

ORIGINAL

FILED
Superior Court Of California
County Of Los Angeles

MAR 11 2014

Sherri R. Carter, Executive Officer/Clerk
By Kristina Vargas, Deputy
Kristina Vargas

1 ALAN RADER (S.B. #045789)
2 LAW OFFICE OF ALAN RADER
3 1999 Avenue of the Stars, 7th Floor
4 Los Angeles, California 90067-6035
5 Email: arader@araderlaw.com
6 Telephone: (310) 246-6747
7 Facsimile: (310) 246-6779

A6028
90210

5 BRUCE ISAACS (SB#100926)
6 WYMAN & ISAACS LLP
7 9595 Wilshire Blvd, Suite 201
8 Beverly Hills, California 90212
9 Telephone: (323) 648-4141
10 Facsimile: (323) 550-4848

11 Attorneys for Plaintiffs Overt Operations, Inc.
12 and Steven Golin

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

15 OVERT OPERATIONS, INC., and
16 STEVEN GOLIN,

17 Plaintiff,

18 v.

19 LAKESHORE ENTERTAINMENT
20 GROUP, LLC, and DOES 1 through 20,
21 inclusive,

22 Defendant.

Case No.

BC538827

D-46 Frederick C. Shaller
COMPLAINT FOR: (1) BREACH OF
CONTRACT; (2) BREACH OF
IMPLIED COVENANT OF GOOD
FAITH AND FAIR DEALING; (3)
UNJUST ENRICHMENT; (4) BREACH
OF IMPLIED-IN-LAW QUASI-
CONTRACT; and (5) QUANTUM
MERUIT

BY FAX

CIT/CASE: BC538827
LEA/DEF#:

RECEIPT #: CCH517486040
DATE PAID: 03/11/14 12:41 PM
PAYMENT: \$435.00
RECEIVED: 310

CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

COMPLAINT

03/11/2014

1 Plaintiffs Overt Operations, Inc. ("Overt") and Steven Golin ("Golin") allege as
2 follows against defendant Lakeshore Entertainment Group ("Lakeshore"):

3 **Nature of Action and General Allegations**

4 1. There is no polite way to put it: Lakeshore tried to pull a fast one to avoid
5 honoring its obligations to prominent film, television, and commercial producer Golin in
6 connection with the upcoming film "Adaline," featuring Harrison Ford, Ellen Burstyn, and
7 Blake Lively. Golin, through his loanout company, Overt, commissioned for payment the
8 film's screenplay in 2003 and then paid for several additional drafts over the succeeding years.
9 Golin was so intimately involved that the film was originally called the "Untitled Steve Golin
10 Project." For the next decade, Golin, through Overt, worked to bring his project to the
11 screen. When other production companies eventually became involved, one thing was clear:
12 Golin was, in Hollywood parlance, *permanently* "attached" to the film in the manner standard
13 for persons of his experience, reputation, and stature in the motion picture industry. That is,
14 absent serious misconduct, he was permanently attached during development, production,
15 and beyond, with an inalienable right to his fixed and contingent compensation, and credit
16 for himself, his colleagues, and his companies.

17 2. The first outside production company to join the "Adaline" project was SKE
18 Productions, LLC ("SKE"). In 2009, Golin and SKE's President, Jim Tauber, negotiated the
19 terms, including the terms of Golin's involvement as producer of the film, which were
20 intended to be memorialized in a written "Producer Loanout Agreement" (the "Loanout
21 Agreement") between SKE and Overt, acting as Golin's loanout company. Golin and
22 Tauber agreed then, and agree now, that their two companies intended for Golin to be
23 attached to "Adaline" during all phases of the film's development and production. Tauber
24 and Golin also agreed that SKE and Overt would, in effect, be partners on the project, and
25 for that reason, Golin agreed, contrary to typical practice, that Overt would not be
26 reimbursed for the development costs it had previously paid.

