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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 11 2012

JOHN A. CLARKE, CLERK
BY [Signature] Deputy
Cliff Grider

5 Attorneys for Plaintiffs
KOVAC MEDIA GROUP, INC. d/b/a TENTH
6 STREET ENTERTAINMENT and 11-7 RECORDING
CORP.

D50 John L Segal

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

11 KOVAC MEDIA GROUP, INC. d/b/a TENTH
12 STREET ENTERTAINMENT, a California
corporation; 11-7 RECORDING CORP., a
California corporation;

CASE NO. BC 493706

COMPLAINT FOR:

13 Plaintiffs,

1. BREACH OF FIDUCIARY DUTY

14 v.

2. BREACH OF THE DUTY OF
CONFIDENCE

15 DINA LAPOLT, an individual; LAPOLT LAW,
16 P.C., a California professional corporation; and
DOES 1 through 10, inclusive,

3. INTENTIONAL INTERFERENCE
WITH CONTRACT

17 Defendants.

4. INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE

18 DEMAND FOR JURY TRIAL

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1999 AVENUE OF THE STARS, SUITE 1000 LOS ANGELES, CALIFORNIA 90067
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10/11/12

CIT/CASE: BC493706 LEA/NEF#:
RECEIPT #: CCH507417056
DATE PAID: 10/11/12 01:46:05 PM
PAYMENT: \$435.00 0310
RECEIVED:
CHECK: 435.00
CASH:
CHANGE:
CARD:

1 Plaintiffs Kovac Media Group, Inc. d/b/a Tenth Street Entertainment, a California
2 corporation ("TSE") and 11-7 Recording Corp., a California corporation ("11-7") (collectively,
3 "Plaintiffs") alleges in its Complaint against Defendant Dina LaPolt ("LaPolt"), LaPolt Law, P.C.
4 ("LaPolt Law"), and Does 1 through 10, inclusive (collectively, "Defendants"), as follows:

5 **PARTIES**

6 1. Plaintiff TSE is, and at all times relevant to this Complaint was, a corporation
7 organized and existing under the laws of the State of California with its principal place of business in
8 the County of Los Angeles, California.

9 2. Plaintiff 11-7 is, and at all times relevant to this Complaint was, a corporation
10 organized and existing under the laws of the State of California with its principal place of business in
11 the County of Los Angeles, California.

12 3. Plaintiffs are informed and believe that Defendant LaPolt is, and at all times relevant
13 to this Complaint was, an individual, an attorney-at-law licensed to practice law in the State of
14 California, and a resident and citizen of the County of Los Angeles.

15 4. Plaintiffs are informed and believe that Defendant LaPolt Law is, and at all times
16 relevant to this Complaint was, a California professional law corporation, with a principal place of
17 business located at 9000 Sunset Boulevard, Suite 800, West Hollywood, CA 90069.

18 5. Plaintiffs are informed and believe, and on that basis allege, that Defendants DOES 1
19 through 10, inclusive, are individually and/or jointly liable to Plaintiffs for the wrongs alleged
20 herein. The true names and capacities, whether individual, corporate, associate or otherwise, of
21 Defendants DOES 1 through 10, inclusive, are unknown to Plaintiffs at this time. Accordingly,
22 Plaintiffs sue Defendants DOES 1 through 10, inclusive, by fictitious names and will amend this
23 Complaint to allege their true names and capacities after they are ascertained.

24 6. Plaintiffs are informed and believe, and on that basis allege, that except as otherwise
25 alleged herein, each of the Defendants is, and at all times relevant to this Complaint was, the
26 employee, agent, employer, partner, joint venturer, alter ego, affiliate, and/or co-conspirator of the
27 other Defendants and, in doing the acts alleged herein, was acting within the course and scope of
28 such positions at the direction of, and/or with the permission, knowledge, consent, and/or ratification

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EL/VI/BI

1 of the other Defendants. In the alternative, Plaintiffs are informed and believe and thereon allege
2 that each Defendant, through its acts and omissions, is responsible for the wrongdoing alleged herein
3 and for the damages suffered by Plaintiffs.

