

D33 Charles F. Palmer  
KAYE SCHOLER LLP

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Attorneys for Plaintiff  
BUZZ MEDIA

*Handwritten:* 16009  
90-27

**ORIGINAL**

**FILED**  
Los Angeles Superior Court

SEP 11 2009

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

BUZZ MEDIA, a corporation  
  
Plaintiff,  
  
v.  
  
ANTICLOWN MEDIA, L.L.C., a limited  
liability company, KARL WANG, an  
individual; and DOES 1 through 20,  
inclusive,  
  
Defendants.

Case No. BC \_\_\_\_\_ **BC421616**

- COMPLAINT FOR:
- (1) FRAUD BY DECEIT;
  - (2) NEGLIGENT MISREPRESENTATION
  - (3) BREACH OF CONTRACT;
  - (4) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
  - (5) RESCISSION; AND
  - (6) INJUNCTIVE RELIEF

Plaintiff BUZZ MEDIA complains and alleges as follows:

INTRODUCTION

1. During negotiations for Plaintiff Buzz Media's purchase of the website URL and domain known as www.thesuperficial.com (the "Website"), the sellers and Defendants Anticlown Media and Karl Wang, made false, fraudulent, and misleading statements to deceive Buzz Media and induce it to purchase the Website for an inflated and fraudulently induced price. These fraudulent misrepresentations included statements that (i) Defendants had a firm offer for the purchase of the

CITY/CASE: MC421616  
RECEIPT #: 09465590027  
DATE PAID: 09/11/09 11:00:13 AM  
PAYMENT: \$350.00  
RECEIVED:  
CHECK: 35.00  
CASH:  
CHANGE  
CARD:

1 Website from a third party; (ii) that the third party had agreed to a limited set of purchase terms  
2 (hereinafter, the "Terms"), including paying almost ninety percent (90%) of the agreed upon offer  
3 price up front in cash and that (iii) there were no contingencies to the proposed sale. When the  
4 parties entered into a contract on September 15, 2008 for Buzz Media's purchase of the Website  
5 (hereinafter, the "Contract"), Defendants reasserted the same false and fraudulent representations  
6 and warranties in the Contract itself regarding the existence of this firm offer, knowing that they  
7 were false. Defendants also promised in the Contract to forward documentation about the firm offer  
8 upon Buzz Media's request, when in fact they had no intention of ever doing so.

9 2. Buzz Media innocently relied upon the false and fraudulent representations from  
10 Defendants, was induced to enter into the Contract, and agreed to pay an inflated and fraudulently  
11 induced purchase price for the purchase of the Website that was based upon the amount of the  
12 purported firm offer and Terms that had been falsely misrepresented. Without knowing Defendants'  
13 deceptive behavior and true intentions, Buzz Media made a partial payment towards the inflated  
14 purchase price and continued to perform its obligations under the Contract. After being informed of  
15 Defendants' shocking actions, Plaintiff attempted to discover the true nature of Defendants'  
16 fraudulent conduct and made several reasonable requests for the disclosure of the documentation  
17 surrounding the alleged firm offer. Despite their express contractual obligation to do so, Defendants  
18 refused to comply with these reasonable requests and refused to forward all or any of the information  
19 related to the purported firm offer.

20 3. Due to Defendants' false misrepresentations and violations of their contractual duties,  
21 Plaintiff has suffered substantial compensatory damages, is entitled to substantial punitive damages  
22 for Defendants' despicable conduct, and is further entitled to injunctive relief to prevent Defendants  
23 from inflicting any further damage through their fraudulent behavior.

#### 24 PARTIES

25 4. Plaintiff Buzz Media, formerly known as Buzznet, Inc. ("Buzz Media") is a  
26 corporation organized and existing under the laws of the State of California and is and was at all  
27 times mentioned in this Complaint qualified to do business in California, and has its principal place  
28 of business at 6464 Sunset Boulevard, Suite 650, Hollywood, California 90028.

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5. Plaintiff is informed and believes that Defendant Anticlowm Media, L.L.C. ("Anticlowm") is a California limited liability company with its principal place of business in Tustin, California.