27 3. With Golin's approval, the following year SKE assigned to defendant Lakeshore
28 certain of its "Adaline" rights and obligations, including its Producer Loanout Agreement

1 with Overt. Before that occurred, SKE's Tauber personally explained to Lakeshore's CEO,
2 Thomas Rosenberg, that Golin was attached. Consequently, before Lakeshore joined the
3 "Adaline" project and agreed to the assignment to it of the Producer Loanout Agreement, it
4 understood and accepted that Golin was attached to the "Adaline" project and could only be
5 removed for serious misconduct.

6 4. Lakeshore then regularly traded on Golin's reputation in the movie business by
7 issuing press releases and otherwise communicating his involvement as the film's producer in
8 ways intended to, and understood to, communicate that Golin was attached to the project.
9 Similarly, for the next three years, Lakeshore treated Golin as an attached producer and Golin
10 acted like one, providing significant services to the project, lending his reputation, and
11 devoting his own time as well as Overt staff resources and funds. During that period, the
12 project transitioned from the development to the production stage, and Lakeshore elected to
13 engage Golin's services as a producer by, among other things, charging him with the
14 responsibility for convincing Lee Krieger to direct the film. Mr. Krieger is a client of the
15 management company Anonymous Content; it was only as a result of Golin's role as C.E.O.
16 of that company that it was possible to obtain Mr. Krieger's agreement to serve as director.
17 Golin's status as an attached producer was also reflected in the various budgets prepared by
18 Lakeshore for the production of "Adaline," which demonstrate Lakeshore's recognition of
19 Golin's "attached" status.

20 5. Three years later, just as it appeared that the development and production efforts
21 of Golin, Tauber, and others had finally brought the project close to fruition, Rosenberg
22 informed Tauber that he intended to fire Golin based on Section 7 of the Loanout
23 Agreement, which, Rosenberg wrongly asserted, permitted Lakeshore to terminate Golin
24 from "Adaline" without cause and without payment or credit. Just as Tauber had told
25 Rosenberg before the Loanout Agreement was assigned to Lakeshore, he again told
26 Rosenberg that, under SKE's deal with Overt, Golin was permanently attached for the life of
27 the project.
28

1 6. Nonetheless, in blatant disregard of the actual terms of Golin's engagement on the
2 project, on October 16, 2013 Lakeshore's head of business affairs sent Golin an email titled
3 "Steve Golin - Termination." The email told Golin he was fired from "Adaline" and would
4 get "no \$\$, no credit, no back-end, etc."

5 Parties

6 7. Plaintiff Overt Operations, Inc. is a California corporation. It functions as a
7 motion picture and television production company and is also the loan-out company for
8 plaintiff Steve Golin.

9 8. Plaintiff Steve Golin is a prominent film, television, and commercial producer. In
10 addition to being the President of plaintiff Overt, he is the C.E.O. of Anonymous Content,
11 LLP, a multimedia development, production, and talent management company. Golin has
12 produced more than 40 films and television shows. Among his films are the recent "The
13 Fifth Estate," about Julian Assange, and "Babel," "Being John Malkovich," "Eternal
14 Sunshine of the Spotless Mind," and "Nurse Betty." Among his television projects are the
15 recent HBO series "True Detective," and Showtime series "The L Word."

16 9. Defendant Lakeshore Entertainment Group, LLC is a California limited liability
17 company with its principal place of business in Los Angeles County.
18 According to its website, it is an "independent motion picture production, finance and
19 international sales and distribution company. In the approximately 20 years since its
20 founding, it has produced and released many films."

21 10. The true names, identities, and culpabilities of defendants Doe 1 through Doe 20
22 are presently unknown to plaintiffs, who therefore sue them under fictitious names. Plaintiffs
23 are informed and believe, and on that basis allege, that each defendant designated as a Doe is
24 to some extent legally responsible for the events, occurrences, and damages alleged in this
25 complaint. Plaintiffs will amend to insert the true names and identities of the fictitiously
26 named defendants when they learn them.

