

FILED
LOS ANGELES SUPERIOR COURT

JUN 11 2008

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BY D.M. SWAIN, DEPUTY

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9
10 **COUNTY OF LOS ANGELES**
11 **CENTRAL DISTRICT**

12 RED, WHITE & CRUE, INC., a California
13 corporation; and MOTLEY CRUE, INC., a
14 California corporation,

15 Plaintiffs,

16 vs.

17 BURT STEIN, an individual; B
18 ENTERTAINMENT, INC., a corporation;
19 GOLD MOUNTAIN ENTERTAINMENT,
20 INC., a corporation; and DOES 1 through
21 10, inclusive,

22 Defendants.

CASE NO.

BC392499

COMPLAINT FOR

- 1. DECLARATORY RELIEF
- 2. BREACH OF FIDUCIARY DUTY
- 3. BREACH OF CONTRACT

CITY/CASE: BC392499 LEH/SEC#:
RECEIPT #: CCH19782831
DATE PAID: 06/11/08 04:11:10 PM
PAYMENT: \$20.00 0310
RECEIVED:
CHECK: \$20.00
CASH:
CHANGE:
CARD:

COMPLAINT

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Handwritten: Original
Handwritten: Judge
Handwritten: Miller Barondess, LLP
MILLER BARONDESS, LLP
ATTORNEYS AT LAW
1999 AVENUE OF THE STARS, SUITE 1000 LOS ANGELES, CA 90067
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1 Plaintiffs RED, WHITE & CRUE, INC., a California corporation ("RW&C"), and
2 MOTLEY CRUE, INC., a California corporation ("MCI"), (RW&C and MCI are collectively
3 referred to herein as "Motley Crue" or "Plaintiffs") allege against BURT STEIN, an individual
4 ("Stein"), B ENTERTAINMENT, INC., a corporation ("B Entertainment"), GOLD MOUNTAIN
5 ENTERTAINMENT, INC., a corporation ("Gold Mountain"), and DOES 1 through 10, inclusive,
6 and each of them (collectively referred to herein as "Defendants"), as follows:

7 **A. Introduction**

8 1. Motley Crue, a hugely popular rock and roll band with a global following, brings
9 this action for declaratory relief, breach of fiduciary duty, and breach of contract against
10 Defendant Stein, one of the band's former managers, and Gold Mountain and B Entertainment,
11 the corporate entities that are responsible for Stein's actions and benefit from his managerial
12 activities.

13 2. Defendant Stein, on behalf of himself, Gold Mountain and B Entertainment,
14 served as both a manager of Motley Crue and as manager to one of the band's members at all
15 times relevant to this Complaint. As a manager of the band, Stein was paid by Motley Crue for
16 his managerial services and had a fiduciary duty to look out for the best interests of the band.

17 3. Stein and the other defendants agreed in writing that their management agreement
18 would terminate if and when the band entered into a new and different management agreement,
19 and that has occurred. Despite their clear-cut agreement in this regard, Defendants are continuing
20 to demand commissions and taking the position that their agreement is still in effect, when they
21 know it is not.

22 4. Furthermore, Stein, individually and in conjunction with Gold Mountain and B
23 Entertainment, breached their duties and obligations to Motley Crue. Stein used his position as a
24 band manager to attempt to extract money for himself to the detriment of Motley Crue.
25 Additionally, Stein and the other Defendants obstructed the business relationships of the band by
26 promoting their own agenda for their financial gain.

27 **B. Parties and Jurisdiction**

28 5. Plaintiff Red, White & Crue, Inc. ("RW&C") is, and at all times relevant to this

1 Complaint was, a corporation organized and existing under the laws of the State of California
2 with its principal place of business in the County of Los Angeles, California.

3 6. Plaintiff Motley Crue, Inc. ("MCI") is, and at all times relevant to this Complaint
4 was, a corporation organized and existing under the laws of the State of California with its
5 principal place of business in the County of Los Angeles, California.

