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6 Attorneys for Plaintiff

INDEXED PLFF	
INDEXED DEFT	
REGISTERED	6
ASSIGNED TO DEPT. No.	7
	8
	9
PRESIDING JUDGE	

FILED
San Francisco County Superior Court
MAR 31 1983
CARL M. OLSEN, Clerk
BY *D. [Signature]* Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

\$95⁰⁰

10 ERIN K. BELL, MARY M. COHN and
11 SUSAN CRAIG,)
12 Plaintiffs,)
13 vs.)
14 JANE FONDA'S WORKOUT, aka THE)
15 WORKOUT, INC., a corporation,)
16 JANE FONDA, and DOES I through)
17 XX, inclusive,)
18 Defendants.)

NO. **807215**
COMPLAINT FOR DAMAGES
FOR SEX DISCRIMINATION,
EQUAL PAY AND MINIMUM
WAGE VIOLATIONS, ETC.

18 COME NOW, plaintiffs, and each of them, and complain of
19 defendants, and each of them, as follows:

20 FIRST CAUSE OF ACTION
21 (SEX DISCRIMINATION)

22 1. At all times mentioned herein, defendants JANE FONDA'S
23 WORKOUT, aka THE WORKOUT, INC. (hereinafter "The workout") was an
24 employer within the meaning of Government Code §12925(c) and a
25 corporation organized and doing business under the laws of the
26 State of California with its principal place of business at 8835
27 West Olympic Boulevard, 2008, Beverly Hills, California 90211,
28 engaged in the business of being an exercise studio.

1 2. Plaintiffs are informed and believe and thereon allege
2 that defendant JANE FONDA (hereinafter "Fonda") is and at all
3 times herein mentioned was the principal owner of stock of defen-
4 dant The Workout. There exists and at all times herein has
5 existed a unity of interest and ownership between defendant Fonda
6 and defendant The Workout, such that any individuality and
7 separateness of these defendants has ceased and defendant Fonda
8 is the alter ego of defendant The Workout in the following ways:

9 a. The individual defendant Fonda has at all times
10 herein mentioned exercised total dominion and control over
11 the corporate defendant;

12 b. The individual defendant was the first and
13 plaintiffs are informed and believe and thereon allege the
14 controlling director of the corporate defendant;

15 c. The individual defendant owns or substantially
16 controls all of the stock of the corporate defendant;

17 d. Plaintiffs are informed and believe and thereon
18 allege that the individual defendant and the corporate
19 defendant have so intermingled their personal and financial
20 affairs that the corporate defendant was and is the alter
21 ego of the individual defendant;

22 e. Defendant Fonda completely controls the officers
23 and directors of said corporation;

24 f. Adequate corporate records have not been kept.
25 Adherence to the fiction of the separate existences of defendant
26 The Workout and defendant Fonda would sanction fraud and/or
27 promote injustice in the manner set forth hereinafter.

28 3. Plaintiffs are ignorant of the true names and

1 capacities, whether individual, corporate, associate or otherwise
2 of defendants DOES 1 through XX, and therefore sue said defen-
3 dants by such fictitious names. Plaintiffs will amend the Com-
4 plaint accordingly to show their true names and capacities when
5 the same have been ascertained. Plaintiffs are informed and
6 believe and on that basis allege that each of the defendants
7 designated herein as a DOE is legally responsible in some manner
8 for the events and happenings herein referred to, resulting in
9 the damages proximately sustained by the plaintiffs, as herein-
10 after alleged.

11 4. At all times herein mentioned each defendant was the
12 agent, servant and employee of each and all other defendants and
13 were acting within the course and scope of said employment and
14 has approved, authorized and/or ratified each of the acts and
15 omissions herein alleged.

16 5. Plaintiff ERIN K. BELLI (hereinafter "Bell") was employed
17 as a Nautilus Instructor by defendant The Workout from
18 October 12, 1981 to December 10, 1982 at defendant The Workout's
19 San Francisco facility located at 170 Maiden Lane, San Francisco,
20 California 94108. Plaintiff Bell's employment with defendant The
21 Workout was terminated for lack of work, defendant The Workout
22 having closed its Nautilus Room for lack of profitability on or
23 about December 10, 1982. At all times mentioned herein plaintiff
24 Bell performed her job duties in a competent and responsible
25 fashion and was a satisfactory employee. At the time of her
26 termination, plaintiff Bell was paid \$6.00 per hour.