27 11. Plaintiffs are informed and believe, and on that basis allege, that each defendant
28 acted as the agent, servant, representative, partner, joint-venturer, and/or employee of the

1 other defendants and, in doing the things alleged in this complaint, was acting within the
2 scope of such agency and/or employment and with the knowledge, permission, consent
3 and/or ratification of the other defendants.

4
5 **FIRST CAUSE OF ACTION**

6 **Breach of Contract**

7 **(Against Defendant Lakeshore Entertainment Group and Does 1-20)**

8 12. Plaintiffs re-allege and incorporate by this reference all of the allegations in
9 paragraphs 1-11, above, as though set forth in full.

10 13. As of May 22, 2008, plaintiff Overt and SKE entered into the Loanout
11 Agreement for the services of plaintiff Steve Golin and another Overt employee, Alix
12 Madigan, as producers of a motion picture then titled "Age of Adaline." Both Golin and
13 Madigan countersigned that Loanout Agreement. (Because both are referred to in Loanout
14 Agreement in the singular as "Employee," references in the remainder of this complaint to
15 Golin will include Madigan.)

16 14. Plaintiffs are informed and believe, and on that basis allege, that in early 2010
17 SKE assigned its rights and obligations under the Loanout Agreement to defendant
18 Lakeshore.

19 15. Plaintiffs have performed, and at all times has been ready, willing, and able to
20 perform, all of the contractual conditions and obligations under the Loanout Agreement,
21 except for those excused, waived or rendered impossible by Lakeshore's breach. Plaintiffs
22 have never been in default of any of their obligations under the Loanout Agreement.

23 16. Prior to Lakeshore's purported and ineffective October 2013 termination of
24 Golin's employment, Lakeshore had, pursuant to Section 2(a) of the Loanout Agreement,
25 elected to engage the production services of Golin, by, among other things, requesting that
26 he assist in the recruiting and signing of the director of the film, in the recruiting and hiring
27 of cast members, and in the recruiting and hiring of other below-the-line personnel. As a
28 result, pursuant to Section 3 of the Loanout Agreement, Lakeshore, immediately upon its

1 engagement of Golin's production services and before its purported and ineffective October
2 2013 termination of Golin's employment, became obligated to pay him all the "fixed
3 compensation" due him under formula specified in Section 3(a) of the Loanout Agreement,
4 which provides for payment of no less than \$450,000 and no more than \$1,000,000.
5 Additionally, pursuant to Section 3 of the Loanout Agreement, Lakeshore, immediately upon
6 its engagement of Golin's production services, became obligated to pay him all of the
7 "contingent compensation" due him pursuant to the formula specified in Section 3(b) of the
8 Loanout Agreement, which provides for his receipt of 30% of 100% of Lakeshore's "Defined
9 Proceeds" and such back-end participation remains vested even if Lakeshore had the right to
10 terminate Golin (which it does not) but would then be reduced to 20% of 100% of
11 Lakeshore's "Defined Proceeds."

12 17. Section 2 of the Loanout Agreement, entitled "Production," provides in relevant
13 part as follows:

14 "(a) Engagement/Exclusivity: If Producer elects to engage the production services of
15 Employee as producers of the Picture hereunder, subject to Paragraph 7 and to
16 Producer's other rights hereunder, at law and in equity, Employer hereby agrees to
17 lend to Producer the production services of Employee as individual producer of the
18 Picture upon the terms hereof. Employee shall render all customary production
19 services rendered by individual producers in the motion picture industry in Los
20 Angeles, California and any additional services reasonably required by Producer in
21 connection therewith. Such production services shall be rendered by Steve Golin and
22 Alix Madigan as a team. . . . Steve Golin shall render production services during the
23 Production Period on a non-exclusive basis; provided that Steve Golin shall not
24 render any services for Employee's own account, for Employer or for others which
25 would materially interfere with the completion of the Picture within the time required
26 by Producer. . . . After the Production Period, with respect to both team members,
27 such services shall be on a non-exclusive but first priority and regular, in person basis
28 through completion of the answer print of the Picture; provided that Employee shall

1 not render any services for Employee's own account, for Employer or for others
2 which would materially interfere with the completion of the Picture with the time
3 required by Producer.

