

D-55 Makohn Mackey

FILED
LOS ANGELES SUPERIOR COURT
DEC 18 2012
JOHN A. CLARKE, CLERK
BY MARY FLORES, DEPUTY

1 BRIAN G. WOLF, ESQ. (BAR NO. 135257)
2 DAVID B. JONELIS, ESQ. (BAR NO. 265235)
3 LAVELY & SINGER PROFESSIONAL CORPORATION
4 2049 Century Park East, Suite 2400
5 Los Angeles, California 90067-2906
6 Telephone: (310) 556-3501
7 Facsimile: (310) 556-3615
8 Email: bwolf@lavelysinger.com
9 djonelis@lavelysinger.com

10 Attorneys for Plaintiffs
11 JOHN THOMAS and TWINSPIN MUSIC

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

BC 497650

14 JOHN THOMAS, an individual; and) CASE NO.
15 TWINSPIN MUSIC, a sole)
16 proprietorship registered in the Province) COMPLAINT FOR:
17 of British Columbia, Canada,)
18 Plaintiffs,) (1) BREACH OF CONTRACT;
19 v.) (2) BREACH OF COVENANT OF GOOD
20) (3) FAITH AND FAIR DEALING;
21) (4) FRAUDULENT
22) MISREPRESENTATION; and
23) NEGLIGENCE
24) MISREPRESENTATION
25 NICK CASSAVETES, an individual;)
26 and DOES 1 through 20, inclusive,)
27 Defendants.) [JURY TRIAL DEMANDED]

28 Plaintiffs JOHN THOMAS ("Thomas") and TWINSPIN MUSIC ("TwinSpin")
(collectively, "Plaintiffs") allege as follows:

SUMMARY OF THE ACTION

1. This action arises from the fraudulent conduct and material breach by defendant
NICK CASSAVETES ("Cassavetes") of the terms and conditions of a written Associate Producer
and Loan Agreement dated as of September 10, 2010 (the "Loan Agreement") pertaining to the
feature film entitled *Yellow* to be written and directed by Cassavetes (the "Picture").

RECEIPT #: CCH-8605048
DATE PAID: 12/18/12 02:19 PM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CIT/CASE: BC497650
LEA/OFF#:

ORIGINAL

12/18/2012

1 2. Pursuant to the Loan Agreement, plaintiff TwinSpin provided a bridge loan in the
2 amount of Three Hundred Thousand Dollars (U.S. \$300,000.00) (the “Loan”) for Cassavetes’
3 benefit and use in connection with the development and production of the Picture. The Loan was
4 made to Cassavetes through his agents and representatives, and was in fact used for Cassavetes’
5 benefit to commence production of the Picture.

6 3. In consideration for the Loan and to induce Plaintiffs to enter into the Loan
7 Agreement, Cassavetes warranted and represented, among other things, to (1) guarantee
8 repayment of the Loan with interest thereon in the aggregate amount of U.S. \$345,000 no later
9 than October 15, 2010, (2) cast TwinSpin recording artists “Carmen & Camille” in speaking roles
10 in the Picture, (3) feature a song by “Carmen & Camille” in the soundtrack of the Picture, and
11 (4) grant plaintiff Thomas a producer credit on the Picture. But for these representations,
12 Plaintiffs would never have entered into the Loan Agreement or otherwise granted the Loan.
13 Plaintiffs are informed and believe that Cassavetes never had any intention of casting “Carmen &
14 Camille” in the Picture, of featuring a song by “Carmen & Camille” in the Picture, of providing
15 the producer credit to plaintiff Thomas, or of repaying the Loan on a timely basis.

16 4. Cassavetes subsequently completely and materially breached the Loan Agreement
17 and his warranties and representations, including failing and refusing to timely repay the Loan,
18 failing to cast “Carmen & Camille” in acting roles in the Picture, failing to feature a song by
19 “Carmen & Camille” in the Picture, and failing to afford plaintiff Thomas with a producer credit
20 on the Picture. As a result of this breach of the Loan Agreement and fraudulent actions, Plaintiffs
21 have not only lost the amount of the Loan and interest, but also the opportunity to invest that
22 money in other potentially lucrative business ventures. Plaintiffs seek to recover all damages and
23 remedies available and proximately caused by Cassavetes’ wrongful conduct.

