

38 Maureen Lewis

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FILED
Los Angeles Superior Court

JAN 25 2013

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY, Deputy

Attorneys for Plaintiff
The Results Group, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

THE RESULTS GROUP, LLC, a California)
limited liability company,)
)
Plaintiff,)
)
v.)
)
SYFY MEDIA PRODUCTIONS, LLC, a)
Delaware limited liability company;)
NBCUNIVERSAL MEDIA, LLC, a Delaware)
limited liability company; and DOES 1 to 100.)
)
Defendants.)

CASE NO. **BC 499 846**

COMPLAINT FOR:
(1) BREACH OF IMPLIED-IN-FACT CONTRACT;
(2) BREACH OF CONFIDENCE;
(3) PROMISSORY ESTOPPEL; AND
(4) UNFAIR COMPETITION (CAL. BUS. & PROF. CODE SECTION 17200, ET. SEQ.)

DEMAND FOR JURY TRIAL

01/25/13 12:01:33

CLERK/CASE: BC499846
LEAD/DEF#:
RECEIPT #: CCH469980099
DATE PAID: 01/25/13 03:49 PM
PAYMENT: \$435.00 \$10
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

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1 Plaintiff The Results Group, LLC ("Results Group") complains and alleges as follows:

2 **THE PARTIES**

3 1. Results Group is a California limited liability company with its principal place of
4 business in the county of Los Angeles, California.

5 2. Results Group is the successor-in-interest of Studio City TM ("Studio City"), and
6 is asserting the claims alleged herein based in part or in whole on an assignment of such claims
7 from Studio City, which is a California corporation with its principal place of business in the
8 county of Los Angeles, California.

9 3. Results Group is informed and believes and thereon alleges that Defendant
10 NBCUniversal Media, LLC ("NBC") is a limited liability company organized under the laws of
11 the State of Delaware, with its principal place of business in the county of Los Angeles,
12 California.

13 4. Results Group is informed and believes and thereon alleges that SyFy Media
14 Productions, LLC ("SyFy") is a limited liability company organized under the laws of the State
15 of Delaware, with its principal place of business in the county of Los Angeles, California.

16 Results Group further is informed and believes and thereon alleges that SyFy is the entity that
17 distributes television content on the cable television channel known as "SyFy." Results Group
18 further is informed and believes and thereon alleges that SyFy is a division of, and is owned,
19 operated and controlled by, NBC.

20 5. SyFy and NBC are referenced herein collectively as "Defendants."

21 6. The true names and capacities of Defendants named herein as Does 1 through 100
22 are unknown to Results Group, who, therefore, sues these Defendants by such fictitious names.
23 Results Group will amend this complaint to show the true names and capacities of the Doe
24 Defendants when they have been ascertained. Results Group is informed and believes and
25 thereon alleges that each of the named Defendants and Does 1 through 100, and each of them
26 were responsible in some manner for the acts and transactions hereinafter alleged and are liable
27 to Results Group therefore.

28 7. Results Group is informed and believes and thereon alleges that at all times herein

1 mentioned each of the Defendants was the agent and/or employee of the other, and at all times
2 herein mentioned was acting within the scope of such agency and/or employment.

3 8. Jurisdiction and venue for this action in the County of Los Angeles are proper
4 pursuant to California Code of Civil Procedure § 393 and § 395 in that, among other things, and
5 all of the relevant events took place in the County of Los Angeles, State of California and the
6 Defendants are entities with their principal place of business in the County of Los Angeles, State
7 of California.

8 **BACKGROUND FACTS**

9 9. In or about December 2008, Results Group and Studio City entered into a written
10 agreement whereby Results Group agreed to, among other things, grow a reality television
11 division for Studio City to complement Studio City's existing business, develop content for
12 Studio City's reality television projects, and pitch Studio City's reality television projects to
13 studios (the "Development Agreement").

14 10. Pursuant to the Development Agreement, Results Group helped develop content
15 related to a proposed reality/competition television series called "Face Off." The materials
16 included, among other things, a treatment titled "'Face Off' Show Treatment" that contained a
17 detailed show synopsis and defined episodic show challenges, a list of attachments (comprised of
18 both celebrity talent and organizations), graphics documents entitled "Hollywood Make-Up" and
19 "Challenges," and a high quality sales presentation video (collectively, the "Face Off Pitch
20 Materials").

