Richard M. Widom, LLP)

22 27. STOCKWELL, HARRIS, WIDOM, WOOLVERTON & MUEHL
23 realleges and incorporates paragraphs 1 through 26 as though fully set forth herein.

24 28. Stockwell had employment contracts with employees of the firm, including
25 Jennifer Savey, Jason Collier, Scott Secor, Elena Mavros and Sara Hiscott.

26 29. Widom and LORW knew of Stockwell's existing contracts and business
27 relationships with Jennifer Savey, Jason Collier, Scott Secor, Elena Mavros and Sara
28 Hiscott.

1 30. Despite knowing of these contracts and existing employment relationships,
2 Widom and the LORW intentionally interfered with those contracts and employment
3 relationships by inducing them to leave Stockwell and join his competing law firm and
4 to bring cases from the Stockwell firm to LORW.

5 31. The acts of Widom and LORW were intentional and wrongful in that
6 Widom violated his fiduciary duties as he was still a shareholder and director of
7 Stockwell at the time that he interfered with the foregoing employment relationships,
8 and at the time he formed LORW. Moreover, Widom's conduct was intentional and
9 wrongful as he breached the non-competition provisions of paragraph 6 of the Deferred
10 Compensation Agreement attached as Exhibit "A" to his First Amended Complaint, the
11 very same agreement that he seeks to enforce against the Defendants. Additionally,
12 Widom's and LORW's conduct was intentional and wrongful as they interfered with
13 the foregoing employment relationships by inducing the departing attorneys to take
14 legal files which were being handled by Stockwell.

15 32. As a direct result of the actions of Widom and LORW, Stockwell was
16 damaged in an amount according to proof due to the loss of ongoing income that would
17 have been generated from the departure of Stockwell employees and cases being
18 handled by the Law Firm, but in no event less than \$10,000,000.00.

19 33. The actions of Widom and LORW were undertaken with fraud, malice or
20 oppression, or with a conscious disregard of the rights of the Law Firm, and, therefore,
21 Stockwell is entitled to an award of exemplary and punitive damages against WIDOM
22 and LORW in an amount according to proof.

23 **THIRD CAUSE OF ACTION**

24 (For Interference with Business Advantage against Cross-Defendant
25 Richard Widom and The Law Offices of Richard M. Widom, LLP)

26 34. STOCKWELL, HARRIS, WIDOM, WOOLVERTON & MUEHL
27 realleges and incorporates paragraphs 1 through 33 as though fully set forth herein.
28

1 35. Stockwell had an ongoing relationship with Zurich North American
2 Insurance Company and various third party administrators.

3 36. Widom and LORW knew of Stockwell's ongoing business relationships
4 with Zurich North American Insurance Company and various other insurers and third
5 party administrators.

6 37. Through his communications with Domineck Diccio and others at Zurich
7 North American Insurance Company, Widom on behalf of himself and LORW
8 intentionally interfered with Stockwell's prospective economic advantage and from
9 Stockwell's ongoing relationships with its clients, including but not limited to Zurich
10 North American Insurance Company.

11 38. Widom's misconduct was independently unlawful in that it is proscribed
12 by some constitutional, statutory, regulatory, common law, or other determinable legal
13 standard as set forth in *Reeves v. Hanlon* (2004) 35 Cal.4th 1140. The conduct of
14 Widom and LORW was independently wrongful when measured against California
15 statutory, regulatory and common law proscriptions:

16 A. California *Business & Professions Code* §17200 prohibits unlawful,
17 unfair or fraudulent business practices.

18 B. California State Bar Rule Number 1-400 which prohibits improper
19 solicitation of former, present or prospective clients and State Bar Rule Number 1-200
20 which prohibits a member from knowingly assisting, soliciting or inducing any
21 violation of these rules or State Bar Act.

22 C. The common law rule against breaching a fiduciary duty, which
23 Widom still owed to Stockwell by virtue of his status as a shareholder and director of
24 Stockwell at the time of his unlawful conduct.

25 D. The common law rule against the breach of a written contract, which
26 Widom had with Stockwell and which, inter alia, prohibited the taking of Stockwell
27 clients. See, e.g., paragraph 6 of the Deferred Compensation Agreement of Richard
28 Widom attached to Widom's Second Amended Complaint.

1 E. California *Civil Code* §1709, et seq, which prohibits fraudulent and
2 deceptive representations to induce third parties to alter their position.

3 39. As a direct result of the actions of Widom and LORW, Stockwell has been
4 damaged in an amount according to proof at trial, but in no event less than
5 \$4,000,000.00.

6 40. The actions of Widom and LORW were undertaken with fraud, malice or
7 oppression, or with a conscious disregard of the rights of the Law Firm, and, therefore,
8 Stockwell is entitled to an award of exemplary and punitive damages against Widom
9 and LORW in an amount according to proof.

10 **FOURTH CAUSE OF ACTION**

11 (For Violation of Labor Code §§2854, 2865 Against
12 Cross-Defendant Richard Widom)

13 41. STOCKWELL, HARRIS, WIDOM, WOOLVERTON & MUEHL
14 realleges and incorporates paragraphs 1 through 40 as though fully set forth herein.