4
5 (vii) If Employee is available when Producer requires, Producer shall consult
6 with Employee regarding the major creative elements of the Picture and the initial
7 United States theatrical advertising campaign and distribution pattern (to the extent
8 that Producer has such rights pursuant to its agreement with the domestic distributor
9 of the Picture); and Producer and Employee shall mutually approve the following
10 elements of the Picture: director, final shooting script, shooting schedule, post-
11 production schedule and principal cast members. . . ."

12 18. Section 3 of the Loanout Agreement, entitled "Compensation," provides in
13 relevant part, as follows:

14 "(a) Fixed Compensation: If Producer engages the production services of Employee
15 as individual producer for the Picture, an amount equal to 5% of the final Producer-
16 approved ingoing direct cost budget of the Picture (excluding overhead, contingency,
17 insurance, completion bond fees, financing costs and legal fees associated with the
18 financing of the Picture) but in no event less than \$450,000 and in no event more than
19 \$1,000,000 . . .

20
21 (b) Contingent Compensation: If the Picture as first generally released was produced
22 substantially in whole under the direct supervision of Employee, then Producer will
23 pay Employer 30% of 100% of the Company's Defined Proceeds of the Picture as
24 defined and calculated in accordance with the Terms of Exhibit "A" and the Rider to
25 Exhibit "A" attached hereto . . .

26
27 (c) Vesting of Contingent Compensation: If Employee's engagement is terminated by
28 reason of Employee's death, disability or an event of force majeure, or Producer's

1 election under Paragraph 7 not to actually utilize Employee's services, then a fraction
2 of the contingent compensation payable under subparagraph 3(b) shall be deemed
3 vested, the denominator of which shall be the total fixed compensation and the
4 numerator of which shall be the amount of fixed compensation which has actually
5 accrued under subparagraph 3(a) prior to such termination, but subject to a floor of
6 twenty percent (20%)."

7 19. In addition to Lakeshore's material breach and anticipatory breach of its
8 obligations under the Loanout Agreement, as specified in this Complaint, above, Lakeshore
9 also materially breached the Loanout Agreement by purporting to terminate Golin from the
10 "Adaline" project. Among the reasons Lakeshore had no right to terminate Golin from the
11 film are the following:

12 (a) Golin did not engage in serious misconduct that would warrant his
13 termination, and neither Golin nor Overt materially defaulted on their obligations
14 under the Loanout Agreement. At all times, Golin rendered production services, at
15 SKE's and Lakeshore's request, as are customarily rendered by individual producers in
16 the motion picture industry in Los Angeles, California, and did so in a competent and
17 professional manner.

18 (b) From the time Lakeshore became involved with the "Adaline" project until
19 Lakeshore wrongfully terminated Golin, Lakeshore's executives consistently treated
20 him as, and engaged his services as, an attached producer. Golin, and through him
21 Overt, reasonably and in good faith relied on that conduct by Lakeshore and changed
22 his and Overt's position to their detriment by investing his and his company's
23 prestige, time, staff resources, and money in the project, at the derogation of other
24 uses. As a result, Lakeshore is estopped from asserting that it had the right to
25 terminate Golin in the absence of good cause and to refuse to provide him the
26 contractually specified fixed and contingent compensation and credit.

27 (c) Section 7 of the Loanout Agreement, if interpreted as Lakeshore claims, to
28 permit Golin's termination at any time without cause and without payment, is directly

1 contrary to the expressed intent of the original parties and the result of a mutual
2 mistake by SKE and Overt (as a result of SKE's use of an inappropriate contract
3 form). Neither Overt nor SKE were aware at the time they executed the Loanout
4 Agreement, or at the time of the assignment, that it contained a provision that could
5 be exploited by an assignee seeking to evade SKE and Overt's true intent—that Golin
6 was attached, from start to finish. The two negotiators, Tauber for SKE and Golin
7 for Overt, agreed on that before the Agreement was executed and still agree on that
8 today. SKE and Overt did not know that the Agreement contained section 7 until
9 Lakeshore wrongly relied on it to terminate Golin even though it knew, before it
10 accepted the assignment of the Loanout Agreement, that SKE and Overt's intention
11 was that Golin could not be terminated other than for serious misconduct.

