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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 09 2012

John A. Clarke, Executive Officer/Clerk
BY *Cristina Grijalva* Deputy
Cristina Grijalva

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 LANGLEY FILMS, INC., a California
Corporation,

12 Plaintiff,

14 v.

15 NU IMAGE, INC., a California Corporation;
LEAVES OF GRASS PRODUCTIONS, INC.;
16 BROOKLYN'S FINEST DISTRIBUTION,
INC.,

17 Defendants.

Case No. **BC 489955**

**COMPLAINT FOR (1) BREACH OF
CONTRACT AND (2) ACCOUNTING**

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RECEIVED: 435.00
CHECK: 435.00
CASH:
CHANGE:
CARD:
CIT/CASE: BC489955 LEA/DEF#:
RECEIPT #: CCH195707033
DATE PAID: 08/09/12 01:26:49 PM 0310
PAYMENT: \$435.00

CIT/CASE: BC489955 LEA/DEF#:
RECEIPT #: CCH195707033
DATE PAID: 08/09/12 01:26:49 PM
PAYMENT: \$435.00
REVENUE DESCRIBE: 435.00
CHANGE:

Langley - FILLING # 132

1 Plaintiff, Langley Films, Inc. ("Langley Films"), bring this Complaint against Nu Image,
2 Inc. ("Nu Image"), Leaves of Grass Productions, Inc. ("Leaves of Grass Productions"), and
3 Brooklyn's Finest Distribution, Inc. ("Brooklyn's Finest Distribution") (collectively,
4 "Defendants"). Langley Films alleges the following:

5 **PARTIES**

6 1. Plaintiff Langley Films is a California Corporation with its primary place of
7 business in Santa Monica, California.

8 2. Defendant Nu Image is a California Corporation and film production company with
9 its primary place of business in Los Angeles, California, and which conducts business in
10 California.

11 3. Langley Films is informed and believes, and on that basis alleges, that Defendant
12 Leaves of Grass Productions is a business entity of unknown form with its primary place of
13 business in Los Angeles, California, and which conducts business in California.

14 4. Langley Films is informed and believes, and on that basis alleges, that Defendant
15 Brooklyn's Finest Distribution is a business entity of unknown form with its primary place of
16 business in Los Angeles, California, and which conducts business in California.

17 **FACTUAL BACKGROUND**

18 5. On or about May 8, 2008, Langley Films and Brooklyn's Finest Distribution
19 entered into a written contract (the "Brooklyn Agreement") whereby Langley Films agreed to pay
20 certain development, production, post production, and delivery costs and expenses in connection
21 with the theatrical motion picture entitled "Brooklyn's Finest." In exchange, Brooklyn's Finest
22 Distribution agreed, *inter alia*, to pay Langley Films a portion of the revenues and payments
23 received from the exploitation of "Brooklyn's Finest."

24 6. Despite Langley Films' payment of more than \$3.65 million under the Brooklyn
25 Agreement, Brooklyn's Finest Distribution has failed and refused to pay to Langley Films the
26 amounts due and owing under the agreement.

27 7. On or about September 8, 2008, Langley Films and Leaves of Grass Productions
28 entered into a written contract (the "Leaves Agreement") whereby Langley Films agreed to pay

1 certain development, production, post production, and delivery costs and expenses in connection
2 with the theatrical motion picture entitled "Leaves of Grass." In exchange, Leaves of Grass
3 Productions agreed, *inter alia*, to pay Langley Films a portion of the revenues and payments
4 received from the exploitation of "Leaves of Grass."

5 8. Despite Langley Films' payment of at least \$1.5 million under the Leaves
6 Agreement, Leaves of Grass Productions has failed and refused to pay to Langley Films the
7 amounts due and owing under the agreement.

8 9. On or about August 31, 2011, Langley Films, on the one hand, and Nu Image,
9 Brooklyn's Finest Productions, and Leaves of Grass Productions, on the other, entered into a
10 Settlement Agreement with respect to outstanding payments owed to Langley Films under the
11 Brooklyn Agreement and Leaves Agreement. Under the Settlement Agreement, Defendants
12 agreed, *inter alia*, to pay Langley Films (1) \$2 million by February 1, 2012, and (2) an amount not
13 less than \$300,000 by June 30, 2012.

14 10. Defendants failed and refused to pay Langley Films the payment of not less than
15 \$300,000 due by June 30, 2012. The Settlement Agreement provides that "[f]or the avoidance of
16 doubt, in the event Nu Image fails to make any of the payments" required under the Settlement
17 Agreement, "the parties hereto shall not be bound by the releases set forth in the settlement
18 agreement and may enforce their rights and remedies under the Brooklyn Agreement and the
19 Leaves Agreement."