6. Plaintiff is informed and believes that Defendant Karl Wang ("Wang") is an individual and the owner of Defendant Anticlowm, and is an authorized agent and representative of Defendant Anticlowm, and a resident of California. Plaintiff is suing Defendant Wang both in an individual capacity and in his capacity as an agent and representative of Defendant Anticlowm.

7. Defendants Does 1 through 20 inclusive are sued under fictitious names because their true names and identities are as yet unknown to Buzz Media. When Buzz Media ascertains their names, it will amend this Complaint to allege their true names and identities. Buzz Media is informed and believed and therefore alleges that each of Does 1 through 20 inclusive is responsible in some manner for the fraudulent misrepresentations made to Buzz Media prior to entering into the contract, the false statements and representations made in the Contract itself which caused Buzz Media to suffer damages in reliance upon the false representations in the Contract, and the breaches of Defendants' contractual obligations, and that Does 1 through 20 inclusive, and each of them, proximately caused, at least in part, some or all of Buzz Media's damages alleged in this Complaint.

FACTUAL ALLEGATIONS

8. On or about September 15, 2008, Buzz Media and Defendants entered into the Contract. The Contract and its terms are hereby incorporated by reference into this Complaint.<sup>1</sup>

9. The Contract provided for Buzz Media to acquire the Website, and all rights and assets in Defendants' possession connected to the Website. Pursuant to a prior written agreement between the parties, Buzz Media had a right of first refusal (the "First Refusal Deal") to purchase the Website.

<sup>1</sup> Although the terms of the Contract are incorporated by reference into this Complaint, the Contract itself is not attached to the Complaint due to the confidential nature of certain terms and conditions, and a confidentiality provision prohibiting the disclosure of those terms and conditions.

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10. The negotiations for the Contract began on or about July 10, 2008 when Defendants forwarded Buzz Media a notice ostensibly offering Buzz Media the opportunity to exercise its rights under the First Refusal Deal. This notice stated that Defendants had decided to sell its rights and assets relating to the Website and further stated that Defendants had received an offer from a third party (defined in such notice as the "Acquirer") for the purchase of the assets of the Website for a certain amount, with the Acquirer paying approximately ninety percent (90%) of the purchase price up front. Defendants further clarified in a subsequent notice that the firm offer at an agreed upon price was to be paid all in cash by the Acquirer, who was identified at a later time by Defendants as Gorilla Nation Media, Inc. ("Gorilla Nation"). In order to preserve its rights, Buzz Media began to negotiate with Defendants for its own purchase of the Website. Buzz Media is informed and believes that the information contained in the notices described above was false and that Defendants knew it to be false when the notices were sent.

11. The Contract was the culmination of months of negotiations. During the negotiations, Defendant Wang and Defendant Anticlown, through its agent Defendant Wang, continued to represent to Buzz Media that Gorilla Nation had made a firm offer to purchase the Website and all rights connected thereto for a certain amount in accordance with the Terms. Buzz Media is informed and believes that this representation was false and that Defendants knew it to be false when they made it.

12. During negotiations of the Contract between the parties, Defendant Wang and Defendant Anticlown, through its agent Defendant Wang, further represented to Buzz Media that the firm offer from Gorilla Nation contained "no contingencies" and that Gorilla Nation was presently able, had agreed to and was willing to pay such amount for purchase of the Website with no contingencies if Buzz Media did not match its offer. Buzz Media is informed and believes that these representations were false and that Defendants knew them to be false when they made them.

13. Buzz Media is informed and believes that Defendant Wang and Defendant Anticlown, through its agent Defendant Wang, made the representations described above so that Buzz Media would enter into the Contract and would pay an inflated price for the purchase of the assets under the Contract based upon the purported firm offer price.

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14. In reliance upon these representations from Defendants, Buzz Media entered into the Contract with Defendants to purchase the Website and all rights to the assets for an inflated price, and for an amount that was based upon, and calculated from, the purported firm offer from Gorilla Nation.

15. In further reliance upon these representations, Buzz Media has paid two million seven hundred thousand dollars (\$2,700,000) as a partial payment toward the purchase of the Website, and has performed all of its obligations under the Contract.