24
25 **THE PARTIES**

26 5. Plaintiff Thomas is, and at all times relevant hereto has been, an individual residing
27 in the Province of British Columbia, Canada.

28 ///

12/18/2012

1 6. Plaintiff TwinSpin is, and at all times relevant hereto has been, a Canadian sole
2 proprietorship with its principal place of business in the Province of British Columbia, Canada.

3 7. Defendant Cassavetes is, and at all times relevant hereto has been, an individual
4 residing in the County of Los Angeles, State of California.

5 8. Plaintiffs are informed and believe and based thereon allege that pursuant to
6 California Code of Civil Procedure § 474, the fictitiously named defendants sued herein as Does
7 1 through 20, inclusive, and each of them, were in some manner responsible or legally liable for
8 the actions, events, transactions and occurrences alleged herein. The true names and capacities
9 of such fictitiously named defendants whether individual, corporate, associate or otherwise, are
10 presently unknown to Plaintiffs, and Plaintiffs will seek leave of Court to amend this Complaint
11 to assert the true names and capacities of such fictitiously named defendants when the same have
12 been ascertained. For convenience, each reference to a named Defendant herein shall also refer
13 to the Doe defendants, and each of them.

14 9. Plaintiffs are informed and believe and based thereon allege that at all material times
15 each Defendant was the agent, employee, partner, joint venturer, co-conspirator, and/or employer
16 of the other Defendants and was at all times herein mentioned acting within the course and scope
17 of that agency, employment, partnership, conspiracy, ownership or joint venture. Plaintiffs are
18 further informed and believe and thereon allege that the acts and conduct herein alleged of each
19 Defendant was known to, authorized by and/or ratified by the other Defendants, and each of them.
20

21 FACTS COMMON TO ALL ALLEGATIONS

22 10. In early September 2010, TwinSpin recording artists Carmen Thomas and Camille
23 Thomas p/k/a "Carmen & Camille" ("Carmen & Camille"), acting as Plaintiffs' agents, met with
24 Cassavetes at the production office for the Picture located in Studio City, California, where
25 Cassavetes was engaged in the pre-production process (including finalizing the Picture's
26 screenplay). During this meeting, Cassavetes pitched an exciting and enticing opportunity to
27 "Carmen & Camille." Specifically, Cassavetes represented to "Carmen & Camille" that he
28 believed they would be well suited to perform certain speaking roles in the Picture, and that their

12/18/2012

1 musical talents would be perfect for the soundtrack of the Picture. Cassavetes even identified two
2 roles in particular that he was writing for the Picture that could be reserved for "Carmen &
3 Camille" and described the specific scenes in the Picture which would feature those roles.
4 Cassavetes also mentioned a specific song - Tracy Ullman's "They Don't Know" - that he thought
5 would work well for "Carmen & Camille" to sing on the Picture's soundtrack.

6 11. However, there was one catch to Cassavetes' pitch - namely, Cassavetes was in
7 need of an immediate short term loan of \$300,000 to be used for the development and production
8 of the Picture, which would be repaid with interest in the aggregate amount of \$345,000 no later
9 than October 15, 2010. Accordingly, Cassavetes represented to "Carmen & Camille" that if
10 TwinSpin would agree to provide the Loan, he would (a) cast "Carmen & Camille" in the
11 speaking roles he had previously identified in the Picture, (b) feature at least one song by "Carmen
12 & Camille" in the soundtrack of the Picture (the "Song"), (c) provide plaintiff Thomas with a
13 producer credit on the Picture, and (d) repay the Loan and interest in the aggregate amount of
14 \$345,000 no later than October 15, 2010.