6 7. Defendant Burt Stein held a dual role, serving as one of Motley Crue's managers
7 and also as manager of one of the band members. He received a commission from Motley Crue
8 for his managerial services to the band.

9 8. Plaintiffs are informed and believe, and on that basis allege, that at all relevant
10 times mentioned herein, Defendant B Entertainment was responsible for the co-management of
11 Motley Crue and the acts of Stein as set forth herein. Stein acted on behalf of B Entertainment
12 while performing his duties as co-manager of Motley Crue. B Entertainment ratified the actions
13 of Stein and accepted the benefits of those actions by receiving commission payments from
14 Plaintiffs for the managerial services provided by Stein.

15 9. Plaintiffs are informed and believe, and thereupon allege, that a unity of interest
16 and ownership exists, and at all times mentioned herein existed, between B Entertainment and
17 Stein and that B Entertainment is, and at all times mentioned herein was, an alter ego of Stein.
18 Plaintiffs are informed and believe, and thereupon allege that B Entertainment and Stein
19 disregarded corporate formalities, commingled assets and treated one another as alter egos such
20 that the corporate form should be disregarded to avoid an inequitable result in this case.

21 10. Plaintiffs are informed and believe, and on that basis allege, that at all relevant
22 times mentioned herein, Defendant Gold Mountain was responsible for the co-management of
23 Motley Crue and the acts of Stein as set forth herein. Stein acted on behalf of Gold Mountain
24 while performing his duties as co-manager of Motley Crue. Gold Mountain ratified the actions of
25 Stein and accepted the benefits of those actions by receiving commission payments from Motley
26 Crue for the managerial services provided by Stein.

27 11. Plaintiffs are informed and believe, and thereupon allege, that a unity of interest
28 and ownership exists, and at all times mentioned herein existed, between Gold Mountain and

1 Stein and that Gold Mountain is, and at all times mentioned herein was, an alter ego of Stein.

2 Plaintiffs are informed and believe, and thereupon allege that Gold Mountain and Stein
3 disregarded corporate formalities, commingled assets and treated one another as alter egos such
4 that the corporate form should be disregarded to avoid an inequitable result in this case.

5 12. Plaintiffs are informed and believe, and on that basis allege, that Defendants Does
6 1 through 10, inclusive, are individually and/or jointly liable to Plaintiffs for the wrongs alleged
7 herein. The true names and capacities, whether individual, corporate, associate or otherwise, of
8 Defendants Does 1 through 10, inclusive, are unknown to Plaintiffs at this time. Accordingly,
9 Plaintiffs sue Defendants Does 1 through 10, inclusive, by fictitious names and will amend this
10 Complaint to allege their true names and capacities after they are ascertained.

11 13. Plaintiffs are informed and believe, and on that basis allege, that except as
12 otherwise alleged herein, each of the Defendants is, and at all times relevant to this Complaint
13 was, the agent, employer, partner, joint venturer, alter ego, affiliate, and/or co-conspirator of the
14 other Defendants and, in doing the things alleged herein, was acting within the course and scope
15 of such positions at the direction of, and/or with the permission, knowledge, consent, and/or
16 ratification of the other Defendant.

17 14. At all times relevant to this Complaint, the conduct giving rise to these claims
18 occurred, in part, in the County of Los Angeles.

19 **C. Motley Crue**

20 15. Motley Crue is one of the most popular rock and roll bands in the world, having
21 sold millions of albums and performed thousands of concerts in the United States and abroad for
22 more than twenty-five years. MCI and RW&C are the corporate entities that conduct the business
23 of the band Motley Crue. MCI was formed in 1984 as the entity that would own the name Motley
24 Crue and conduct the business of the band Motley Crue. MCI owns and controls (i) all Motley
25 Crue business and assets; (ii) the rights to the Motley Crue name, trademarks and copyrights
26 associated with the band; (iii) famous logos, artwork and marks created and used by the band
27 Motley Crue; and (iv) the right to license and exploit the Motley Crue name. RW&C was formed
28 as the entity that would operate Motley Crue's tours and associated activities.