4 7. Venue in this county is proper because the conduct alleged herein occurred in
5 substantial part in the City and County of Los Angeles.

6 8. The Court has jurisdiction over each of the Defendants because Defendants directly,
7 or through their agents, partners, employers and/or employees, substantially engaged in business in
8 the State of California, County of Los Angeles, or committed tortious acts in the State of California,
9 County of Los Angeles.

10 FACTS COMMON TO ALL CAUSES OF ACTION

11 A. LaPolt's Engagement

12 9. TSE is a leading marketing and management company that provides artist
13 management and other services to a roster of well-known musicians. 11-7 is a prominent record label
14 with a list of well-known and up and coming musical acts.

15 10. This lawsuit arises out of lawyer's breach of the most fundamental duties imposed on
16 every lawyer: to maintain confidentiality and the attorney-client privilege and be loyal and honest.
17 Defendant LaPolt was and is an entertainment law attorney admitted to practice in the State of
18 California specializing in music law. Plaintiffs and LaPolt had a long-standing relationship.
19 Through her law firm, Defendant LaPolt Law, LaPolt represented Plaintiffs and performed legal
20 services in connection with business matters including negotiations, strategy and general legal
21 advice.

22 11. In addition, TSE referred their management clients (i.e. artists) to LaPolt. In doing
23 so, LaPolt served as the attorney for the artists and for TSE. LaPolt was part of the team along with
24 the talent managers, business managers, agents and other lawyers. She was involved in discussions,
25 was privy to highly sensitive, confidential, business and personal information and provided legal
26 advice to both the artists and TSE. Both the artists and TSE relied on that advice. In the course of
27 that representation, there was an attorney-client relationship between TSE and LaPolt.

28 12. As a result of her attorney-client relationship with Plaintiffs, LaPolt owed each

1 Plaintiff a fiduciary duty to maintain the confidence of, and to preserve the secrets of, each Plaintiff;
2 and importantly, Defendants also owed Plaintiffs a duty of loyalty to refrain from acting in any way
3 that would injure any Plaintiff. That duty, which continues even after the attorney-client relationship
4 ends, is firmly entrenched in case law, and codified in Section 6068 of the California Business &
5 Professions Code and in the California Rules of Professional Conduct that govern the ethical
6 obligations of California lawyers, including Rule 3-100.

7 13. In early 2010, TSE began serving as a manager for a famous musical artist and
8 television personality (the "Artist"). TSE and Artist entered into a Personal Management
9 Agreement, dated January 1, 2010 ("Management Agreement"), pursuant to which TSE was entitled
10 to the following: (i) 12% gross management commission on the Artist's personal activities in the
11 entertainment industry; and (ii) 2% management commission on the Artist's band gross touring
12 revenue.

13 14. As it has done with other clients, TSE referred the Artist to LaPolt for represent him
14 in transactional matters. The Artist had a management team that included business and talent
15 managers, booking agents and lawyers; LaPolt was part of the team. LaPolt served as the attorney
16 and advised the Artist and the management team, including TSE and its principal, Allen Kovac. She
17 was part of numerous conference calls, meetings and strategy sessions where specific confidential
18 details about the Artist's affairs were discussed. She provided legal advice to both the Artist and
19 TSE on negotiations, deal points, agreements and various other matters. TSE relied on LaPolt for
20 legal advice and strategy in pursuing negotiations and identifying projects for the Artist.

21 15. This case is about LaPolt's betrayal of Plaintiffs, by surreptitiously and deceitfully
22 going behind their back to gain money for herself at Plaintiffs' expense and in violation of her
23 fiduciary duties. It is also about LaPolt's disloyalty to Plaintiffs and to the Artist.