21 11. As reflected by the Face Off Pitch Materials, Results Group and Studio City
22 invested a substantial amount of time in developing their proposed television series. The Face
23 Off Pitch Materials included fully developed expressions to illustrate in detail the concept for
24 their proposed television series.

25 12. Due to the fact that the Results Group and Studio City invested substantial
26 resources in the Face Off Pitch Materials, they maintained the Face Off Pitch Materials as strictly
27 confidential. Results Group and Studio City disclosed the content of the Face Off Pitch
28 Materials only under circumstances in which the communication was confidential either by

1 agreement or by operation of law.

2 13. On May 27, 2009, Ramin "Ray" Doustdar, the sole member of Results Group,
3 David Hurwitz (a television producer brought in by Results Group), Chris Newman (agent from
4 William Morris Agency who represented Hurwitz), and Richard Orosco (a consultant brought in
5 by Results Group) met with Tim Krubsack, Shannan Johnson and Tzarina Edillon from SyFy
6 (the "Pitch Meeting").

7 14. Results Group is informed and believes and thereon alleges that, the meeting was
8 arranged by Chris Newman at William Morris Endeavor Entertainment, who was Mr. Hurwitz's
9 agent at the time and representing the Face Off Pitch Materials on behalf of Hurwitz, Results
10 Group, and Studio City. Results Group is informed and believes and thereon alleges that
11 Newman told Defendants in advance of the Pitch Meeting that the purpose was for Results
12 Group, Studio City, and Mr. Hurwitz to pitch Defendants a proposal to air the television series
13 that Results Group and Studio City had developed, "Face Off," on The SyFy Network. Results
14 Group is informed and believes and thereon alleges that Defendants voluntarily invited Results
15 Group, Mr. Newman, and Mr. Hurwitz to the Pitch Meeting to hear the proposed pitch.

16 15. When the Pitch Meeting occurred, the parties present at the meeting had an
17 implied understanding and agreement that the standard entertainment industry terms for the
18 submission of a pitch (such as the pitch that Results Group and Studio City arranged to present)
19 would apply to the Pitch Meeting.

20 16. First, the parties present impliedly understood and agreed that Defendants would
21 not use the Face Off Pitch Materials in connection with a television series (or other entertainment
22 content) without also hiring Studio City and Results Group as the producers on terms and
23 conditions that were and are standard in the entertainment industry (the "Implied Credit and
24 Compensation Agreement"). (The standard practice in the entertainment industry is that a studio
25 hiring a production company for a reality/competition television series will: (1) publicly identify
26 the production company in the credits as the producer of the television series; and (2)
27 compensate the production company within a generally accepted range. Here, Studio City would
28 have received credit as the production company of record and Doustdar and Stuart Weiss of

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Studio City ("Weiss") would have received credit as executive producers.)

17. Second, the parties present impliedly understood and agreed that Defendants would maintain the Face Off Pitch Materials in confidence, except in the event that they reached a subsequent agreement to exploit the Face Off Pitch Materials in connection with a television series to be distributed to the public (the "Implied Confidentiality Agreement").

18. The Pitch Meeting also included a substantive presentation by Results Group regarding their proposed television series. Among other things, Results Group provided Defendants with an original and complete copy of the Face Off Pitch Materials.

19. Following the Pitch Meeting, Defendants informed Results Group and Studio City, through Mr. Newman and Mr. Hurwitz, that Defendants had decided not to pursue a television series based on the Face Off Pitch Materials.

20. Later in 2009, Defendants announced that they would be releasing a television series entitled "Face Off," which, like the Face Off Pitch Materials proposed, would be a reality television series based on the general concept of creating a competition between special effects make-up artists.

21. At the time of the announcement, Studio City and Results Group had some concern that the title and basic concept of Defendants' proposed television series seemed to be the same as the title and basic concept from the Face Off Pitch Materials. Based on that concern, Studio City requested that Defendants provide any evidence that their proposed television series was not copied from the Face Off Pitch Materials. In response, Defendants provided a package of documents that purported to show, among other things, that: (1) Defendants had been planning to air a reality television series consisting of a competition among make-up artists before the Pitch Meeting ever occurred; (2) Defendants had not copied the Face Off Pitch Materials in connection with their proposed television series; and (3) another production company, Mission Control Media, Inc. ("Mission Control"), independently conceived and proposed the title "Face Off."