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D. Management of Motley Crue Between Mid-2004 and February 2008

16. Motley Crue was managed by three managers between mid-2004 and February 2008. Stein, on behalf of himself and the other Defendants, was one of these three managers. Each of the band's co-managers also represented one of the individual band members. Each manager was paid a certain commission percentage from Motley Crue's earnings for his managerial services. Each of the band's co-managers, including Stein, Gold Mountain and B Entertainment, was a fiduciary to Motley Crue, and each owed fiduciary duties to Motley Crue, including the duties of loyalty, honesty, good faith and care.

17. Each of the Motley Crue managers was involved in management of the band. Stein, in particular, rendered management services regarding touring, merchandising, album recording and sales, budget, expenses, marketing, and branding of the Motley Crue name. There were frequent meetings and conference calls in which each manager gave his input on any decision under consideration. Each of the managers had a duty in his management position to look out for the best interests of the band.

18. Defendants, along with the other co-managers, received commissions from Motley Crue as compensation for their managerial activities. These commission payments were derived from revenues generated by Motley Crue and were separate from any commissions the co-managers would receive by virtue of their representation of one of the individual band members.

19. On August 7, 2007, Defendants entered into an agreement with Plaintiffs that, among other things, stated that they would continue to be paid a management commission until a different management agreement was reached. Once the band entered into a different management agreement, Defendants' management agreement would terminate, and their management of the band would cease.

E. Defendants Put Their Own Interests Ahead of the Band's

20. After August of 2007, discussions were held between the band and various professionals associated with the band regarding the terms under which Motley Crue would record an album and go on concert tour in 2008. Defendants took part in these discussions as a co-manager of Motley Crue.

1 21. Defendants stalled and obstructed the progress of these discussions. Concerned
2 that a different management agreement for Motley Crue was under consideration, and that their
3 agreement could end, Defendants demanded money and consideration for themselves and
4 threatened to withhold essential services if their demands were not met.

5 22. In late January 2008, Motley Crue informed Defendants that the band was going to
6 meet on February 6, 2008 to discuss Motley Crue activities for 2008. The attendance at the
7 meeting of all band members was requested.

8 23. Stein informed the professionals associated with Motley Crue that the band
9 member he represented individually would not attend the band meeting unless Stein's monetary
10 demands were addressed, and agreed to, before the meeting. By his action, Stein sought to
11 leverage the band for his own pecuniary benefit.

12 24. Plaintiffs later learned that the band member had not refused to participate in the
13 band meeting as Stein had stated. The representation by Stein, on behalf of himself, Gold
14 Mountain and B Entertainment, was false. Stein was putting his own interests ahead of the
15 band's interests.

16 **F. Defendants Schedule Conflicting Dates**

17 25. Thereafter, the band and its management were in the process of planning the
18 recording of a new album along with North American and international concert tours. In this
19 regard, the band had agreed to make the new album, tours and all Motley Crue business a priority.
20 The band scheduled dates in 2008 for album recording, editing, mixing and mastering, related
21 photo shoots and press conferences, performance rehearsals, promotional events, and the dates of
22 the domestic and international tours that would take place later in the year.

23 26. With knowledge of the Motley Crue schedule, Defendants set up appearances and
24 activities for one of the band members which conflicted with the Motley Crue schedule.
25 Defendants' booking of dates that conflicted with the Motley Crue schedule occurred even after
26 Defendants had been made aware of the conflicts.

27 **G. Plaintiffs Enter Into a New Management Agreement**

28 27. In 2008, Motley Crue entered into a new and different agreement appointing

1 another management company as the band's exclusive manager. The 2008 agreement is a
2 different agreement, and thus had the effect of terminating the prior agreement between Motley
3 Crue and Defendants.

4 **H. Defendants' Further Interference**

5 28. In April 2008, Motley Crue announced that it had reached an agreement with a
6 major promoter to headline a large North American tour during summer 2008. The promoter was
7 to be the exclusive provider of all activities related to Motley Crue on the dates that the concerts
8 were scheduled to take place.