27 6. Plaintiff MARY M. CONN (hereinafter "Conn") was employed
28 as a Nautilus Instructor by defendant The Workout from

1 October 12, 1981 to approximately October 8, 1982 at defendant
2 The Workout's San Francisco facility located at 170 Maiden Lane,
3 San Francisco, California 94108. Plaintiff Conn's employment
4 with defendant The Workout was terminated in anticipation of lack
5 of work, defendant The Workout having decided to close its
6 Nautilus Room for lack of profitability. At all times mentioned
7 herein plaintiff Conn performed her job duties in a competent and
8 responsible fashion and was a satisfactory employee. At the time
9 of her termination, plaintiff Conn was paid \$6.00 per hour.

10 7. Plaintiff SUSAN CRAIG (hereinafter "Craig") was employed
11 as a Nautilus Instructor by defendant The Workout from
12 October 12, 1981 to May 15, 1982 at defendant The Workout's San
13 Francisco facility located at 170 Maiden Lane, San Francisco,
14 California 94108. Plaintiff Craig chose to terminate her employ-
15 ment with defendant The Workout on or about May 15, 1982. At all
16 times mentioned herein plaintiff Craig performed her job duties
17 in a competent and responsible fashion and was a satisfactory
18 employee. At the time of her termination, plaintiff Craig was
19 paid \$6.00 per hour.

20 8. Plaintiffs are informed and believe and thereon allege
21 that male Nautilus Instructors were paid more than plaintiffs
22 were paid for job duties entailing equal skill, effort and
23 responsibility which job duties were performed under similar
24 working conditions. These male instructors received at least
25 \$7.00 per hour, while plaintiffs were paid \$6.00 per hour and
26 plaintiffs are informed and believe and thereon allege that at
27 least one such male Nautilus Instructor was paid \$8.50 per hour
28 while plaintiffs were never paid more than \$6.00 per hour for

1 this work.

2 9. Plaintiffs are informed and believe and thereon allege
3 that defendant The Workout subjected plaintiffs to differential
4 and less favorable terms and conditions of employment because of
5 their sex, female. Plaintiffs pray leave to amend their Com-
6 plaint accordingly when the full extent of the unfair and unlaw-
7 ful conduct of defendants and each of them is discovered.

8 10. Plaintiffs have filed charges of sex discrimination in
9 employment with the Department of Fair Employment and Housing,
10 pursuant to Government Code §§12900, et seq. The Department of
11 Fair Employment and Housing cannot effectuate a complete remedy
12 and therefore plaintiffs seek this Court's relief.

13 11. The wrongful acts described in paragraphs 8 and 9
14 herein violated plaintiffs' rights and Government Code §§12900,
15 et seq. by denying plaintiffs equal employment opportunities and
16 equal terms and conditions of employment because of their sex,
17 female.

18 12. By reason of the wrongful acts of defendants, and each
19 of them, plaintiffs have suffered loss of income in an amount
20 presently unascertained.

21 13. As a further direct and proximate result of the acts
22 complained of herein, plaintiffs have suffered indignation, humili-
23 ation and distress, all to their general damage in an amount in
24 excess of the jurisdictional minimum of this Court.

25 14. The acts and omissions of defendants, and each of them,
26 as aforesaid, were done by defendants willfully, intentionally,
27 fraudulently, maliciously, in conscious disregard of plaintiffs'
28 rights and designed to harass and oppress plaintiffs. As a

1 result of said actions by defendants, said defendants and each of
2 them were unjustly enriched. Thereby, plaintiffs are entitled to
3 and pray for an award of punitive and exemplary damages in the
4 amount of Three Million Dollars (\$3,000,000).

5 WHEREFORE, plaintiffs pray for judgment as hereinafter set
6 forth.

7 SECOND CAUSE OF ACTION

8 (EQUAL PAY VIOLATION, LABOR CODE §1197.5)

9 15. Plaintiffs reallege and incorporate herein by reference
10 as though set forth fully herein each and every allegation con-
11 tained in paragraphs 1 through 8 of the First Cause of Action set
12 forth above.

