

1 BRIAN G. WOLF (SBN 135257)
2 DANIEL R. GUTENPLAN (SBN 260412)
3 LAVELY & SINGER
4 PROFESSIONAL CORPORATION
5 2049 Century Park East, Suite 2400
6 Los Angeles, California 90067-2906
7 Telephone: (310) 556-3501
8 Facsimile: (310) 556-3615

9 E-Mail: bwolf@lavelysinger.com
10 dgutenplan@lavelysinger.com

11 Attorneys for Petitioner ROW 1 PRODUCTIONS, LLC

FILED
Los Angeles Superior Court

FEB 13 2013

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

*6/20/13
9024*

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES

15 ROW 1 PRODUCTIONS, LLC, a
16 Delaware Limited Liability Company,
17
18 Petitioner,
19
20 vs.

CASE NO.: **BS141587**
PETITION FOR PROVISIONAL RELIEF
PENDING ARBITRATION

21 GEORGIA FILM FUND SIXTEEN,
22 LLC, a Delaware Limited Liability
23 Company; RANDALL
24 EMMETT/GEORGE FURLA
25 PRODUCTIONS, LLC, a California
26 Limited Liability Company; RANDALL
27 EMMETT, an individual; and GEORGE
28 FURLA, an individual,

Defendants.

*85
Chalfant*

RECEIPT #: CCH465980032
DATE PAID: 02/13/13 09:12 AM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CIT/CASSE: BS141587
LEA/DEF#:

ORIGINAL
2013

THE NATURE OF THE ACTION

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1. Petitioner Row 1 Entertainment, LLC ("Row 1") is a motion picture financing company which provides, among other things, short-term bridge loans to film producers to fund and facilitate the pre-production of motion pictures. Row 1 entered into a Development Loan Agreement (the "Loan Agreement") dated as of July 10, 2012, with Defendants Georgia Film Fund Sixteen, LLC, Randall Emmett/George Furla Productions, LLC, Randall Emmett, and George Furla (collectively "Defendants"). Pursuant to the Loan Agreement Row 1 provided a bridge loan to Defendants in the principal amount of \$1,735,000 to be used in connection with the pre-production financing of the motion picture project *Motor City* (the "Loan"). The maturity date of the Loan was October 9, 2012 (the "Maturity Date"). A true and correct copy of the Loan Agreement is attached hereto as Exhibit "A."

2. Defendants have defaulted on the Loan Agreement, and have failed and refused to repay any portion of the Loan or the interest and late fees accrued thereon pursuant to the terms of the Loan Agreement. The principal balance of the Loan together with interest and late fees that is now due and owing by Defendants, jointly and severally, is \$2,682,743.83 (the "Amount Due"). On January 8, 2013, counsel for Row 1 served Defendants and their counsel with a demand for payment of the Amount Due and notice to cure letter, a true and correct copy of which is attached hereto as Exhibit "B." Despite that demand for payment of the Amount Due, Defendants failed to cure the default under the Loan Agreement, and have not paid any portion of the Amount Due.

3. Pursuant to the terms of the Loan Agreement, on February 8, 2013, Row 1 commenced an arbitration proceeding before JAMS (the "Arbitration") for breach of the Loan Agreement and to otherwise enforce its right to repayment. A true and correct copy of Row 1's Demand for Arbitration is attached hereto as Exhibit "C." In furtherance of these efforts, and pursuant to California Code of Civil Procedure § 1281.8, Row 1 has initiated this action against Defendants seeking the issuance of Writs of Attachment and Right to Attach Orders as to *each* of the Defendants to prevent Defendants from further dissipating the funds owed to Row 1 and

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///

02/13/2013

1 thereby rendering the eventual arbitration award ineffectual.¹

2 **THE PARTIES TO THIS DISPUTE**

3 4. Row 1 is, and at all times relevant hereto was, a Delaware limited liability company
4 with its principal place of business located in the County of Los Angeles, California.

5 5. Row 1 is informed and believes and based thereon alleges that Defendant Georgia
6 Film Fund Sixteen, LLC is, and at all times relevant hereto was, a Delaware limited liability
7 company with its principal place of business located in the County of Los Angeles, California.

8 6. Row 1 is informed and believes and based thereon alleges that Defendant Randall
9 Emmett/George Furla Productions, LLC is, and at all times relevant hereto was, a California
10 limited liability company with its principal place of business in the Country of Los Angeles,
11 California.

12 7. Row 1 is informed and believes and based thereon alleges that Defendant Randall
13 Emmett is, and at all times relevant hereto was, an individual residing in the County of Los
14 Angeles, California.

15 8. Row 1 is informed and believes and based thereon alleges that Defendant George
16 Furla is, and at all times relevant hereto was, an individual residing in the County of Los Angeles,
17 California.

18 **JURISDICTION**

19 9. This Court has jurisdiction over this matter pursuant to California Code of Civil
20 Procedure § 1281.8.