9 29. Despite having knowledge of Motley Crue's agreement with the promoter,
10 Defendants began promoting and scheduling events to take place in connection with Motley Crue
11 concerts in the cities where the concerts were scheduled to be held. Defendants used Motley
12 Crue's name and other intellectual property, including use of the tour logo and slogan, in printed
13 forms of advertising in order to promote these events. Defendants took these actions despite the
14 fact that they never asked for, nor received, permission from Motley Crue to advertise these
15 events that do not involve Motley Crue.

16 **FIRST CAUSE OF ACTION**

17 **(Declaratory Relief – Brought by Motley Crue Against All Defendants)**

18 30. Motley Crue hereby repeats, realleges, and incorporates by this reference each and
19 every allegation from paragraphs 1 through 29 of this Complaint, as though these paragraphs
20 were set forth in full herein.

21 31. The agreement between Motley Crue, on the one hand, and Defendants, on the
22 other hand, provided that Defendants would continue to receive their commission for
23 management of the band until a different management agreement was reached.

24 32. In 2008, Motley Crue entered into a new and different and exclusive management
25 agreement.

26 33. An actual controversy has arisen and now exists between Motley Crue and
27 Defendants concerning their respective rights and duties.

28 34. Motley Crue requests a judicial determination of the parties' rights and duties as

1 set forth herein. A judicial declaration is necessary and appropriate in order that the parties may
2 ascertain their respective rights, duties and obligations.

3 35. Motley Crue requests a declaration that the management agreement between
4 Motley Crue, on the one hand, and Defendants, on the other hand, has ceased and is terminated;
5 and that Defendants no longer have any right to receive any commissions or other consideration
6 from Motley Crue (including RW&C, MCI, and all band members, entities and management).

7 36. Motley Crue requests a declaration that Defendants' management agreement has
8 been terminated by virtue of Defendants' breaches of duties as set forth herein and because of the
9 different management agreement entered into by the band in 2008.

10 **SECOND CAUSE OF ACTION**

11 **(Breach of Fiduciary Duties – Brought by Motley Crue Against All Defendants)**

12 37. Motley Crue hereby repeats, realleges, and incorporates by this reference each and
13 every allegation from paragraphs 1 through 36 of this Complaint, as though these paragraphs
14 were set forth in full herein.

15 38. As managers, Defendants stood in a relationship of confidentiality and trust and
16 owed special duties to the band, including the duties of loyalty, full disclosure, good faith and fair
17 dealing, as well as the duty to be truthful in all of their dealings with the band. Specifically,
18 Defendants owed the duty not to favor their own interests over the interests of Motley Crue and
19 its members and to disclose all material facts related to the management relationship with Motley
20 Crue.

21 39. Motley Crue is informed and believes and upon that basis alleges that, from
22 August 2007 onward, Defendants breached their duties to Motley Crue by engaging in the
23 following misconduct:

- 24 (a) Misrepresenting the position of a band member;
25 (b) Favoring Defendants' own interests over the interests of their fiduciary;
26 (c) Refusing to fulfill their duties to the band until Defendants' financial
27 demands were met.

28 40. As a result of Defendants' breaches of duties as set forth above, Defendants'

1 management agreement is terminated; and further, Motley Crue has suffered damages in excess
2 of the jurisdictional limit of this Court.

3 THIRD CAUSE OF ACTION

4 (Breach of Contract – Brought by Motley Crue Against All Defendants)

5 41. Motley Crue hereby repeats, realleges, and incorporates by this reference each and
6 every allegation from paragraphs 1 through 40 of this Complaint, as though these paragraphs
7 were set forth in full herein.

8 42. In 2004, Defendants entered into an oral management agreement with Motley
9 Crue.

10 43. In August 2007, Defendants confirmed the management agreement, and their
11 continuing management duties and responsibilities to the band. This confirmation was in writing.