15 12. Excited by the prospect of furthering the career of its recording artists "Carmen &
16 Camille," as well as the opportunity to receive a production credit on a major motion picture,
17 TwinSpin agreed to provide the Loan to Cassavetes. To this effect, Plaintiffs and Cassavetes,
18 through his authorized representatives, entered into the Loan Agreement dated as of September
19 10, 2010. In reliance on the terms of the Loan Agreement and the other representations made by
20 Cassavetes as alleged herein, TwinSpin loaned Cassavetes, through his agents and representatives,
21 the principal amount of \$300,000 as a short-term bridge loan to commence the development and
22 production of the Picture. Pursuant to the terms of the Loan Agreement, Cassavetes agreed that
23 the Loan and interest thereon in the aggregate amount of \$345,000 would be repaid no later than
24 October 15, 2010.

25 13. Cassavetes subsequently materially breached the Loan Agreement and defaulted on
26 the obligation to repay the Loan when due. Despite prior demand on behalf of Plaintiffs that
27 Cassavetes repay the Loan with interest thereon as agreed, and despite further assurances by
28 Cassavetes that the Loan would be repaid, Cassavetes has nevertheless failed and refused to repay

10/18/2012

1 any portion of the principal and interest thereon. The outstanding balance of the Loan continues
2 to accrue interest at the maximum legal rate.

3 14. Cassavetes further materially breached the Loan Agreement and his individual
4 warranties and representations by failing and refusing to secure speaking roles in the Picture for
5 "Carmen & Camille," failing and refusing to feature the Song in the Picture, and failing and
6 refusing to secure the agreed upon producer credit for plaintiff Thomas.

7
8 **FIRST CAUSE OF ACTION**

9 **(For Breach of Contract)**

10 15. Plaintiffs reallege, adopt and incorporate by reference, each and every allegation
11 contained in Paragraphs 1 through 14, inclusive, of this Complaint as if fully set forth herein.

12 16. As alleged above, Plaintiffs and Cassavetes, through Cassavetes' agents and
13 representatives, entered into the written Loan Agreement dated as September 10, 2010.
14 Cassavetes represented to Plaintiffs that the Loan was for his benefit and use, and would be used
15 in connection with the development and production of the Picture. In consideration for the Loan,
16 Cassavetes promised to (1) guarantee repayment of the Loan and interest thereon in the aggregate
17 amount of U.S. \$345,000 no later than October 15, 2010, (2) cast "Carmen & Camille" in
18 speaking roles in the Picture, (3) feature the Song in the soundtrack of the Picture, and (4) award
19 plaintiff Thomas a producer credit on the Picture.

20 17. Plaintiffs have at all times performed all duties and obligations under the Loan
21 Agreement, except to the extent that they were excused or prevented from doing so by the acts and
22 omissions of Cassavetes.

23 18. Cassavetes has materially breached the Loan Agreement by failing and refusing to
24 (1) timely repay the Loan and interest thereon, (2) cast "Carmen & Camille" in speaking roles in
25 the Picture, (3) feature the Song in the soundtrack of the Picture, and (4) award plaintiff Thomas
26 a producer credit on the Picture.

27 19. As a direct and proximate result of the aforesaid material breaches of the Loan
28 Agreement by Cassavetes, Plaintiffs have suffered damages in an amount not currently known,

1 but believed to be in excess of Five Hundred Thousand Dollars (U.S. \$500,000). When Plaintiffs
2 have ascertained the full amount of their damages, they will seek leave of Court to amend this
3 Complaint accordingly.

4
5 **SECOND CAUSE OF ACTION**

6 **(For Breach of the Covenant of Good Faith and Fair Dealing)**

7 20. Plaintiffs reallege, adopt and incorporate by reference, each and every allegation
8 contained in Paragraphs 1 through 14, and 15 through 19, inclusive, of this Complaint as if fully
9 set forth herein.

10 21. Implied in every contract is a covenant of good faith and fair dealing that neither
11 party will engage in any act or omission that is intended, or has the natural tendency, to deprive
12 the other of the benefits of the bargain. This covenant is implied in the Loan Agreement, and
13 imposes upon Cassavetes a duty not to engage in any act or omission which would frustrate
14 Plaintiffs' enjoyment of their rights and benefits under the Loan Agreement.