22. On January 26, 2011, Defendants aired their television series entitled "Face Off" (the "Television Series") for the first time. The credits for the Television Series stated that the

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1 Television Series was produced by Mission Control, not by Studio City and Results Group.

2 23. Until the Television Series appeared on the air, Results Group and Studio City did
3 not have access to information indicating the extent to which Defendants had used the Face Off
4 Pitch Materials to create the Television Series. Specifically, Results Group is informed and
5 believes and thereon alleges that Defendants maintained the content of the Television Series as
6 strictly confidential until it was aired, which is a generally accepted and standard practice in the
7 television industry. After several episodes of the Television Series aired on The SyFy Network,
8 Defendants realized the falsity of Defendants' prior representations that they had not copied the
9 Face Off Pitch Materials and that Mission Control had independently developed their proposed
10 television series. In other words, Defendants had concealed the true facts from Studio City and
11 Results Group such that the statute of limitations was tolled during the period of concealment.

12 24. After Defendants aired several episodes of the Television Series, Studio City and
13 Results Group for the first time had access to and/or possession of sufficient information to
14 determine that Studio City had a valid cause of action against Defendants. Specifically, the
15 Television Series included episodes that were substantially similar to the Face Off Pitch
16 Materials in the following key respects, among others:

17 a. The Pitch Materials proposed a special effects make-up competition television
18 series with the name "Face/Off," which was to be hosted by a female actor with
19 experience working in television and film with special effects make-up,
20 adjudicated by a panel of three judges who are special effects make-up artists or
21 have experience in the special effects make-up industry., and centered around a
22 \$100,000 prize for the winning contestant. The Series copied each of those basic
23 elements from the Pitch Materials.

24 b. The first episode of the first season of the Series was titled "Welcome to the
25 Jungle" and required the contestants to make-up models so that the models looked
26 like "a hybrid from a human and either a beetle, an ostrich, or an elephant." That
27 episode was substantially similar to the proposed challenge in the Pitch Materials
28 titled "I Am Animal," which required the contestants to make-up models by

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drawing "different animal types [birds, apes, cats]" so that each model instantly conveys the animal"

- c. The second episode of the first season of the Series was titled "Naked Ambition" and gave the contestants "six hours to execute a body painting concept [on a naked model] that is worthy of a magazine cover shot in the vein of Demi Moore's birthday suit cover for Vanity Fair magazine." That episode was substantially similar to the proposed challenge in the Pitch Materials titled "Naked Beneath Our Clothes," which posed the following challenge: "Each contestant chooses a model dressed in an elaborate outfit not knowing the reason why. Surprise: they must now paint that outfit on the model's body [i.e. Demi Moore Vanity Fair cover]."
- d. The third episode of the first season of the Series was titled "Out of This World," and required the contestants to make-up the models "to create a full-bodied alien." That episode was substantially similar to the proposed challenge in the Pitch Materials titled "Alien Invasion," which proposed to "give the artists free range to create a new alien for an upcoming sci-fi movie or TV show."

25. The above-described similarities between the Series and the Pitch Materials are a mere sample of the total number of similarities. During the three seasons that the Series has aired, the Series has used many other elements of the proposed challenges from the Face Off Pitch Materials.

26. On January 25, 2012, Studio City and Results Group entered into an assignment agreement (the "Assignment Agreement") pursuant to which Results Group became the successor-in-interest of Studio City and received an assignment of, among other claims, all of Studio City's claims arising from Defendants' use of the Pitch Materials (the "Assigned Claims")

FIRST CAUSE OF ACTION
(Breach of Implied-in-Fact Contract against All Defendants and Does 1-100, Inclusive)

27. Results Group realleges, and incorporates herein by reference as if set forth in full, paragraphs 1 through 26 above.

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28. As set forth above, Studio City and Defendants entered into the Implied Credit and Compensation Agreement.

29. Standard practices in the entertainment industry include the following:

- a. A studio that voluntarily receives a pitch for a television series will not use the material pitched to it unless the studio hires the persons or entities who own the pitch materials to work in their regular profession in connection with the television series (e.g. if the pitch is made by a production company, then the studio may not use the pitch materials to make a television series unless it hires the production company to produce that television series);
- b. A studio that hires a production company to produce a reality television series that the production company created and pitched will: (1) publicly identify the production company in the credits as the producer of the television series; and (2) compensate the production company within a generally accepted range, including both fixed "front end" compensation and contingent "back end" compensation.