12 44. Motley Crue has performed all conditions, covenants, and promises required on
13 their part to be performed under the terms of the management agreement, except as excused or
14 prevented by Defendants' material breaches.

15 45. Defendants failed to perform their obligations pursuant to the management
16 agreement by failing to act in the best interests of the band, refusing to fulfill their duties and
17 obligations to the band, misrepresenting the status of a band member, falsifying information,
18 hindering the business of the band, obstructing the band's touring and album recording, failing to
19 schedule activities in accordance with the band's calendar, and impeding the band's previously
20 scheduled activities.

21 46. Defendants materially breached the management agreement as set forth above.

22 47. As a result of Defendants' breaches of contract as set forth above, Defendants'
23 management agreement is terminated; and further, Motley Crue has suffered damages in excess
24 of the jurisdictional limit of this Court.

25 WHEREFORE, Plaintiffs pray for the following relief:

26 As to the First Cause of Action:

27 1. For a declaration that the management agreement between Motley Crue, on the
28 one hand, and Defendants, on the other hand, has ceased and is terminated; and that Defendants

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have no right to receive any commissions or other consideration from Motley Crue (including RW&C, MCI, and all band members, entities and management);

2. For a declaration that Defendants' management agreement has been terminated by virtue of Defendants' breaches of duties as set forth herein and because of the new and different management agreement entered into by the band in 2008.

As to the Second Cause of Action:

- 3. For damages in excess of the jurisdictional limit of this Court;
- 4. For termination of Defendants' management agreement with Motley Crue;
- 5. For pre- and post- judgment interest;
- 6. For costs of suit.

As to the Third Cause of Action

- 7. For damages in excess of the jurisdictional limit of this Court;
- 8. For termination of Defendants' management agreement with Motley Crue;
- 9. For pre- and post- judgment interest;
- 10. For costs of suit.

As to All Causes of Action:

- 11. For such other and further relief as the Court may deem just and proper.

Dated: June 11, 2008

MILLER BARONDESS, LLP

By: 
Louis R. Miller

Attorneys for Plaintiffs

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Louis R. Miller (SBN 054141)
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ORIGINAL FILED
 LOS ANGELES SUPERIOR COURT
 JUN 11 2008
 JOHN A. GLARKE, CLERK
 BY D.M. SWAIN, DEPUTY

ATTORNEY FOR (Name): **Plaintiffs**
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS: 111 North Hill Street
 CITY AND ZIP CODE: Los Angeles, California
 BRANCH NAME: CENTRAL DISTRICT

CASE NAME: **RED, WHITE, & CRUE, INC., et al. v. BURT STEIN, et al.**

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: **BC392499**
 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 P/IPD/W (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 P/IPD/W (23) <p>Non-P/IPD/W (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-P/IPD/W tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input 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 checked="" 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)
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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 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

4. Number of causes of action (specify): **3**
 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: **June 11, 2008**
 Louis R. Miller (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

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

Non-PI/PD/AWD (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 (19)
- Intellectual Property (18)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/AWD 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

ORIGINAL

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CASE NUMBER

RC392499

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

This form is required pursuant to LASC 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 3 [] HOURS/ [X] DAYS

Item II. Select 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 Los Angeles Superior Court Local Rule 2.0.

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

- 1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

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

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include categories like Auto Tort, Asbestos, Product Liability, Medical Malpractice, Other Personal Injury, Business Tort, Civil Rights, Defamation, and Fraud.

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CASE NUMBER

Non-Personal Injury/Property Damage/
 Wrongful Death Tort (Cont'd.)
 Employment
 Contract
 Real Property
 Unlawful Detainer
 Judicial Review

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <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 <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
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 checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 6. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
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"/> A6050 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
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.

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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 (Cont'd.)	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	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 NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<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.			2850 Ocean Park Boulevard, Suite 300
CITY: Santa Monica	STATE: CA	ZIP CODE: 90404	

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 SUPERIOR COURT courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: June 11, 2008


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Ryan P. Connolly

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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.

LACIV 109