15 22. Cassavetes has breached the implied covenant of good faith and fair dealing, and
16 denied Plaintiffs the rights and benefits to which they are entitled under the Loan Agreement by
17 engaging in conduct designed to frustrate the purpose of the Loan Agreement and prevent
18 Plaintiffs from receiving the benefit of the bargain, namely, the ability to recoup their investment
19 on a timely basis, to secure the speaking roles in the Picture on behalf of "Carmen & Camille,"
20 have the Song featured in the soundtrack of the Picture, and to secure the producer credit on behalf
21 of Thomas. Specifically, Cassavetes has breached the implied covenant of good faith and fair
22 dealing by, among other wrongful conduct, falsely representing that he would timely repay the
23 Loan and interest and that he would cast "Carmen & Camille" in speaking roles in the Picture,
24 feature the Song in the Picture, and award a producer credit to Thomas.

25 23. The conduct of Cassavetes as alleged herein demonstrates an intentional failure and
26 refusal to discharge his contractual responsibilities not by an honest mistake, bad judgment or
27 negligence but, rather, by Cassavetes' conscious and deliberate actions, which have unfairly
28 frustrated the agreed upon purpose of the Loan Agreement and deprived Plaintiffs of the benefit

1 of the bargain.

2 24. As a direct and proximate result of Cassavetes' breach of the implied covenant of
3 good faith and fair dealing, Plaintiffs have suffered damages in an amount not currently known,
4 but believed to be in excess of Five Hundred Thousand Dollars (U.S. \$500,000). When Plaintiffs
5 have ascertained the full amount of their damages, they will seek leave of Court to amend this
6 Complaint accordingly.

7

8

THIRD CAUSE OF ACTION

9

(For Fraudulent Misrepresentation)

10 25. Plaintiffs reallege, adopt and incorporate by reference, each and every allegation
11 contained in Paragraphs 1 through 14, 16 through 19, and 21 through 24, inclusive, of this
12 Complaint as if fully set forth herein.

13 26. As alleged hereinabove, in early September of 2010, while at the production offices
14 of the Picture located in Studio City, California, Cassavetes represented to Plaintiffs, through their
15 authorized agents Carmen Thomas and Camille Thomas p/k/a "Carmen & Camille," that if
16 TwinSpin agreed to loan \$300,000 to commence the development and production of the Picture,
17 Cassavetes would (1) guarantee repayment of the Loan and interest thereon in the aggregate
18 amount of U.S. \$345,000 no later than October 15, 2010, (2) cast "Carmen & Camille" in
19 speaking roles in the Picture, (3) feature the Song in the soundtrack of the Picture, and (4) award
20 plaintiff Thomas a producer credit on the Picture.

21 27. The foregoing representations were false. Specifically, at the time Cassavetes
22 made the foregoing representations to Plaintiffs, he either had no intention of timely repaying the
23 Loan, or of casting "Carmen & Camille" in the Picture, or of featuring the Song in the Picture,
24 or of providing Thomas with a producer credit, and/or otherwise made the aforesaid
25 representations recklessly and without regard for the truth. For example, Plaintiffs are informed
26 and believe that, at the same time Cassavetes was promising to write roles for "Carmen &
27 Camille" in the Picture, he was making a similar promise to at least one other investor, David
28 Ball. In fact, Mr. Ball also provided a bridge loan for the Picture in reliance on Cassavetes'

12/18/2012

1 promise that Mr. Ball's daughter would receive a speaking role in the Picture. However,
2 Plaintiffs are informed and believe that, at the time Cassavetes made his representations regarding
3 the speaking roles to Plaintiffs and Mr. Ball, only a single speaking role remained to be written
4 into the Picture. That role was eventually granted to Mr. Ball's daughter in the Picture.

5 28. Cassavetes made the foregoing representations with the intention that Plaintiffs rely
6 thereon and in order to induce Plaintiffs to act in reliance on those representations, and Plaintiffs
7 did in fact reasonably and justifiably rely on those representations to their detriment by entering
8 into the Loan Agreement and providing the Loan for Cassavetes' benefit and use.