30. The parties did not discuss any limitation on the assignability of Studio City's rights under the Implied Credit and Compensation Agreement.

31. Pursuant to the Assignment Agreement, the Result Group acquired the right to assert Studio City's claims arising from any breach of the Implied Credit and Compensation Agreement.

32. Results Group is informed and believes and thereon alleges that Studio City performed all its obligations pursuant to the Implied Credit and Compensation Agreement.

33. Defendants breached the Implied Credit and Compensation Agreement by using the Face Off Pitch Materials in creating the Television Series that it ultimately aired beginning on January 26, 2011, as evidenced by the facts that: (1) Defendants had access to the Face Off Pitch Materials; and (2) many of the episodes of the Television Series are substantially similar to the content included in the Face Off Pitch Materials.

34. If Defendants had honored the Implied Credit and Compensation Agreement, Studio City would have received credit as the production company of record and Doustdar and

1 Weiss would have received credit as executive producers, and they all would have earned
2 associated compensation.

3 35. Thus, as a proximate result of Defendants' breach of the Implied Credit and
4 Compensation Agreement with Studio City, Studio City and Results Group have suffered and
5 will continue to suffer damages far in excess of the minimum jurisdiction of this Court and
6 subject to proof at trial.

7 36. Results Group is entitled to collect from Defendants the amount of the damage
8 suffered by Studio City based on the Assignment Agreement.

9 **SECOND CAUSE OF ACTION**
10 **(Breach of Confidence against All Defendants and Does 1-100, Inclusive)**

11 37. Results Group realleges, and incorporates herein by reference as if set forth in
12 full, paragraphs 1 through 36 above.

13 38. As set forth above, Studio City and Defendants entered into the Implied
14 Confidentiality Agreement.

15 39. The parties did not discuss any limitation on the assignability of Studio City's
16 rights under the Implied Confidentiality Agreement.

17 40. Pursuant to the Assignment Agreement, the Results Group acquired the right to
18 assert Studio City's claims arising from any breach of the Implied Confidentiality Agreement
19 and/or from a common law breach of confidence.

20 41. Results Group is informed and believes and thereon alleges that Studio City
21 performed all its obligations pursuant to the Implied Confidentiality Agreement.

22 42. Defendants breached the Implied Confidentiality Agreement and their common
23 law obligations to maintain the confidentiality of the Face-Off Pitch Materials by using the Face
24 Off Pitch Materials in creating the Television Series that it ultimately aired beginning on January
25 26, 2011, as evidenced by the facts that: (1) Defendants had access to the Face Off Pitch
26 Materials; and (2) many of the episodes of the Television Series are substantially similar to the
27 content included in the Face Off Pitch Materials.

28 43. If Defendants had honored the Implied Confidentiality Agreement and their

1 common law obligations to maintain the confidentiality of the Face Off Pitch Materials, Studio
2 City and Results Group would have been able to successfully pitch Defendants or another studio
3 on the proposal to air a television series based on the Face Off Pitch Materials pursuant to the
4 standard terms in the entertainment industry set forth above.

5 44. Thus, as a proximate result of Defendants' breach of the Implied Confidentiality
6 Agreement and Defendants' breach of their common law obligations to maintain the
7 confidentiality of the Pitch Materials, Studio City and Results Group have suffered and will
8 continue to suffer damages far in excess of the minimum jurisdiction of this Court and subject to
9 proof at trial.

10 45. In doing the things herein alleged, Defendants acted with malice, oppression, and
11 fraud as those terms are defined by California Civil Code Section 3294. Defendants, and each of
12 them, accomplished these acts with a conscious disregard for Studio City's rights.

13 46. Results Group is entitled to collect from Defendants: (1) the amount of the
14 damage suffered by Studio City based on the Assignment Agreement; and (2) punitive damages,
15 to the extent available pursuant to law based on the Assignment Agreement.

16 **THIRD CAUSE OF ACTION**
17 **(Unfair Competition (Cal. Bus. & Prof. Code Section 17200, et. seq.) against All Defendants**
18 **and Does 1-100, Inclusive)**

19 47. Results Group realleges, and incorporates herein by reference as if set forth in
20 full, paragraphs 1 through 46 above.

21 48. Results Group is informed and believes and thereon alleges that the Defendants
22 engaged in the unlawful conduct set forth above.