13 16. Plaintiffs are informed and believe and thereon allege
14 that defendant The Workout failed to maintain accurate records
15 regarding plaintiffs' work, including but not limited to records
16 of schedules, assignments and work performed, which records must
17 be maintained pursuant to Labor Code §1197.5(d).

18 17. Plaintiffs are informed and believe and thereon allege
19 that defendant The Workout destroyed records of schedules,
20 assignments and worked performed, which records must be main-
21 tained for a two year period pursuant to Labor Code §1197.5(d).

22 18. The wrongful acts alleged in paragraphs 8, 16 and 17
23 herein violated Labor Code §1197.5, damaging plaintiffs, and each
24 of them, in an amount not presently ascertained.

25 WHEREFORE, plaintiffs pray for judgment as hereinafter set
26 forth.

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THIRD CAUSE OF ACTION

(MINIMUM WAGE VIOLATION, LABOR CODE §1197)

19. Plaintiffs reallege and incorporate herein by reference as though set forth fully herein each and every allegation contained in paragraphs 1 through 7 of the First Cause of Action set forth above.

20. At the commencement of their employment by defendant The Workout plaintiffs were required by their employer to attend training classes, which classes were for the sole benefit of their employer, and which requirement arose in the course and scope of plaintiffs' employment by defendants and each of them. At no time did defendants pay any compensation to plaintiffs for their performance of these job duties, in violation of Labor Code §1197.

21. Plaintiffs were damaged by the wrongful acts alleged in paragraph 20 in an amount not presently ascertained.

WHEREFORE, plaintiffs pray for judgment as hereinafter set forth.

FOURTH CAUSE OF ACTION

(FAILURE TO PAY OVERTIME, LABOR CODE §1350.5)

22. Plaintiffs reallege and incorporate herein by reference as though set forth fully herein each and every allegation contained in paragraphs 1 through 7 of the First Cause of Action set forth above.

23. From time to time in the course of their employment by defendants, plaintiffs Bell and Conn were required to and did work in excess of eight hours in any one day and/or 40 hours in any one week. Defendants failed and refused to pay wages at the

1 rate of one and one-half times the regular rate of pay for such
2 work, in violation of Labor Code §1350.5, until September 1982.
3 On or about September 1982 defendants paid to plaintiffs Bell and
4 Conn an amount less than the full unpaid wages then due and owing
5 and thereafter defendants have failed and refused to pay the
6 remaining sums to these plaintiffs.

7 24. Plaintiffs Bell and Conn were damaged by the wrongful
8 acts alleged in paragraph 23 in an amount not yet ascertained.

9 WHEREFORE, plaintiffs pray for judgment as hereinafter set
10 forth.

11 FIFTH CAUSE OF ACTION

12 (BREACH OF EMPLOYMENT CONTRACT)

13 25. Plaintiffs reallege and incorporate herein by reference
14 as though set forth fully herein each and every allegation con-
15 tained in paragraphs 1 through 4, 6 and 14 of the First Cause of
16 Action set forth above.

17 26. On or about September 1982 defendants promised to all
18 Nautilus Instructors, including plaintiff Conn, that in closing
19 the Nautilus Room, the Nautilus Instructors would be laid off in
20 reverse seniority order and with severance pay in return for the
21 employees remaining available to defendants for performance of
22 their job duties until final closure of the Nautilus Room.

23 27. The promises alleged in paragraph 26 constituted an
24 oral contract of employment.

25 28. Plaintiff Conn kept herself at all times available,
26 ready and willing to perform all of the duties and obligations on
27 her part required by said contract and did not seek other
28 employment.

1 29. On or about October 8, 1982 plaintiff Conn's employment
2 was terminated by defendant The Workout before the termination of
3 employment of other Nautilus Instructors with less seniority than
4 plaintiff Conn, and without the payment of any severance amount,
5 in breach of said oral contract and in breach of the implied
6 covenant of good faith and fair dealing.