9 29. As a direct and proximate result of the Cassavetes' fraudulent misrepresentations,
10 Plaintiffs have suffered damages in an amount not currently known, but believed to be in excess
11 of Five Hundred Thousand Dollars (U.S. \$500,000). When Plaintiffs have ascertained the full
12 amount of their damages, they will seek leave of Court to amend this Complaint accordingly.

13 30. Plaintiffs are informed and believe and based thereon allege that Cassavetes, in
14 doing the things herein alleged acted willfully, maliciously, oppressively and despicably with the
15 full knowledge of the adverse effect of his actions on Plaintiffs, and with willful and deliberate
16 disregard of the consequences to Plaintiffs. By reason thereof, Plaintiffs are entitled to recover
17 punitive and exemplary damages from Cassavetes in an amount to be determined at the time of
18 trial.

19
20 **FOURTH CAUSE OF ACTION**

21 **(For Negligent Misrepresentation)**

22 31. Plaintiffs reallege, adopt and incorporate by reference, each and every allegation
23 contained in Paragraphs 1 through 14, 16 through 19, and 21 through 24, and 26 through 30,
24 inclusive, of this Complaint as if fully set forth herein.

25 32. As alleged hereinabove, in early September of 2010, while at the production offices
26 of the Picture located in Studio City, California, Cassavetes represented to Plaintiffs, through their
27 authorized agents Carmen Thomas and Camille Thomas p/k/a "Carmen & Camille," that if
28 TwinSpin agreed to loan \$300,000 to commence the development and production of the Picture,

1 Cassavetes would (1) guarantee repayment of the Loan and interest thereon in the aggregate
2 amount of U.S. \$345,000 no later than October 15, 2010, (2) cast "Carmen & Camille" in
3 speaking roles in the Picture, (3) feature the Song in the soundtrack of the Picture, and (4) award
4 plaintiff Thomas a producer credit on the Picture.

5 " 33. At the time Cassavetes made the foregoing representations to Plaintiffs, he had no
6 reasonable grounds for believing that the representations were true.

7 34. Cassavetes made the foregoing representations in order to induce Plaintiffs to act
8 in reliance on those representations, and Plaintiffs did in fact reasonably rely on those
9 representations to their detriment by entering into the Loan Agreement and providing the Loan.

10 35. As a direct and proximate result of Cassavetes' negligent misrepresentations,
11 Plaintiffs have suffered damages in an amount not currently known, but believed to be in excess
12 of Five Hundred Thousand Dollars (U.S. \$500,000). When Plaintiffs have ascertained the full
13 amount of their damages, they will seek leave of Court to amend this Complaint accordingly.

14

15

PRAYER FOR RELIEF

16 **AS TO THE FIRST CAUSE OF ACTION:**

17 " 1. General and special damages in an amount not less than U.S. \$500,000 in
18 accordance with proof at trial, together with interest thereon at the legal rate;

19 **AS TO THE SECOND CAUSE OF ACTION:**

20 2. General and special damages in an amount not less than U.S. \$500,000 in
21 accordance with proof at trial, together with interest thereon at the legal rate;

22 **AS TO THE THIRD CAUSE OF ACTION:**

23 3. General and special damages in an amount not less than U.S. \$500,000 in
24 accordance with proof at trial, together with interest thereon at the legal rate;

25 4. Exemplary and punitive damages in an amount according to proof at the time of
26 trial;

27 ///

28 ///

12/18/2012

1 **AS TO THE FOURTH CAUSE OF ACTION:**

2 5. General and special damages in an amount not less than U.S. \$500,000 in
3 accordance with proof at trial, together with interest thereon at the legal rate;

4 **AS TO ALL CAUSES OF ACTION:**

5 6. For all costs of suit;

6 7. For the maximum interest as may be provided by law;

7 8. For reasonable attorneys fees as may be provided by law; and

8 9. For such other and further relief as deemed just and proper.