24 **B. American Idol Negotiations**

25 16. In 2011, the Artist's contract on the popular television show *American Idol* was up
26 for renegotiation. TSE and LaPolt were responsible for renegotiating the contract. At the time, the
27 Artist's popularity and media appeal were at their peak. As a result of the Artist's stature, the
28 show's ratings were soaring and the producers of the show wanted to do everything possible to make

1 sure the Artist stayed on as a "judge." Knowing that the Artist was a hot commodity to the show,
2 TSE wanted to employ an aggressive strategy in the renegotiations and leverage Artist's popularity
3 to get a more lucrative contract for him. TSE wanted the new contract to be in line with what the
4 other personalities were earning on the show. TSE sought to obtain a contract that would have
5 earned \$6-\$8 million more annually than the Artist's contract at the time. A more lucrative contract
6 for the Artist would have earned TSE a larger management commission.

7 17. TSE advised LaPolt on the strategy with respect to the *American Idol* negotiations.
8 The company's representatives including its principal, Allen Kovac, passed on to her confidential
9 and proprietary negotiation information relating to the show including but not limited to strategy,
10 deal points, strengths and weaknesses, and negotiation tactics. TSE disclosed this confidential and
11 proprietary information to LaPolt in confidence and trust as the attorney for the Artist and TSE and
12 based on a mutual understanding that this confidence and trust would be maintained.

13 18. But instead of supporting the renegotiation efforts, LaPolt went behind the back of
14 her clients, the Artist and TSE, to undermine the negotiations so she could benefit herself. In
15 violation of her attorney-client obligations, she directed communications to an agent for *American*
16 *Idol* (the other side) in which she bad-mouthed, disparaged and undermined Kovac (her client) and
17 his negotiation strategy and tactics. LaPolt undercut TSE's strategy to leverage the Artist's
18 popularity for a more lucrative deal. She told *American Idol's* agent that Kovac "overplayed his
19 hand with his aggressive behavior" and that *American Idol* could get the Artist for cheap, thereby
20 undermining and negating Kovac's/the Artist's position in the negotiations.

21 19. In effect, LaPolt changed sides in the middle of negotiations and revealed the
22 confidential negotiating strategy that she learned as a lawyer representing the Artist and TSE. To
23 conceal her treachery, she talked out of both sides of her mouth: on one hand, she told TSE/Kovac
24 that she supports the negotiating strategy but on the other hand she was bad mouthing TSE/Kovac
25 and telling *American Idol* that she is not supporting the strategy. As a result, TSE was unable to
26 leverage the Artist's popularity to obtain a more lucrative *American Idol* contract, damaging the
27 Artist and TSE in the process. Instead of the big increase he had coming, the Artist's "new"
28 *American Idol* contract was in line with the previous one. LaPolt sold out her own client.

1 20. LaPolt did this for a selfish motive. She wanted to curry favor with *American Idol* to
2 refer her other artists and talent. She sold out one client to get many others. That's exactly what
3 happened – after the negotiations were completed, LaPolt signed on to represent numerous *American*
4 *Idol* performers.

5 **C. Agreements**

6 21. LaPolt did not stop there. She instigated and facilitated Eric Sherman, a senior
7 employee of TSE and a day-to-day manager for the Artist, to turn against Kovac and TSE. LaPolt
8 surreptitiously bad-mouthed Kovac, her client, to Sherman, Plaintiffs' employee. As a result of
9 LaPolt's lies and manipulation, Sherman abrogated his duties and responsibilities to TSE and refused
10 to perform his responsibilities and act in the best interests of TSE. Acting at LaPolt's behest and
11 direction, Sherman refused to support Kovac's *American Idol* renegotiating strategy resulting in
12 losses of millions of dollars to the Artist and commissions to TSE.

13 22. LaPolt facilitated Sherman and the Artist's departure from TSE by negotiating with
14 and setting up another competing management company to represent the Artist while he was still at
15 TSE. LaPolt did this behind Kovac's back and without his knowledge.

16 23. As a result, in August 2011, TSE and the Artist terminated their management
17 relationship. Sherman left TSE and later joined X1X Entertainment, Inc. ("X1X"), another artist
18 management company, and took over the Artist's management from TSE.