23 49. Results Group is informed and believes and thereon alleges that the Defendants
24 stand to earn millions of dollars in profits from the distribution of the Television Series, which
25 has become a tremendous commercial success.

26 50. Further, it would be unjust for Defendants to retain those profits without
27 compensating Studio City or Results Group because, among other things, Studio City and
28 Results Group performed a substantial amount of work to develop the Face Off Pitch Materials,
which Defendants used extensively, without permission and contrary to the parties' agreements,

1 in creating the Television Series that it ultimately aired, as evidenced by the facts that: (1)
2 Defendants had access to the Face Off Pitch Materials; and (2) many of the episodes of the
3 Television Series are substantially similar to the content included in the Face Off Pitch Materials.

4 51. Results Group is informed and believes and thereon alleges that, as a proximate
5 result of the Defendants' wrongful and unlawful conduct alleged herein, the Defendants have
6 earned amounts far in excess of the minimum jurisdiction of this Court and subject to proof at
7 trial, some or all of which was earned unjustly and which constitutes unjust enrichment in that
8 Defendants paid nothing to the creators of the Face Off Pitch Materials.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Results Group prays for judgment against each of the Defendants as
11 follows:

12 On the First Cause of Action (Breach of Implied-in-Fact Contract):

- 13 1. For damages in an amount in excess of the jurisdictional minimum of this Court,
14 according to proof at trial, including without limitation, the value of the lost credit that
15 Studio City would have received and the lost compensation that Studio City would have
16 earned as a producer of the Television Series.
- 17 2. For costs of suit.
- 18 3. For prejudgment interest at the maximum rate permitted by law.
- 19 4. For such other and further relief as justice may require.

20 On the Second Cause of Action (Breach of Confidence):

- 21 1. For damages in an amount in excess of the jurisdictional minimum of this Court,
22 according to proof at trial, including without limitation, the value of the lost credit that
23 Studio City would have received and the lost compensation that Studio City would have
24 earned as a producer of a television series based on the Face Off Pitch Materials.
- 25 2. For costs of suit.
- 26 3. For prejudgment interest at the maximum rate permitted by law.
- 27 4. For punitive damages, to the extent permitted by law.
- 28 5. For such other and further relief as justice may require.

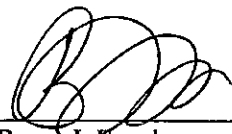
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On the Third Cause of Action (Unfair Competition (Cal. Bus. & Prof. Code Section 17200, et. seq.):

1. For disgorgement of all amounts that Defendants have earned or will earn unjustly in connection with the Television Series, in an amount in excess of the jurisdictional minimum of this Court, according to proof at trial, including without limitation, the value of the lost credit that Studio City would have received and the lost compensation that Studio City would have earned as a producer of the Television Series.
2. For costs of suit.
3. For prejudgment interest at the maximum rate permitted by law.
4. For such other and further relief as justice may require.

Dated: January 28, 2013

FREEDMAN & TAITELMAN, LLP

By: 
Bryan J. Freedman
Steven B. Stiglitz
Attorneys for Plaintiff
The Results Group, LLC

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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ATTORNEY FOR (Name): The Results Group, LLC
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central

CASE NAME: The Results Group, LLC v. SYFY Media Productions, LLC, et al.

FOR COURT USE ONLY
FILED
Los Angeles Superior Court
JAN 25 2013
John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

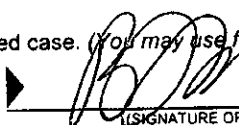
Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 499846**
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:
- | | | |
|--|---|--|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
<p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
<p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
<p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
<p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
<p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
<p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20)
<p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
<p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 5
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: 1/25/2013

Bryan J. Freedman, Esq. (SBN 156254) (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.

Page 1 of 2

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

**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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	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.
Other Personal Injury/Property Damage/ Wrongful Death Tort	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.	

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Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-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.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	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.
Provisionally Complex Litigation	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	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	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	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Miscellaneous Civil Petitions	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	2., 3., 9.
<input type="checkbox"/> A6123 Workplace Harassment		2., 3., 9.	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2., 3., 9.	
<input type="checkbox"/> A6190 Election Contest		2.	
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input 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.			ADDRESS: 100 Universal City Plaza		
CITY: Universal City	STATE: CA	ZIP CODE: 91608			

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 Los Angeles courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: 1/25/2013



(SIGNATURE OF ATTORNEY/FILING PARTY)
Bryan J. Freedman, Esq.

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.