7 30. By reason of the acts alleged, plaintiff Conn has been
8 generally damaged in a sum presently unascertained, the exact
9 amount of which will be shown according to proof at trial.

10 WHEREFORE, plaintiffs pray for judgment as hereinafter set
11 forth.

12 SIXTH CAUSE OF ACTION

13 (NEGLIGENT BREACH OF EMPLOYMENT CONTRACT)

14 31. Plaintiffs reallege and incorporate herein by reference
15 as though set forth fully herein each and every allegation con-
16 tained in paragraphs 1 through 4, 6 of the First Cause of Action
17 set forth above and 26 through 29 of the Fifth Cause of Action.

18 32. Since the execution of said employment contract and at
19 all times pertinent, defendants and each of them negligently
20 performed and negligently failed to perform under the terms of
21 said contract, as aforesaid, to plaintiff Conn's financial
22 detriment.

23 33. By reason of the facts alleged, plaintiff Conn has been
24 generally damaged in an amount unascertained, the exact amount of
25 which will be shown according to proof at trial.

26 WHEREFORE, plaintiffs pray for judgment as hereinafter set
27 forth.

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SEVENTH CAUSE OF ACTION
(UNLAWFUL TERMINATION)

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3 34. Plaintiffs reallege and incorporate herein by reference
4 as though set forth fully herein each and every allegation con-
5 tained in paragraphs 1 through 4 and 6 of the First Cause of
6 Action set forth above and paragraph 26 of the Fifth Cause of
7 Action.

8 35. On or about October 12, 1982 plaintiff Conn's
9 employment was terminated by defendants before the termination of
10 employment of other Nautilus Instructors with less seniority than
11 plaintiff Conn, and without the payment of any severance amount
12 due to plaintiff Conn's having voiced dissatisfaction with the
13 terms and conditions of her employment.

14 36. Defendants' actions in terminating the employment of
15 plaintiff Conn was arbitrary and capricious and violated the
16 express and implied agreements between defendants, and each of
17 them, and plaintiff Conn as to the terms of the termination of
18 her employment.

19 37. By reason of the wrongful acts of defendants, and each
20 of them, plaintiff Conn has suffered a loss of income in an
21 amount not yet ascertained.

22 38. The acts and omissions of defendants, and each of them,
23 as aforesaid, were done by defendants willfully, intentionally,
24 fraudulently, maliciously, in conscious disregard of plaintiff's
25 rights and designed to harass and oppress plaintiff. As a result
26 of said actions by defendants, said defendants and each of them
27 were unjustly enriched. Thereby, plaintiff Conn is entitled to
28 and prays for an award of punitive and exemplary damages in an

1 amount according to proof at trial.

2 WHEREFORE, plaintiff prays for judgment as hereinafter set
3 forth.

4 EIGHTH CAUSE OF ACTION

5 (ACTUAL FRAUD)

6 39. Plaintiffs reallege and incorporate herein by reference
7 as though set forth fully herein each and every allegation con-
8 tained in paragraphs 1 through 9, 13, and 14 of the First Cause
9 of Action, paragraphs 16 and 17 of the Second Cause of Action,
10 paragraph 20 of the Third Cause of Action, paragraph 23 of the
11 Fourth Cause of Action, paragraphs 26 through 29 of the Fifth
12 Cause of Action, and paragraphs 35 and 36 of the Seventh Cause of
13 Action set forth above.

14 40. Defendants, and each of them, were at all times rele-
15 vant parties to an employment contract with plaintiffs, and each
16 of them, pursuant to which contract defendants, and each of them,
17 became fiduciaries with respect to plaintiffs and their dealings
18 with plaintiffs in the employment relationship.

19 41. On and continually after October 12, 1981 defendants,
20 and each of them, falsely, fraudulently and with intent to
21 deceive and defraud plaintiffs, represented to plaintiffs that
22 they would treat them with especial fairness as to their rights
23 and status as women, that they were abiding by all applicable
24 laws of the United States and the State of California and did
25 more than abide by the laws of the State of California as they
26 relate to employer-employee relations.