19 24. Having no choice in the matter, TSE entered into a Termination and Release
20 Agreement with Sherman ("TSE-Sherman Agreement"), dated August 1, 2011. Pursuant to the
21 TSE-Sherman Agreement, TSE assigned to Sherman the Management Agreement between TSE and
22 the Artist. In return, Sherman agreed to pay a portion of the Artist's commission to TSE for two
23 years following the termination, as follows:

24 Year 1

- 25 - TSE to receive 60% of the 12% management commission on any of the Artist's personal
- 26 activities; Sherman/X1X would receive the remaining 40%.
- 27 - TSE to receive 60% of the 2% management commission on the Artist's band touring
- 28 revenues; Sherman/X1X would receive the remaining 40%.

1 Year 2

- 2 - TSE to receive 40% of the 12% management commission on any of the Artist's personal
3 activities; Sherman/X1X would receive the other 60%.
- 4 - TSE to receive 40% of the 2% management commission on the Artist's band touring
5 revenues; Sherman/X1X would receive the other 60%.

6 25. Simultaneously, TSE, Sherman and the Artist entered into an Assignment and
7 Release Agreement ("Assignment Agreement") in which the Artist approved the assignment of
8 TSE's rights and obligations under the Management Agreement to Sherman and the commission
9 split set forth in TSE-Sherman Agreement. The Artist also agreed to an irrevocable letter of
10 direction to pay a portion of his management commissions directly to TSE as specified of the TSE-
11 Sherman Agreement (above).

12 26. LaPolt was fully aware of the TSE-Sherman and the Assignment Agreement. She
13 represented the Artist in these negotiations.

14 27. Following the execution of these agreements, Sherman and X1X took over as the
15 Artist's managers. Consistent with its obligations, Sherman/X1X paid TSE its share of the Artist's
16 management commissions as agreed to and specified in the TSE-Sherman Agreement and the
17 Assignment Agreement.

18 **D. LaPolt's Interference**

19 28. LaPolt continued representing the Artist. Earlier in 2012, in a blatant act of
20 interference, LaPolt cut TSE out of its rightful commission for the Artist's management as specified
21 in the TSE-Sherman Agreement and the Assignment Agreement. As stated above, TSE was entitled
22 to 60% of the 2% management commission on the Artist's band touring revenues in Year 1 and 40%
23 of the 2% commission in Year 2.

24 29. Without any notice or justification, LaPolt unlawfully took 1% "off the top" of the
25 2% total commission on the Artist's band touring revenue. She took the money for herself. By
26 doing so, TSE's commission was diluted and reduced by half. LaPolt caused X1X to pay TSE its
27 commission share of 1% of the Artist's band touring gross revenue, instead of 2%.

28 30. TSE's share of the commission on the Artist's band touring is worth millions of

1 dollars. LaPolt is lining her pockets with money that she is not entitled to. She did this
2 surreptitiously, in a sneaky, underhanded manner, after TSE referred the Artist to her in the first
3 place.

4 **FIRST CAUSE OF ACTION**

5 **(Breach of Fiduciary Duty – Plaintiffs Against Defendants and DOES 1-10)**

6 31. Plaintiffs repeat and re-allege each and every foregoing and subsequent allegation
7 contained in the Complaint, and further alleges as follows.

8 32. At all times relevant hereto, Defendants had a fiduciary relationship with both of the
9 Plaintiffs by virtue of LaPolt's legal representation of Plaintiffs in connection with business matters
10 including negotiations, strategy and general legal advice.

11 33. Defendants also had a fiduciary duty to TSE because LaPolt and her firm LaPolt Law
12 were part of the management team for various TSE clients including the Artist. LaPolt served as the
13 attorney and advised the Artist as well as TSE and its principal, Kovac. She provided legal advice to
14 both the Artist and TSE on negotiations, deal points, agreements and various other matters.