16. Pursuant to Paragraph 5.13 of the Contract, Defendants represented and warranted that (i) they had received a firm offer from Gorilla Nation for an amount certain; (ii) that approximately ninety percent (90%) of the amount of the firm offer was to be paid by Gorilla Nation upon the closing of the sale in cash; (iii) that the firm offer did not include any other assets than those being purchased by Buzz Media; (iv) that the firm offer did not contain any contingencies, including any earn-outs, any liabilities, or any new liabilities of Defendants; (v) and that with the exception of certain specified written agreements between Defendants and Gorilla Nation, there were no other understandings or agreements, either orally or in writing, by and among the Defendants and Gorilla Nation related to the assets being purchased. Buzz Media is informed and believes that every one of these representations and warranties was false, and that Defendants knew they were false when they made each representation.

17. As part of their obligations under paragraphs 1.1-1.2 of the Contract, Defendants agreed, inter alia, to transfer and deliver to Buzz Media all of the assets being purchased and rights of every nature, kind and description that were owned, used or held for use by Defendants related to the Website and other assets being purchased by Buzz Media, including but not limited to, Defendants' documents and records relating to the purchased assets that had not previously been given to Buzz Media and which were requested by Buzz Media.

18. As part of their obligations under the Contract, Defendants agreed, inter alia, to give Buzz Media the contents of the firm offer from Gorilla Nation Media upon Buzz Media's request. Paragraph 7.1 of the Contract contained a covenant and promise from Defendants to disclose the content of the purported firm offer from Gorilla Nation upon Buzz Media's request, if such

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disclosure became necessary or desirable for the purpose of enforcing or protecting Buzz Media's legal rights under the Contract.

19. On information and belief, the purported firm offer that was represented to Buzz Media both during negotiations prior to entering into the Contract and as clearly stated in the Contract itself, does not exist at all, or does not exist as represented to Buzz Media.

20. On information and belief, despite the promises and covenants in the Contract as set forth above, Defendants had no intention to ever transfer all assets and documents related to the assets purchased by Buzz Media or to ever disclose the content of the purported firm offer from Gorilla Nation.

21. Despite their contractual obligation to do so, Defendants have never transferred and delivered all of the documents and records in their possession related to the purchased assets, including but not limited to, the documentation related to the purported firm offer from Gorilla Nation, in violation of the contract entered into between the parties.

22. On or about June 11, 2009, August 6, 2009, and August 12, 2009, Buzz Media requested in writing that Defendants perform their obligation under the Contract to transfer the remaining assets and documentations to Buzz Media and to disclose the materials and information related to the purported firm offer from Gorilla Nation. Defendants unreasonably refused to transfer these materials or disclose this information on all three occasions.

**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION FOR FRAUD BY DECEIT**

(Against All Defendants)

23. Buzz Media hereby realleges and incorporates by reference paragraphs 1 through 22 above as though set forth in full herein.

24. Buzz Media is informed and believes that Defendant Karl Wang, who made the representations described in this Complaint, is the authorized agent of the Defendant Anticlowm, and at the time of making the representations and at all times mentioned in this Complaint, was acting within the course and scope of his agency and authority for the Defendant Anticlowm.

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25. Beginning no later than July 10, 2008 and continuing until the present, Defendants, and each of them, made certain false and fraudulent statements of existing fact to Buzz Media.

26. Defendant Anticlow, through its authorized representative Defendant Wang, and Karl Wang, on behalf of Defendants, made the following significant and material representations to Plaintiff:

a. That Defendants had received a firm offer from Gorilla Nation for the purchase of the identical assets being sold to Buzz Media for the Terms, including a defined cash amount;

b. That Gorilla Nation had agreed to pay such amount for purchase of the assets eventually sold to Buzz Media according to the Terms if Buzz Media did not match its offer;

c. That the firm offer from Gorilla Nation was without any contingencies;

d. That Gorilla Nation was able, had agreed and was willing to pay approximately ninety percent (90%) of the purported firm offer price upon the closing of a sale of the assets to Gorilla Nation; and

e. That there were no other business arrangements or agreements, in writing or orally, between Gorilla Nation and Defendants related to the firm offer and the Website.