20 11. Langley Films has reason to believe that Defendants and their principals and/or
21 agents, including but not limited to Avi Lerner, Danny Dimbort, and Trevor Short, may have
22 engaged in a scheme to defraud Langley Films and induce it into entering the Brooklyn
23 Agreement and Leaves Agreement. Langley Films expects that discovery in this matter will
24 provide information regarding such issues and reserve the right to amend this complaint to bring
25 claims based on the fraudulent conduct of Defendants and their principals and/or agents.

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FIRST CAUSE OF ACTION

(Breach of Contract Against Brooklyn's Finest Distribution)

12. Langley Films incorporates the allegations set forth in paragraphs 1-11 as if fully set forth herein.

13. On or about May 8, 2008, Langley Films and Brooklyn's Finest Distribution entered into a written contract whereby Langley Films agreed to pay certain development, production, post production, and delivery costs and expenses in connection with the theatrical motion picture entitled "Brooklyn's Finest." In exchange, Brooklyn's Finest Distribution agreed, *inter alia*, to pay Langley Films a portion of the revenues and payments received from the exploitation of "Brooklyn's Finest."

14. Langley Films has performed all conditions, covenants, obligations, and promises required on its part to be performed in accordance with the terms and conditions of the Brooklyn Agreement, except for those conditions, covenants, obligations, and promises that were waived, excused, or prevented by Defendants.

15. Brooklyn's Finest Distribution has materially breached the Brooklyn Agreement by failing and refusing to pay to Langley Films the amounts due and owing under the Brooklyn Agreement. Langley Films has demanded that Brooklyn's Finest Distribution pay the amounts due and owing under the Brooklyn Agreement, and has neither waived nor excused any of the obligations of Brooklyn's Finest Distribution under the agreement.

16. Langley Films has suffered actual and consequential damages as a direct and proximate result of the breaches of Brooklyn's Finest Distribution in an amount to be proven at trial.

SECOND CAUSE OF ACTION

(Accounting Against Brooklyn's Finest Distribution)

17. Langley Films incorporates the allegations set forth in paragraphs 1-16 as if fully set forth herein.

18. Brooklyn's Finest Distribution has received revenues and payments from the exploitation of "Brooklyn's Finest." Langley Films has demanded that Brooklyn's Finest

1 Distribution pay the amounts due and owing under the Brooklyn Agreement, yet Brooklyn's
2 Finest Distribution has failed and refused to make the required payments to Langley Films.

3 19. The amount of money due from Brooklyn's Finest Distribution to Langley Films is
4 unknown to Langley Films and cannot be ascertained without an accounting of the books and
5 records kept by Brooklyn's Finest Distribution in connection with the exploitation of "Brooklyn's
6 Finest."

7 **THIRD CAUSE OF ACTION**

8 **(Breach of Contract Against Leaves of Grass Productions)**

9 20. Langley Films incorporates the allegations set forth in paragraphs 1-19 as if fully
10 set forth herein.

11 21. On or about September 8, 2008, Langley Films and Leaves of Grass Productions
12 entered into a written contract whereby Langley Films agreed to pay certain development,
13 production, post production, and delivery costs and expenses in connection with the theatrical
14 motion picture entitled "Leaves of Grass." In exchange, Leaves of Grass Productions agreed, *inter*
15 *alia*, to pay Langley Films a portion of the revenues and payments received from the exploitation
16 of "Leaves of Grass."

17 22. Langley Films has performed all conditions, covenants, obligations, and promises
18 required on its part to be performed in accordance with the terms and conditions of the Leaves
19 Agreement, except for those conditions, covenants, obligations, and promises that were waived,
20 excused, or prevented by Defendants.

21 23. Leaves of Grass Productions has materially breached the Leaves Agreement by
22 failing and refusing to pay to Langley Films the amounts due and owing under the Leaves
23 Agreement. Langley Films has demanded that Leaves of Grass Productions pay the amounts due
24 and owing under the Leaves Agreement, and has neither waived nor excused any of the
25 obligations of Leaves of Grass Productions under the agreement.

26 24. Langley Films has suffered actual and consequential damages as a direct and
27 proximate result of the breaches of Leaves of Grass Productions in an amount to be proven at trial.

28

1 **FOURTH CAUSE OF ACTION**

2 **(Accounting Against Leaves of Grass Productions)**

3 25. Langley Films incorporates the allegations set forth in paragraphs 1-24 as if fully
4 set forth herein.

5 26. Leaves of Grass Productions has received revenues and payments from the
6 exploitation of "Leaves of Grass." Langley Films has demanded that Leaves of Grass Productions
7 pay the amounts due and owing under the Leaves Agreement, yet Leaves of Grass Productions has
8 failed and refused to make the required payments to Langley Films.

9 27. The amount of money due from Leaves of Grass Productions to Langley Films is
10 unknown to Langley Films and cannot be ascertained without an accounting of the books and
11 records kept by Leaves of Grass Productions in connection with the exploitation of "Leaves of
12 Grass."