15 34. Plaintiffs also conveyed Defendants highly sensitive, confidential, business,
16 proprietary and personal information relating to TSE clients, including but not limited to information
17 relating to the renegotiations of the Artist's contract with the television show *American Idol*.
18 Defendants stood in a relationship of confidentiality and trust to Plaintiffs.

19 35. As a result of the above, Defendants owed Plaintiffs certain fiduciary duties including
20 the duties of loyalty, honesty, care, and good faith and fair dealing.

21 36. Defendants breached their fiduciary duty owed to Plaintiffs by acting in the manner
22 herein alleged.

23 37. As a proximate result of Defendants' conduct, Plaintiffs have suffered and will
24 continue to suffer damages believed to be in excess of \$2,000,000, with the exact amount to be
25 proven at trial.

26 38. Furthermore, Defendants' conduct was committed with the intent of depriving
27 Plaintiffs of rights and causing Plaintiffs other injuries. Defendants' conduct was despicable and
28 subjected Plaintiffs to unjust hardship. Defendants' conduct was malicious, fraudulent and

1 oppressive, and was committed with a conscious disregard of Plaintiffs' rights. Accordingly,
2 Plaintiffs are entitled to an award of punitive or exemplary damages in an amount sufficient to
3 punish Defendants and make an example of them.

4 **SECOND CAUSE OF ACTION**

5 **(Breach of the Duty of Confidence – Plaintiff TSE Against Defendants and DOES 1-10)**

6 39. TSE repeats and re-alleges each and every foregoing and subsequent allegation
7 contained in the Complaint, and further alleges as follows.

8 40. TSE conveyed Defendants sensitive, confidential, business and personal information
9 which was imparted to her in confidence so that TSE and its artists could obtain legal advice on
10 numerous issues and matters from LaPolt. TSE specifically conveyed confidential and proprietary
11 information to Defendants relating to the renegotiations of the Artist's contract with the television
12 show *American Idol* including but not limited to strategy, deal points and tactics.

13 41. TSE disclosed this confidential and proprietary information to LaPolt in confidence
14 and trust as its attorney and for the benefit of their mutual clients including the Artist. LaPolt had an
15 ethical and legal obligation to maintain strict confidentiality with respect to this confidential and
16 proprietary information. There was also an understanding between TSE and Defendants that
17 confidence and trust be maintained with regard to the disclosed confidential and proprietary
18 negotiation information.

19 42. Defendants breached their duty of confidence by knowingly and willingly disclosing
20 such confidential and proprietary information to a third party. Defendants did so for their own
21 benefit and purposes.

22 43. As a proximate result of Defendants' conduct, TSE has suffered damages believed to
23 be in excess of \$2,000,000, with the exact amount to be proven at trial.

24 44. Furthermore, Defendants' conduct was committed with the intent of depriving TSE of
25 rights and causing TSE other injuries. Defendants' conduct was despicable and subjected TSE to
26 unjust hardship. Defendants' conduct was malicious, fraudulent and oppressive, and was committed
27 with a conscious disregard of TSE's rights. Accordingly, TSE is entitled to an award of punitive or
28 exemplary damages in an amount sufficient to punish Defendants and make an example of them.

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THIRD CAUSE OF ACTION

(Intentional Interference with Contract – Plaintiff TSE Against Defendants and DOES 1-10)

45. Plaintiff TSE repeats and re-alleges each and every foregoing and subsequent allegation contained in the Complaint, and further alleges as follows.

46. The TSE-Sherman Agreement and the Assignment Agreement are valid and enforceable agreements that exist between TSE, Sherman and the Artist by which TSE was entitled to receive a portion of the Artist and the Artist's band management commissions after the Artist terminated his relationship with TSE, as specified above.

47. Defendants had knowledge of the TSE-Sherman Agreement and the Assignment Agreement because LaPolt negotiated the agreements on behalf of her client, the Artist.