27. On information and belief, the representations made by defendant were in fact false.

The true facts were:

a. Defendants had not received a firm offer from Gorilla Nation;

b. That Gorilla Nation had not agreed to the Terms, including paying such amount for purchase of the assets eventually sold to Buzz Media if Buzz Media did not match its offer;

c. That any such purported firm offer from Gorilla Nation was not without any contingencies;

d. That Gorilla Nation was not able, had not agreed and was not willing to pay the amount, and in the manner specified, as was represented to Buzz Media for purchase of the assets eventually sold to Buzz Media if Buzz Media did not match its offer; and

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e. That there were other business arrangements or agreements, in writing or orally, between Gorilla Nation and Defendants with respect to the purported firm offer.

28. During negotiations for the Contract, Defendant Anticlow, through its agent and representative Defendant Wang, and Defendant Wang, made promises to transfer and deliver all assets and documentation related to the acquired assets being purchased by Buzz Media upon the closing, and to further disclose the materials and information related to the terms of the purported firm offer from Gorilla Nation upon Buzz Media's request.

29. Buzz Media is informed and believes that Defendants had no intentions of performing the promises that were made and described in Paragraph 28.

30. When Defendants made these significant and material representations of existing fact, and promises to perform, they knew them to be false and made these representations promises to perform with the intention to deceive and defraud Buzz Media and to induce Buzz Media to act in reliance on these representations and promises to perform in the manner hereinafter, or with the expectation that Buzz Media would so act.

31. Buzz Media, at the time these representations and promises to perform were made by Defendants and at the time Buzz Media took the actions herein alleged, was ignorant of the falsity of Defendants' representations and promises to perform and believed them to be true. In justifiable reliance on these representations and promises to perform, Buzz Media was induced to, and did, enter into the written Contract for the purchase of certain assets described above with Defendants on September 15, 2008, agreed to pay an inflated price that was based upon the amount of the purported firm offer, and further paid to defendants the sum of two million seven hundred thousand dollars (\$2,700,000.00) as a partial payment towards the acquisition of the above mentioned assets.

32. Had Buzz Media known the actual facts, it would not have taken such action. Buzz Media's reliance on Defendants' representations was justified because, among other reasons, Defendants agreed to include the very same material representations and promises to perform in the Contract entered into between the parties and to deliver all documents and records in its possession related to the assets being purchased and the purported firm offer.



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33. As a direct and proximate result of the fraudulent conduct of Defendants, Defendants sold to Buzz Media the assets referenced above for a greatly exorbitant price, far in excess of the value of said assets.

34. As a direct and proximate result thereof, Buzz Media has been damaged in an amount to be proven at trial but not less than the jurisdictional limit of this court.

35. The aforementioned conduct consisted of intentional misrepresentations, deceit and/or concealment of material facts known to Defendants, with the intention on the part of Defendants of thereby depriving Buzz Media of property, legal rights or otherwise causing injury and was despicable conduct that subjected Buzz Media to cruel and unjust hardship and conscious disregard of Buzz Media's rights, so as to justify an award of exemplary and punitive damages. Defendants, and each of them, through the above mentioned conduct acted with oppression, fraud, and/or malice consistent with California Civil Code Section 3294. Accordingly, the jury should also award punitive damages in an amount to be determined at trial.

**SECOND CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION**

(Against All Defendants)

36. Buzz Media hereby realleges and incorporates by reference paragraphs 1 through 35 above as though set forth in full herein.

37. Defendant Anticlowm Media, through its authorized representative, Defendant Wang, and Defendant Wang made misrepresentations about existing material facts as set forth above.

38. When Defendants made the significant and material representations as described above, they had no reasonable ground for believing them to be true, without investigating the true nature of the facts, and in a manner not warranted by the information then currently known to Defendants.

39. Defendants further made these significant and material representations with the intention to deceive and defraud Buzz Media and to induce Buzz Media to act in reliance on these representations in the manner hereinafter, or with the expectation that Buzz Media would so act.