12 (d) An assignee cannot obtain rights superior to those held by its assignor.
13 When the Loanout Agreement was assigned from SKE to Lakeshore, SKE did not
14 have a contractual right to freely terminate Golin or to deny him and Overt the fixed
15 and contingent compensation and credit negotiated between the parties and included
16 in the Loanout Agreement. Additionally, as of the date of the assignment Lakeshore
17 understood that it was not obtaining through the assignment the contractual right to
18 terminate Golin and or to deny Overt and Golin the fixed and contingent
19 compensation and credit referenced in the Loanout Agreement.

20 (e) Section 7 cannot reasonably be interpreted to give SKE (or Lakeshore) an
21 unfettered and indiscriminate right to terminate Golin, as doing so would render
22 superfluous several other, more specific, provisions of the Loanout Agreement,
23 including Section 3, which requires payment of compensation if Golin is "not in
24 material default hereunder" and Section 11(b), which limits the grounds on which
25 SKE could "terminate [Overt's] engagement to furnish [Golin's] services" to Golin's
26 inability to perform "because of illness or incapacity," "refusal to perform," "material
27 default," or a "force majeure event."
28

1 20. Lakeshore materially and anticipatorily breached its contractual obligations to
2 Overt and Golin by: (a) refusing to provide him the fixed compensation already due under
3 Section 3(a)(i) of the Loanout Agreement, which provides for that payment to commence
4 during the pre-production period; (b) unequivocally announcing its refusal to pay him the
5 additional fixed compensation due and contingent compensation due him under Section 3(a)
6 and 3(b) of the Loanout Agreement; (c) wrongfully terminating Golin; (d) preventing Golin
7 from further participating in the production of a film project he created; (e) refusing to
8 provide plaintiffs the fixed and contingent compensation provided for in the Loanout
9 Agreement; and (f) refusing to provide Golin and others associated with Overt with credit on
10 "Adaline."

11 21. As a direct and proximate result of Lakeshore's breaches of the Loanout
12 Agreement, plaintiffs have been damaged, in an amount to be proven at trial, by the loss of
13 the right to: (a) further participate in the production of the "Adaline" motion picture; (b)
14 obtain the contractually specified fixed and contingent compensation; and (c) obtain the
15 contractually specified credit on the "Adaline" motion picture.

16 22. To the extent necessary to obtain relief on this breach of contract claim, plaintiffs
17 will seek reformation of the Loanout Agreement, based on the mutual mistake of SKE and
18 Overt, to reflect the true intent of the parties by deleting Section 7 of the Loanout
19 Agreement. Doing so will not prejudice any rights acquired by Lakeshore, because it was
20 aware, before accepting the assignment, that SKE's and Overt's intent was for Golin to be
21 attached and not subject to termination without good cause.

22
23 **SECOND CAUSE OF ACTION**

24 **Breach of the Implied Covenant of Good Faith and Fair Dealing**
25 **(Against Defendant Lakeshore Entertainment Group and Does 1-20)**

26 23. Plaintiffs re-allege and incorporate by this reference all of the allegations in
27 paragraphs 1-18, above, as though set forth in full.
28

1 24. The Loanout Agreement contains an implied covenant that SKE, and its
2 successor, Lakeshore, will act in good faith and deal fairly with plaintiffs, and will refrain
3 from any acts which would prevent plaintiffs from obtaining the intended benefits of the
4 Loanout Agreement.

5 25. That implied covenant provides that neither SKE nor Lakeshore may terminate
6 Golin from the "Adaline" project without good cause. The invocation of that covenant is
7 necessary to ensure that Section 7, contrary to the parties' clear intention, is not construed so
8 as to result in an unenforceable, illusory contract and to enforce the true intent of SKE and
9 Overt.