9

10 DATE: December 17, 2012

LAVELY & SINGER
PROFESSIONAL CORPORATION
BRIAN G. WOLF
DAVID B. JONELIS

11

12

13

By: 

BRIAN G. WOLF

Attorneys for Plaintiffs JOHN THOMAS
and TWINSPIN MUSIC

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

12/18/2012

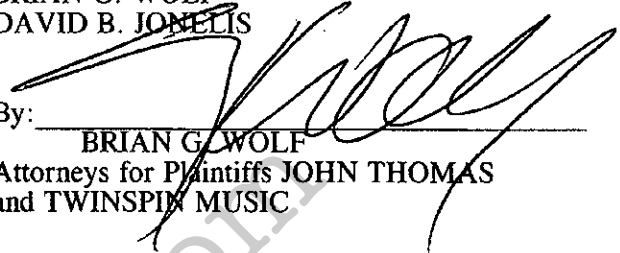
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Please take notice that Plaintiffs JOHN THOMAS and TWINSPIN MUSIC demand a trial by jury.

DATE: December 17, 2012

LAVELY & SINGER
PROFESSIONAL CORPORATION
BRIAN G. WOLF
DAVID B. JONELIS

By: 
BRIAN G. WOLF
Attorneys for Plaintiffs JOHN THOMAS
and TWINSPIN MUSIC

DEADLINE.COM

12/18/2012

FOR COURT USE ONLY

FILED

LOS ANGELES SUPERIOR COURT

DEC 18 2012

JOHN A. CLARKE, CLERK
BY MARY FLORES, DEPUTY

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

BRIAN G. WOLF (SBN 135257)
DAVID B. JONELIS (SBN 265235)
LAVELY & SINGER PROFESSIONAL CORPORATION
2049 Century Park East, Suite 2400
Los Angeles, California 90067

TELEPHONE NO.: (310) 556-3501 FAX NO.: (310) 556-3615

ATTORNEY FOR (Name): **Plaintiffs JOHN THOMAS and TWINSPIN MUSIC**

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, California 90012**

BRANCH NAME: **CENTRAL DISTRICT**

CASE NAME: **TWINSPIN v. CASSAVETES**

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)

CASE NUMBER: **BC497650**

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

- 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 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
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. 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): **FOUR (4)**

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: **December 17, 2012**

BRIAN G. WOLF

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate 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.

ORIGINAL

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 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

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

SHORT TITLE: **TWINSPIN v. CASSAVETES**

CASE NUMBER

BC 49 7 6 5 0

**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)

- | | |
|----------------------------------------------------------------------------------|------------------------------------------------------------|
| 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.

ORIGINAL

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.

SHORT TITLE: **TWINSPIN v. CASSAVETES**

CASE NUMBER

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 <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	1., 2., 3.
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 checked="" 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.

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 <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

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: **TWINSPIN v. CASSAVETES**

CASE NUMBER

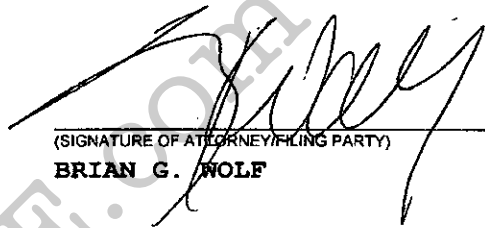
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 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.

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.

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p> <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. </p>	<p>ADDRESS:</p> <p style="text-align: center;">10Yw110w Productions + [unclear]</p>			
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; border-right: 1px solid black; padding: 2px;">CITY: Studio City</td> <td style="width:20%; border-right: 1px solid black; padding: 2px;">STATE: CA</td> <td style="padding: 2px;">ZIP CODE: ✓</td> </tr> </table>	CITY: Studio City	STATE: CA	ZIP CODE: ✓	
CITY: Studio City	STATE: CA	ZIP CODE: ✓		

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: 12/17/12


 (SIGNATURE OF ATTORNEY/FILING PARTY)
BRIAN G. WOLF

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.

12/18/12