15 42. At all times herein mentioned, Widom was an employee of Stockwell.

16 43. During his employment with Stockwell, Widom was responsible for certain
17 aspects of the Law Firm's management, including but not limited to the supervision of
18 firm employees and in the management of the firm's financial affairs. Pursuant to the
19 provisions of Labor Code §2854, Widom was required to exercise ordinary care and
20 diligence in the discharge of those duties.

21 44. Widom breached the aforementioned duties by the following acts and
22 omissions:

23 A. Widom diverted funds of the Stockwell firm to his own personal use
24 including the use of the Law Firms' money to pay for his honeymoon, expenses
25 associated with at least two trips for Scott and Amy Secor on a vacation in Hawaii, a
26 secret apartment in Brentwood, California and over \$250,000 to Jean Pinto in interior
27 decorating expenses for his personal home, causing the firm to pay the automobile
28

1 insurance premiums for his non-attorney sons and his step-daughter Michelle Kerner,
2 and for causing the firm to be liable for the personal automobile of Lisa Kerner.

3 B. Widom failed to keep and maintain proper financial records and to
4 report to the other shareholders of the Stockwell firm.

5 C. Widom exposed the Stockwell firm to significant damages by
6 assaulting and battering Lisa Kerner, an employee of the Stockwell firm.

7 D. Widom caused injury to Ted Hirschberger during the employment
8 with the Law Firm.

9 45. As a direct and proximate result of Widom's conduct, as described above,
10 Stockwell has suffered damages in an amount to be proven at trial, including but not
11 limited to all attorneys fees incurred by Stockwell as a consequence of Widom's
12 actions, but in no event less than \$2,000,000.00.

13 **FIFTH CAUSE OF ACTION**

14 (For an Accounting against Cross-Defendants Richard Widom and
15 The Law Offices of Richard M. Widom, LLP)

16 46. STOCKWELL HARRIS, WIDOM, WOOLVERTON & MUEHL realleges
17 and incorporates paragraphs 1 through 45 as though fully set forth herein.

18 47. As alleged above, Widom was a fiduciary of the Stockwell firm.

19 48. During the period when Widom was a shareholder and director of the Law
20 Firm, he induced attorneys at Stockwell to leave Stockwell and to bring as many of the
21 Law Firm's cases as possible to his Widom's firm, the Law Offices of Richard M.
22 Widom, LLP.

23 49. Moreover, during the period when Widom was an employee, shareholder
24 and director of the Law Firm, he diverted the Law Firm's funds to his own personal use
25 and enjoyment and for the benefit of LORW.

26 50. Stockwell is entitled to an accounting from Widom and LORW of all
27 monies diverted by him and LORW and of all money generated from the transfer of
28 clients and attorneys from Stockwell to Widom's new firm, LORW.

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18/25/13

- 1 6. For an award of attorneys fees, and;
2 7. For such other further relief which the Court deems just and proper.

3 DATED: October 25, 2010

COHON & POLLAK, LLP

5 By: Jeffrey M. Cohon

6 Jeffrey M. Cohon

7 Attorneys For Defendant and Cross-
8 Complainant Stockwell, Harris, Widom,
9 Woolverton & Muehl, and Defendants George
10 Woolverton, Steven Harris and Edward Muehl

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the
4 age of 18 and not a party to the within action; my business address is: 1999 Avenue of
the Stars, Suite 1100, Los Angeles, California 90067.

5 On October 25, 2010, I served the foregoing document described as: **SECOND**
6 **AMENDED CROSS-COMPLAINT OF STOCKWELL, HARRIS, WIDOM,**
7 **WOOLVERTON & MUEHL AGAINST RICHARD M. WIDOM AND THE LAW**
8 **OFFICES OF RICHARD M. WIDOM, LLP** on the interested parties in this action:

9 ☐ by placing the true copies thereof enclosed in sealed envelopes addressed as
10 stated on the attached mailing list:

11 ☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes
12 addressed as follows:

13 Steven Cochrane, Esq.
14 Stacey McKee Knight, Esq.
15 Melissa Glousman, Esq.
16 **KATTEN MUCHIN ROSENMAN, LLP**
17 2029 Century Park East, Suite 2600
18 Los Angeles, California 90067
19 Fax (310) 788-4471
20 email: stacey.knight@kattenlaw.com

21 Heather L. McCloskey, Esq.
22 **SEDGWICK DETERT MORAN & ARNOLD, LLP**
23 801 S. Figueroa Street, 19th Floor
24 Los Angeles, CA 90017-5556
25 Fax (213) 426-6921
26 email: heather.mccloskey@sdma.com

27 ☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and
28 processing correspondence for mailing. Under that practice it would be deposited with
U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles,
California in the ordinary course of business. I am aware that on motion of the party
served, service is presumed invalid if postal cancellation date or postage meter date is
more than one day after date of deposit for mailing in affidavit.

☐ **BY PERSONAL SERVICE:** I delivered such envelope by hand to the persons listed above.

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

Executed on October 25, 2010, at Los Angeles, California.

26
27 
28 Maryann Ortega