10 26. Lakeshore materially and anticipatorily breached the implied covenant of good
11 faith and dealing in the Loanout Agreement by: (a) refusing to provide Golin the fixed
12 compensation already due under Section 3(a)(i) of the Loanout Agreement, which provides
13 for that payment to commence during the pre-production period; (b) unequivocally
14 announcing its refusal to pay Golin the additional fixed compensation due and contingent
15 compensation due him under Section 3(a) and 3(b) of the Loanout Agreement; (c)
16 wrongfully terminating Golin; (d) preventing Golin from participating in the development of
17 a motion picture project he created; (e) refusing to provide plaintiffs the compensation
18 provided for in the Loanout Agreement; and (e) refusing to provide Golin and others
19 associated with Overt with credit on "Adaline."

20 27. As a direct and proximate result of Lakeshore's breaches of the implied covenant
21 of good faith and fair dealing in the Loanout Agreement, plaintiffs have been damaged, in an
22 amount to be proven at trial, by the loss of the right to: (a) participate in the production of
23 the "Adaline" motion picture; (b) obtain the contractually specified fixed and contingent
24 compensation; and (c) obtain the contractually specified credit on the "Adaline" motion
25 picture.

THIRD CAUSE OF ACTION**Unjust Enrichment****(Against Defendant Lakeshore Entertainment Group and Does 1-20)**

28. Plaintiffs re-allege and incorporate by this reference all of the allegations in paragraphs 1-27, above, as though set forth in full.

29. By virtue of the previously alleged conduct, Lakeshore has been and will continue to be unjustly enriched at the expense of plaintiffs by receiving the benefits of Golin's production services, yet it has: (a) refused to provide Golin the fixed compensation already due under Section 3(a)(i) of the Loanout Agreement, which provides for that payment to commence during the pre-production period; (b) refuses pay Golin the additional fixed compensation due and contingent compensation due him under Section 3(a) and 3(b) of the Loanout Agreement; (c) refuses to provide plaintiffs the compensation provided for in the Loanout Agreement; and (d) refuses to provide Golin and others associated with Overt with credit on "Adaline."

30. As a direct and proximate result of Lakeshore's unjust enrichment, plaintiffs have been damaged, in an amount to be proven at trial, by the loss of (a) the contractually specified fixed and contingent compensation; and (b) the monetary value of the contractually specified credit on the "Adaline" motion picture.

FOURTH CAUSE OF ACTION**Breach of Implied-in-Law Quasi-Contract****(Against Defendant Lakeshore Entertainment Group and Does 1-20)**

31. Plaintiffs re-allege and incorporate by this reference all of the allegations in paragraphs 1-27, above, as though set forth in full.

32. Plaintiffs reasonably and detrimentally relied on Lakeshore's (and SKE's) conduct and statements by continuing, at Lakeshore's (and SKE's) request and with their encouragement, to provide development and production services on the "Adaline" project.

33. Lakeshore never indicated to Golin that it expected him and Madigan to continue

1 to provide those services without compensation or credit. To the contrary, Lakeshore knew
2 that plaintiffs expected to receive compensation and credit consistent with the terms of the
3 Loanout Agreement in return for continuing to provide development and production
4 services on the "Adaline" project. As a result, an implied-in-law contract was formed.

5 34. Lakeshore materially breached its implied-in-law contract with plaintiffs by
6 refusing to pay plaintiffs the full amounts they would have received if the Loanout
7 Agreement were enforceable. As a direct and proximate result of Lakeshore's material
8 breach, plaintiffs have been damaged in an amount to be established at trial.

9
10 **FIFTH CAUSE OF ACTION**

11 **Quantum Meruit**

12 **(Against Defendant Lakeshore Entertainment Group and Does 1-20)**

13 35. Plaintiffs re-allege and incorporate by this reference all of the allegations in
14 paragraphs 1-27, above, as though set forth in full.