27 42. Said representations were materially false and were
28 then and there known by defendants and each of them to be false

1 in that it was the true intention of defendants and each of them
2 to lull plaintiffs into feelings of confidence and trust in the
3 good intentions of defendants in order to subject plaintiffs to
4 unlawful, unfair and differential terms and conditions of employ-
5 ment for the direct benefit of defendants and each of them and to
6 further their political ambitions.

7 43. Plaintiffs reasonably believed and relied upon said
8 representations made by defendants and each of them and were
9 thereby induced to enter into and remain in the employment rela-
10 tionship and to continue to perform their duties and to defer
11 and/or forbear from seeking redress as provided by the laws of
12 the State of California.

13 44. At all times herein pertinent the representations made
14 by defendants and each of them were made when a fiduciary rela-
15 tionship existed between plaintiffs and defendants and each of
16 them.

17 45. Plaintiff Bell discovered the facts of the fraud and
18 deceit on or about November-December 1982. Plaintiffs Conn and
19 Craig discovered the facts of the fraud and deceit in January
20 1983 upon being informed of said facts by plaintiff Bell in the
21 first instance.

22 46. As a proximate result of the representations of defen-
23 dants and each of them to plaintiffs as aforesaid, plaintiffs
24 have been damaged in a sum not yet fully ascertained, to be
25 determined by proof at trial.

26 47. In committing the acts and omissions as heretofore
27 described, defendants and each of them acted willfully, wantonly,
28 maliciously and with the intention to defraud and oppress plain-

1 tiffs and by reason thereof, plaintiffs are entitled to punitive
2 and exemplary damages.

3 WHEREFORE, plaintiffs pray for judgment as hereinafter set
4 forth.

5 NINTH CAUSE OF ACTION
6 (CONSTRUCTIVE FRAUD)

7 48. Plaintiffs reallege and incorporate herein by reference
8 as though set forth fully herein each and every allegation con-
9 tained in paragraphs 1 through 9, 13, and 14 of the First Cause
10 of Action, paragraphs 16 and 17 of the Second Cause of Action,
11 paragraph 20 of the Third Cause of Action, paragraph 23 of the
12 Fourth Cause of Action, paragraphs 26 through 29 of the Fifth
13 Cause of Action, paragraphs 35 and 36 of the Seventh Cause of
14 Action and paragraphs 40 through 43 of the Eighth Cause of Action
15 set forth above.

16 49. The actions of defendants and each of them, as herein-
17 above described, were done maliciously, intentionally, willfully,
18 and with intent to defraud plaintiffs, were done to obtain an
19 undue advantage over plaintiffs and were done in disregard of
20 plaintiffs' rights, thereby entitling plaintiffs to punitive
21 damages.

22 50. Plaintiffs have demanded full compensation and restitu-
23 tion of all their rights, privileges and duties from defendants
24 and each of them, which demands have been refused by defendants.

25 51. Plaintiffs are presently unaware of the extent of their
26 general and special damages proximately resulting from the fore-
27 going, the exact amount of which will be shown according to proof
28 at trial.

1 WHEREFORE, plaintiffs pray for judgment as hereinafter set
2 forth.

3 TENTH CAUSE OF ACTION

4 (POLITICAL ACTIVITY REQUIRED, LABOR CODE §1101)

5 52. Plaintiffs reallege and incorporate herein by reference
6 as though set forth fully herein each and every allegation con-
7 tained in paragraphs 1 through 7 and 14 of the First Cause of
8 Action set forth above.

9 53. Plaintiffs are informed and believe and thereon allege
10 that defendants and each of them at all times maintained a policy
11 of providing preferential and more advantageous job conditions to
12 employees who engaged in political activities in association with
13 and/or under the control of defendant Fonda or the Campaign for
14 Economic Democracy, a political organization under the control of
15 defendant Fonda.

16 54. The acts alleged in paragraph 53 were in violation of
17 Labor Code §1101, damaging plaintiffs in an amount not presently
18 ascertained.

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1 WHEREFORE, plaintiffs Bell, Conn and Craig pray for judgment
2 as follows:

- 3 1. General damages according to proof at trial;
4 2. Special damages according to proof at trial;
5 3. Exemplary damages in the amount of Three Million Dollars
6 (\$3,000,000);
7 4. Costs of suit;
8 5. Attorneys' fees as provided by law; and
9 6. Such other and further relief as the Court may deem just
10 and proper.