21 **THE DEVELOPMENT LOAN AGREEMENT**

22 10. On or about July 10, 2012, Row 1, on the one hand, and Defendants, on the other
23 hand, entered into the Loan Agreement, whereby Row 1 agreed to provide Defendants with a
24 bridge loan in the principal amount of \$1,735,000 to provide the pre-production financing of the

25 _____
26 ¹ Concurrently with this Petition, Row 1 has filed four Applications for Right to Attach Orders
27 and Orders for Issuance of Writ of Attachment against each of the four Defendants,
28 respectively, as well as a Memorandum in Support of Row 1's Applications. In addition to the
\$2,682,743.83 Amount Due under the Loan Agreement, Row 1 hereby seeks to attach
\$100,000 in reasonable attorneys' fees it will incur in this action and the Arbitration, and
which Row 1 is entitled to recover from Defendants pursuant to the Loan Agreement's
prevailing party provision. Exh. "A" at p. 11, ¶ 21.

1 motion picture project *Motor City*. Exhibit "A" attached hereto.

2 11. The Loan Agreement includes the following principal terms:

3 (a) Defendants agreed to pay Row 1 interest in the amount of 30% on the first
4 \$200,000 of the Loan and 20% on the remaining amount of \$1,535,000 during the term of the
5 Loan. Exh. "A" at p. 4, ¶ 4(b);

6 (b) Defendants further agreed that in the event that Defendants failed to repay
7 the principal and any accrued interest under the Loan Agreement within ten (10) days of the
8 Maturity Date of the Loan, Defendants would incur a late fee equal to 5% of the total amount due,
9 and an additional 5% late fee would be incurred each 30 days until the principal, interest and any
10 late fees are paid in full. *Id.* at p. 4, ¶ 4(e);

11 (c) The repayment term of the Loan plus accrued interest was 90 days from the
12 date of Defendants' receipt of the initial funds on July 11, 2012, making the Maturity Date of the
13 Loan October 9, 2012. *Id.* at pp. 3-4, ¶ 4(a);

14 (d) Defendants Randall Emmett and George Furla each personally and
15 individually guaranteed timely repayment of the Amount Due:

16 "Randall Emmett and George Furla shall be jointly and severally, absolutely and
17 unconditionally personally liable to Lender for complete and timely performance
18 of each and all the terms, agreements, covenants and conditions required to be
19 paid or performed by Producers pursuant to the Development Loan for the term
20 of the Agreement (including any extensions or renewals)."

19 *Id.* at p. 6, ¶ 7, and

20 (e) Defendants further agreed that in the event that "any action at law or in
21 equity is necessary to enforce or interpret the terms of this [Loan] Agreement . . . the prevailing
22 party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any
23 other relief to which such party may be entitled." *Id.* at p. 11, ¶ 21.

24 **DEFENDANTS' DEFAULT ON THE LOAN AGREEMENT**

25 12. Row 1 fully performed all obligations, covenants, terms and conditions to be
26 performed under the terms of the Loan Agreement, including timely providing the Loan in full
27 to Defendants.

28 ///

02/13/2013

1 13. Defendants, and each of them, have defaulted on their payment obligations under
2 the Loan Agreement, and failed and refused to repay any portion of the Loan and all accrued
3 interest on or before the October 9, 2012 Maturity Date. See Exhibit "B" attached hereto.

4 14. In the approximately four months that have elapsed since the Maturity Date, Row
5 1 has diligently sought to collect the full Amount Due under the Loan Agreement from
6 Defendants. On January 8, 2013, counsel for Row 1 sent a demand and notice to cure letter to
7 each of the Defendants and their counsel, demanding that Defendants timely cure their default
8 within the time provided by the Loan Agreement and pay to Row 1 the full Amount Due under
9 the Loan Agreement as of the time of that demand. Exhibit "B" attached hereto. Despite that
10 demand, Defendants failed to cure their default or otherwise pay any of the amounts due under
11 the Loan Agreement. As of the time of the filing of this Petition, Defendants have failed to repay
12 any portion of the Amount Due and have failed to make any firm commitment to pay the Amount
13 Due by a date certain.

14 15. As a result of Defendants' failure to timely pay the full amount of the principal and
15 interest owed under the Loan Agreement, additional interest and late fees have accrued. As of
16 the date of the filing of this Petition, the amount Defendants owe to Row 1, including the
17 principal sum, interest and late payments, totals \$2,682,743.83. Defendants continue to incur
18 5% late fee charges every 30 days they fail to repay the Amount Due.

19 **FIRST CAUSE OF ACTION**

20 **(Breach of Contract / Provisional Relief**

21 **Pursuant to C.C.P. §§ 1281.8, 481.010, et seq.)**

22 16. Row 1 repeats and realleges the allegations set forth in Paragraphs 1 through 15,
23 inclusive, as though fully set forth herein.

24 17. Row 1 has performed all obligations, covenants, terms and conditions required on
25 its part to be performed in accordance with the Loan Agreement, except to the extent such
26 performance has been excused or rendered impossible by the wrongful acts and/or omissions of
27 Defendants.