15 36. Lakeshore (and SKE) engaged and gladly accepted Golin and Madigan's
16 development and production services on the "Adaline" project. Plaintiffs provided those
17 services based on the corresponding understanding and expectation of Lakeshore, SKE, and
18 plaintiffs that, consistent with standard business practices in the motion picture industry, they
19 would be compensated for that work at a level commensurate with Golin's experience,
20 reputation, and stature in the motion picture industry.

21 37. As a result, plaintiffs are entitled to receive the reasonable value of the services
22 they provided on the "Adaline" project, measured in whole or in part by the provisions of the
23 Loanout Agreement.

24 38. Plaintiffs are entitled to the reasonable value of benefits Lakeshore derived from
25 its use of their efforts, in an amount to be established at trial, taking into account that
26 Lakeshore, without the contributions of plaintiffs would not have been able to create an the
27 film "Adaline."
28

1 **PRAYER FOR RELIEF**

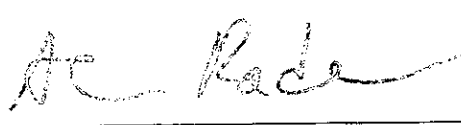
2 WHEREFORE, plaintiffs Overt Operations, Inc. and Steven Golin pray for judgment
3 as follows:

- 4 1. For damages in an amount to be proven at trial;
5 2. To the extent necessary to obtain relief on their claims, for reformation of the
6 Loanout Agreement to reflect the true intent of SKE and Overt by deleting Section 7
7 of the Agreement;
8 3. For their costs and expenses in this action; and
9 4. For such other and further relief as the Court deems just and proper.

10
11 Dated: March 11, 2014.

12 ALAN RADER
13 LAW OFFICE OF ALAN RADER

14 BRUCE ISAACS
15 WYMAN & ISAACS LLP

16
17 By: 
18 Alan Rader
19 Attorneys for Plaintiffs
20
21
22
23
24
25
26
27
28

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Alan Rader, Esq., SBN 045789 LAW OFFICES OF ALAN RADER 1999 Avenue of the Stars, 7th Floor Los Angeles, California 90067 TELEPHONE NO (310) 246-6747 FAX NO (310) 246-6779 ATTORNEY FOR (Name) <u>Plaintiffs</u>		FOR COURT USE ONLY FILED Superior Court Of California County Of Los Angeles MAR 11 2014 Sherri R. Carter, Executive Officer/Clerk By <u>Kristina Vargas</u> , Deputy Kristina Vargas
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS 111 N. Hill Street MAILING ADDRESS Same as above CITY AND ZIP CODE Los Angeles, CA 90012 BRANCH NAME Central District		
CASE NAME: OVERT OPERATIONS, INC., et al. v. LAKESHORE ENT.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
		CASE NUMBER BC 538827 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PPD/WD (23) Non-PI/PPD/WD (Other) Tort <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/PPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <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) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <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): Five
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: March 11, 2014

Bruce Isaacs, Esq.

(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

BY FAX

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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
Other PI/PD/AWD

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 (16)
Intellectual Property (19)
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

SHORT TITLE

OVERT OPERATIONS, INC., et al. v. LAKESHORE ENT.

CASE NUMBER

BC538827

**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 5-7 ☐ 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)

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage)
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- 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 (48)	<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 <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

BY FAX

00/00/2014 10:23:30 FAX 2132499990

SHORT TITLE OVERT OPERATIONS, INC., et al. v. LAKESHORE ENT.	CASE NUMBER
--	-------------

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 <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.
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"/> A6006 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., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-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 OVERT OPERATIONS, INC., et al. v. LAKESHORE ENT.	CASE NUMBER
--	-------------

	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 (26)	<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 <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	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.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

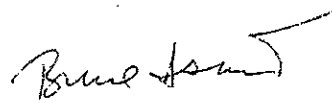
SHORT TITLE OVERT OPERATIONS, INC., et al. v. LAKESHORE ENT.	CASE NUMBER
--	-------------

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. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS 9268 West 3rd Street
CITY Beverly Hills	STATE: CA	ZIP CODE 90210

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

Dated: March 11, 2014



(SIGNATURE OF ATTORNEY/FILING PARTY)

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.

03/11/2014