11 Dated: March 30, 1983

WILLDORF & STEVENS

12 By *Laura Stevens*
13 LAURA STEVENS
14 Attorney for Plaintiffs
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DEPARTMENT No.	ACTION NUMBER 807215	NATURE OF ACTION <i>Sex Discrimination</i>	DATE			SERVICES RENDERED	FEES PAID
			YEAR	MO.	DAY		
			1983	3	30	0.00	0.00
<i>Erin K. Bell</i>		<i>Laura Steiner</i> Attorney for Plaintiff					
VS.		<i>Gene Ford's Workout</i> Attorney for Defendant					

DATE		DATE	
MAR 9 1983	COMPLAINT FILED. SUMMONS ISSUED.	5-13-83	Stop order for tv to file 2nd amended compl - filed
4-22-83	First Amended Complaint for Damages for sex Discrimination	5-28-83	2nd amended compl - filed
4-29-83	Equal Pay & Minimum Wage Violation, Etc. - filed	6-21-83	Answer to 2nd Amended Complaint filed
	Prong services - filed	9-24-83	Pay dec'n w/ copy entire action filed
	Req. Prod. Docs - filed		
5-28	Rec. of depositions & notes to produce		
	deposited - filed		
5-2-83	Civil Judgment - filed		
9/3/83	Notice of General Appearance of Gene Ford's Workout		
	aka The Workout, Inc., of Gene Ford - filed		
5-9-83	Notice of Answer of General - filed		
6-15-83	Resp. & Obj. to Plff's 1st Set. of Req. for Prod. Docs - filed		
6-20-83	Resp. " " " " " " " " " " " " " " - filed		
6-27-83	Stipulated protective order - filed		
9/26/83	Ans to 1st Amended Complaint - filed		
10-3-83	Offer of compromise - filed		
10-13-83	Pl. done memo - filed		
11-7-83	Pl. done memo - filed		
2-15-84	Let. Conf. Status - filed		
2-20-85	Ans. conf. stat - filed		
4-23-85	Notice of Mot + Mem for leave to file 2nd Amended		
"	Complaint; P.A. + Decl - filed		
"	Separate Declaration - filed		
5-20-85	Stop - filed		

DEPARTMENT No.	ACTION NUMBER 807216	NATURE OF ACTION <i>P. F. M. V.</i>	DATE			SERVICES RENDERED	FEES PAID
			YEAR	MO.	DAY		
			1983	9	13	0.00	0.00
<i>Robert M. Nash</i>		<i>David McIlwain</i> Attorney for Plaintiff					
VS.							

Name, Address and Telephone No. of Attorney(s)

LAURA STEVENS
WILLDORF & STEVENS
3365 Mission Street
San Francisco, CA 94110
415/285-7314

Space Below for Use of Court Clerk Only

FILED
San Francisco County Superior Court

SEP 24 1985

DONALD W. DICKINSON, Clerk
BY *Donald W. Dickinson*
Deputy Clerk

Attorney(s) for Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): ERIN K. BELL, et al.

CASE NUMBER 807215

Defendant(s): JANE FONDA'S WORKOUT, et al

(Abbreviated Title)

REQUEST FOR DISMISSAL
TYPE OF ACTION

- Personal Injury, Property Damage and Wrongful Death:
 - Motor Vehicle
 - Other
- Domestic Relations
- Eminent Domain
- Other: (Specify) Sex discrimination and Labor Code violations

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify)*

Dated: September 23, 1985

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

Laura Stevens
Attorney(s) for Plaintiffs

LAURA STEVENS

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.**

Dated: _____

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complainant (respondent) must sign the consent when required by CCP 581(1), (2) or (3).

Attorney(s) for _____

(Type or print attorney(s) name(s))

(To be completed by clerk)

- Dismissal entered as requested on _____
- Dismissal entered on _____ as to only _____
- Dismissal not entered as requested for the following reason(s), and attorney(s) notified on _____

_____, Clerk

Dated _____ By _____, Deputy