48. Defendants deliberately interfered with the TSE-Sherman Agreement and the Assignment Agreement by unlawfully taking a portion of the Artist's band touring commission that TSE was legally entitled to under the agreements. Defendants caused, instructed, advised, counseled, or persuaded Sherman/X1X to alter the agreed-upon commission distributions, thereby depriving TSE of monies and benefits it was entitled to under the agreements.

49. As a direct and proximate result of Defendants' interference, TSE's commission on the Artist's band touring was reduced by half.

50. As a proximate result of Defendants' conduct, TSE has suffered and will continue to suffer damages believed to be in excess of \$2,000,000, with the exact amount to be proven at trial.

51. Furthermore, Defendants' conduct was committed with the intent of depriving TSE of rights and causing TSE other injuries. Defendants' conduct was despicable and subjected TSE to unjust hardship. Defendants' conduct was malicious, fraudulent and oppressive, and was committed with a conscious disregard of TSE's rights. Accordingly, TSE is entitled to an award of punitive or exemplary damages in an amount sufficient to punish Defendants and make an example of them.

1 **FOURTH CAUSE OF ACTION**

2 **(Intentional Interference with Prospective Economic Advantage – Plaintiff TSE Against**
3 **Defendants and DOES 1-10)**

4 52. Plaintiff TSE repeats and re-alleges each and every foregoing and subsequent
5 allegation contained in the Complaint, and further alleges as follows.

6 53. TSE had a prospective economic benefit by obtaining a more favorable and lucrative
7 contract for its client, the Artist, when the star was renegotiating his contract to continue on as on the
8 popular television show.

9 54. Defendants knew of TSE's attempts to renegotiate a more favorable and lucrative
10 contract with the television show. Defendants also knew of the prospective economic benefit that
11 TSE would obtain for itself and for the Artist by entering into a more lucrative contract for the
12 television show. LaPolt was the Artist's attorney and was intimately involved in the negotiations.

13 55. Defendants interfered, disrupted and destroyed this prospective economic benefit
14 through their wrongful and unlawful means and conduct. Specifically, LaPolt bad-mouthed,
15 disparaged and defamed the company's principal, Allen Kovac, without his knowledge and behind
16 his back. LaPolt directed communications to a third party poking fun and undermining Kovac's
17 negotiating tactics. In the process, she violated duties of loyalty and confidence to TSE and her own
18 client.

19 56. Defendants intentionally interfered with and disrupted the prospective economic
20 advantage for Defendants' own benefit and to the detriment of TSE. Defendants specifically
21 intended to obstruct the negotiations to destabilize the relationship between Kovac and the Artist in
22 an effort to cause the Artist to terminate, or otherwise cease, his relationship with TSE.

23 57. As a proximate result of Defendants' conduct, TSE was unable to obtain a more
24 lucrative television show contract for the Artist, damaging the Artist and TSE in the process.

25 58. As a proximate result of Defendants' conduct, TSE has suffered damages believed to
26 be in excess of \$2,000,000, with the exact amount to be proven at trial.

27 59. Furthermore, Defendants' conduct was committed with the intent of depriving TSE of
28 rights and causing TSE other injuries. Defendants' conduct was despicable and subjected TSE to

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BT/TJ/BJ

1 unjust hardship. Defendants' conduct was malicious, fraudulent and oppressive, and was committed
2 with a conscious disregard of TSE's rights. Accordingly, TSE is entitled to an award of punitive or
3 exemplary damages in an amount sufficient to punish Defendants and make an example of them.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for the following relief:

- 6 1. For compensatory and consequential damages in an amount to be proven at trial,
7 believed to be in excess of \$8,000,000;
- 8 2. For pre- and post-judgment interest;
- 9 3. For punitive and exemplary damages; and
- 10 4. For attorneys' fees, litigation expenses, and costs of suit; and
- 11 5. For such other and further relief as the Court may deem just and proper.

12 Dated: October 11, 2012

MILLER BARONDESS, LLP

13
14 By: 

Louis R. Miller
Attorneys for Plaintiffs
KOVAC MEDIA GROUP, INC. d/b/a TENTH
STREET ENTERTAINMENT and 11-7
RECORDING CORP.