28 18. Defendants are in default and have materially breached the Loan Agreement by,

02/13/2013

1 among other things, failing and refusing to repay the full Amount Due under the Loan
2 Agreement, including any and all interest accrued pursuant to the contractual interest provision,
3 on or before the Maturity Date. Further, Defendants' failure to repay the full amount due under
4 the Loan Agreement within ten days of the Maturity Date has caused, and continues to cause,
5 Respondents to incur late fees at a rate of 5% of the total amount then due every 30 days.
6 Defendants' failure to pay these late fees, in addition to the principal sum and interest, constitutes
7 a further material breach of the Loan Agreement.

8 19. As set forth above, Row 1 has initiated the Arbitration for Defendants' breach of
9 the Loan Agreement and to otherwise enforce Row 1's right to repayment. Exhibit "C" attached
10 hereto. Pursuant to California Code of Civil Procedure § 1281.8, a party to an arbitration
11 agreement may apply to a court in the county in which an arbitration is pending for any
12 provisional relief, including a writ of attachment.

13 20. In furtherance of Row 1's efforts to seek payment of all amounts due and owing
14 under the Loan Agreement, and in accordance with California Code of Civil Procedure § 1281.8,
15 Row 1 has initiated this action for the issuance of writs of attachments and right to attach orders
16 as to *each* of the Defendants in the amount of \$2,782,743.83 to prevent Defendants from further
17 dissipating the funds owed to Row 1 and thereby rendering the eventual arbitration award
18 ineffectual.

19 21. As set forth in Row 1's concurrently-filed Applications for Writs of Attachment
20 and Right to Attach Orders, as well as Row 1's Memorandum in Support of the Applications,
21 Row 1 has satisfied all of the requirements for Writs of Attachment and Right to Attach Orders
22 to issue against Defendants.

23 22. In addition, pursuant to Paragraph 21 of the Loan Agreement, Row 1 is entitled
24 to and seeks reimbursement of all attorneys' fees and costs incurred in this proceeding.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Row 1 prays for an award against Defendants and each of them, jointly
27 and severally, as follows:

28 1. That this Court grant Row 1's concurrently-filed Applications and issue Writs of

02/13/2013

1 Attachments and Right to Attach Orders against each of the four Defendants, respectively, in the
2 amount of \$2,782,743.83;

3 2. That all other proceedings in this action be stayed pending the resolution of the
4 Arbitration;

5 3. That this Court retain jurisdiction of this matter to confirm any award issued in
6 Arbitration;

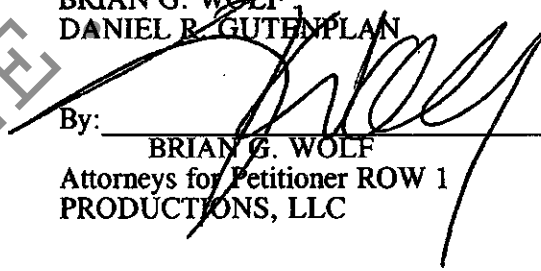
7 4. For costs of suit incurred herein;

8 5. For all attorneys' fees and costs reasonably incurred; and

9 6. For such other and further relief as the Court may deem just and proper.

10
11 DATE: February 12, 2013

LAVELY & SINGER
PROFESSIONAL CORPORATION
BRIAN G. WOLF
DANIEL R. GUTENPLAN

12
13
14 By: 
15 BRIAN G. WOLF
16 Attorneys for Petitioner ROW 1
17 PRODUCTIONS, LLC
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DEADLINE

02/13/2013

FOR COURT USE ONLY

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

BRIAN G. WOLF (SBN 135257)
DANIEL R. GUTENPLAN (SBN 260412)
LAVELY & SINGER PROFESSIONAL CORPORATION
2049 Century Park East, Suite 2400
Los Angeles, California 90067-2906
TELEPHONE NO.: (310) 553-3501 FAX NO.: (310) 556-3615
ATTORNEY FOR (Name): Plaintiff ROW 1 PRODUCTIONS, LLC

FILED
Los Angeles Superior Court

FEB 13 2013

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: (Same)
CITY AND ZIP CODE: Los Angeles, California 90012
BRANCH NAME: Central Justice Center

CASE NAME: Row 1 Productions, LLC v. Georgia Film Fund
Sixteen, LLC, et al.

CASE NUMBER: BS141587

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

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

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)
[X] Other petition (not specified above) (43)

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

Date: February 12, 2013

Daniel R. Gutenplan (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

**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 _____ 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) Uninsured Motorist (46)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	<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.

ORIGINAL

Other Personal Injury/Property Damage/Wrongful Death Tort

SHORT TITLE: Row 1st Productions, LLC v. Georgia Film Fund Sixteen, LLC, et al.

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 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: Row 1 Productions, LLC v. Georgia Film Fund Sixteen, LLC, et al.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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 checked="" 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 checked="" type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Row 1 Productions, LLC v. Georgia Film Fund
Sixteen, LLC, et al.

CASE NUMBER

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

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

ADDRESS: 8200 Wilshire Blvd., 3rd Floor

CITY:

Beverly Hills

STATE:

CA

ZIP CODE:

90211

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

Dated: February 12, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

Daniel R. Gutenplan

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.

02/13/2013