13 **FIFTH CAUSE OF ACTION**

14 **(Breach of Contract Against All Defendants)**

15 28. Langley Films incorporates the allegations set forth in paragraphs 1-27 as if fully
16 set forth herein.

17 29. On or about August 31, 2011, Langley Films, on the one hand, and Nu Image,
18 Brooklyn's Finest Productions, and Leaves of Grass Productions, on the other, entered into a
19 Settlement Agreement with respect to outstanding payments owed to Langley Films under the
20 Brooklyn Agreement and Leaves Agreement. Under the Settlement Agreement, Defendants
21 agreed, *inter alia*, to pay Langley Films (1) \$2 million by February 1, 2012, and (2) an amount not
22 less than \$300,000 by June 30, 2012.

23 30. Langley Films has performed all conditions, covenants, obligations, and promises
24 required on its part to be performed in accordance with the terms and conditions of the Settlement
25 Agreement, except for those conditions, covenants, obligations, and promises that were waived,
26 excused, or prevented by Defendants.

27 31. Defendants materially breached the Settlement Agreement by failing and refusing
28 to pay Langley Films the payment of not less than \$300,000 due by June 30, 2012. Langley Films

1 has demanded that Defendants pay the amounts due and owing under the Settlement Agreement,
2 and has neither waived nor excused any of Defendants' obligations under the agreement.

3 32. Langley Films has suffered actual and consequential damages as a direct and
4 proximate result of Defendants' breaches in an amount to be proven at trial.

5 WHEREFORE, Langley Films prays for judgment against Defendants as follows:

- 6 1. For damages in an amount to be proven at trial including the total amount due
7 under the Brooklyn Agreement, Leaves Agreement, and Settlement Agreement, plus interest at the
8 highest legal rate from the date payment became due and owing;
- 9 2. For reasonable attorneys' fees, expenses, and costs of suit as permitted by law; and
10 3. For such other and further relief as the Court may deem just and proper.

11
12 DATED: August 9, 2012

Respectfully submitted,

CALDWELL LESLIE & PROCTOR, PC
CHRISTOPHER G. CALDWELL
JEFFREY M. HAMMER

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17 By 
JEFFREY M. HAMMER
Attorneys for Langley Films, Inc.

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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 TELEPHONE NO: (213) 629-9040 FAX NO: (213) 629-9022
 ATTORNEY FOR (Name): **Plaintiff LANGLEY FILMS, INC., a Calif**
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS Angeles
 STREET ADDRESS: 111 N. Hill Street
 MAILING ADDRESS: 111 N. Hill Street
 CITY AND ZIP CODE: Los Angeles, CA 90012
 BRANCH NAME: **Central**
CASE NAME: LANGLEY FILMS, INC. v. NU IMAGE, INC., et al.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 09 2012

John A. Clarke, Executive Officer/Clerk
 BY *Cristina Grimaldo* Deputy
 Cristina Grimaldo

CASE NUMBER:
BC489955
 JUDGE:
 DEPT:

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)
Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
<p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
<p>Non-PI/PD/WD (Other) Tort</p> <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-PI/PD/WD tort (35)
<p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
<p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
<p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
<p>Judicial Review</p> <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) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input 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)
<p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20)
<p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
<p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input 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 type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 5
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 9, 2012
 JEFFREY M. HAMMER, SBN 264232
 (TYPE OR PRINT NAME)

[Signature]
 (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 Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) 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 3.400 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 collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PUPD/W (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/W (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/W (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/W

Non-PI/PD/W (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/W Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
 - Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
 - Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment
 - Administrative Agency Award (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (not specified above) (42)
- Declaratory Relief Only
- Injunctive Relief Only (non-harassment)
- Mechanics Lien
- Other Commercial Complaint Case (non-tort/non-complex)
- Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (not specified above) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
 - Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|----------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

Non-Personal Injury/ Property
 Damage/ Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.

Employment

Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.

Contract

Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.

Real Property

Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.

Unlawful Detainer

Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: **LANGLEY FILMS, INC. v. NU IMAGE, INC., et al.**

CASE NUMBER

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

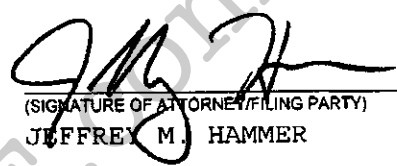
Miscellaneous Civil Petitions

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 6423 Wilshire Blvd.			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">CITY: Los Angeles</td> <td style="width:33%;">STATE: CA</td> <td style="width:33%;">ZIP CODE: 90048</td> </tr> </table>	CITY: Los Angeles	STATE: CA	ZIP CODE: 90048	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90048		

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: August 9, 2012


 (SIGNATURE OF ATTORNEY/FILING PARTY)
JEFFREY M. HAMMER

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.