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27/11/12

DEMAND FOR JURY

Plaintiffs hereby demand a jury trial.

Dated: October 11, 2012

MILLER BARONDESS, LLP

By: 

Louis R. Miller
Attorneys for Plaintiff
KOVAC MEDIA GROUP, INC. d/b/a TENTH
STREET ENTERTAINMENT and 11-7
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FOR COURT USE ONLY

FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES

OCT 11 2012

JOHN A CLARKE, DEPUTY CLERK BY [Signature] Deputy

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Louis R. Miller, Esq. (SBN 54141) MILLER BARONDESS, LLP 1999 Avenue of the Stars, Suite 1000 Los Angeles, CA 90067

TELEPHONE NO.: (310) 552-4400 FAX NO.: (310) 552-8400

ATTORNEY FOR (Name): Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles, California BRANCH NAME: CENTRAL DISTRICT (Stanley Mosk Courthouse)

CASE NAME: KOVAC MEDIA GROUP, INC., et al. v. LAPOLT, et al.

CIVIL CASE COVER SHEET

[X] 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)

CASE NUMBER:

BC 493706

JUDGE:

DEPT:

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:

Auto Tort

[] Auto (22) [] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

[] Asbestos (04) [] Product liability (24) [] Medical malpractice (45) [] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

[X] Business tort/unfair business practice (07) [] Civil rights (08) [] Defamation (13) [] Fraud (16) [] Intellectual property (19) [] Professional negligence (25) [] Other non-PI/PD/WD tort (35)

Employment

[] Wrongful termination (36) [] Other employment (15)

Contract

[] Breach of contract/warranty (06) [] Rule 3.740 collections (09) [] Other collections (09) [] Insurance coverage (18) [] Other contract (37)

Real Property

[] Eminent domain/Inverse condemnation (14) [] Wrongful eviction (33) [] Other real property (26)

Unlawful Detainer

[] Commercial (31) [] Residential (32) [] Drugs (38)

Judicial Review

[] Asset forfeiture (05) [] Petition re: arbitration award (11) [] Writ of mandate (02) [] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

[] Antitrust/Trade regulation (03) [] Construction defect (10) [] Mass tort (40) [] Securities litigation (28) [] Environmental/Toxic tort (30) [] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

[] Enforcement of judgment (20)

Miscellaneous Civil Complaint

[] RICO (27) [] Other complaint (not specified above) (42)

Miscellaneous Civil Petition

[] Partnership and corporate governance (21) [] Other petition (not specified above) (43)

2. This case [] is [X] 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. [] Large number of separately represented parties d. [] Large number of witnesses
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. [] Substantial amount of documentary evidence f. [] Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. [X] monetary b. [] nonmonetary; declaratory or injunctive relief c. [X] punitive

4. Number of causes of action (specify): Four (4)

5. This case [] is [X] 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: October 11, 2012

Louis R. Miller, Esq. (SBN 54141)

(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.

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 PI/PD/WD (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/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (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/WD 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

18/11/12

SHORT TITLE: KOVAC MEDIA GROUP, INC., et al. v. LAPOLT, et al.	CASE NUMBER: BC 493706
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**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 5 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)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 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.

21/11/81
 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 checked="" 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 <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" 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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 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
Other Employment (15)		<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels: _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	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.

21/11/01

SHORT TITLE: KOVAC MEDIA GROUP, INC., et al. v. LAPOLT, 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

2/17/11/03

SHORT TITLE KOVAC MEDIA GROUP, INC., et al. v. LAPOLT, et al.

CASE NUMBER

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.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

ADDRESS:

9000 Sunset Boulevard, Suite 800

CITY:

West Hollywood

STATE:

CA

ZIP CODE:

90069

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, subds. (b), (c) and (d)].

Dated: October 11, 2012

(SIGNATURE OF ATTORNEY/FILING PARTY)

LOUIS R. MILLER

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.

21/11/01