40. Buzz Media, at the time these representations were made by Defendants and at the time Buzz Media took the actions herein alleged, was ignorant of the falsity of Defendants'

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representations and believed them to be true. In justifiable reliance on these representations, Buzz Media was induced to, and did, enter into the written Contract for the purchase of certain assets described above with Defendants on September 15, 2008, agreed to pay an inflated price based upon the amount of the purported firm offer, and paid to defendants the sum of two million seven hundred thousand dollars (\$2,700,000.00) as a partial payment towards the acquisition of the above mentioned assets. Had Buzz Media known the actual facts, it would not have taken such action. Buzz Media's reliance on Defendants' representations was justified because, among other reasons, Defendants agreed to deliver all documents and records in its possession related to the assets being purchased and further represented that if Buzz Media requested the supporting documentation of the firm offer, it would not unreasonably refuse disclosure of that information.

41. As a proximate result of the fraudulent conduct of Defendants, Defendants sold to Buzz Media the assets referenced above for a greatly exorbitant price, far in excess of the value of said assets.

42. As a proximate result thereof, Buzz Media has been damaged in an amount to be proven at trial but not less than the jurisdictional limit of this court.

**THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT**

(Against All Defendants)

43. Buzz Media hereby realleges and incorporates by reference paragraphs 1 through 42 above as though set forth in full herein.

44. On or about September 15, 2008, Buzz Media and Defendants entered into the Contract pursuant to which Defendants were to sell all rights and assets related to the Website to Buzz Media, and Buzz Media was to pay a certain amount for the rights and assets.

45. In Paragraph 5.13 of the Contract, Defendants specifically represented and warranted that they had received a firm offer from Gorilla Nation as more fully set forth above. Pursuant to Paragraph 1.1-1.2 of the Contract, Defendants were further obligated to transfer and deliver all documents and records in Defendants' possession related to the assets being purchased by Buzz Media. Pursuant to Paragraph 7.1 of the Contract, Defendants further agreed to forward the

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materials and information related to the purported firm offer received by Defendants from third party Gorilla Nation for purchase of the identical assets upon Buzz Media's request.

46. Buzz Media has at all times performed the terms of the Contract entered into on September 15, 2008 in the manner specified by the Contract.

47. On or about June 11, 2009, August 6, 2009, and August 12, 2009, Buzz Media requested in writing that Defendants perform their obligations under the contract to transfer and deliver all documentation related to the assets purchased by Buzz Media and to disclose the materials and information related to the purported firm offer from Gorilla Nation. Defendants unreasonably refused to disclose this information on all three occasions.

48. Defendants, and each of them, have failed and refused, and continue to refuse, to tender their performance as required by the Contract. This includes that Defendants materially breached the Contract beginning within the last year, by refusing to transfer and deliver all documents and records in Defendants' possession related to the assets being purchased by Buzz Media.

49. Defendants, and each of them, further have failed and refused, and continue to refuse, to tender their performance as required by the Contract and further materially breached the Contract in or about June 2009 and continuing until the present, by refusing to disclose the information relating to the purported firm offer by Gorilla Nation after receiving three reasonable requests from Buzz Media.

50. Defendants never had any intention to transfer all assets and documents related to the assets purchased by Buzz Media, including that relating to the purported firm offer from Gorilla Nation, Buzz Media reasonably relied on Defendants' commitment within the Contract to provide such information, and as a direct and proximate result of Defendants' failure to perform their obligations under the Contract as alleged herein, Buzz Media has incurred damages in an amount to be quantified and proven at or before trial, but exceeding the jurisdiction limit of this court.

51. As a further direct and proximate result of Defendant's failure to perform their obligations under the Contract as alleged herein, Buzz Media suffered, and will continue to suffer,

1 consequential damages in an amount to be quantified and proven at or before trial, but exceeding this  
2 Court's jurisdictional limit.

3 52. The Contract described above between the parties contains an attorney's fees  
4 provision. As a result of Defendants' breaches of the Contract and other wrongful acts alleged in  
5 this complaint, Buzz Media is entitled to an award of reasonable attorney's fees, witness fees, and  
6 other costs incurred in prosecuting this action.

7 **FOURTH CAUSE OF ACTION FOR BREACH OF IMPLIED COVENANT OF GOOD**

8 **FAITH AND FAIR DEALING**

9 (Against All Defendants)

10 53. Buzz Media hereby realleges and incorporates by reference paragraphs 1 through 52  
11 above as though set forth in full herein.

12 54. Every contract includes an implied covenant of good faith and fair dealing.  
13 Defendant Anticlowm Media, through its authorized representative Defendant Karl Wang, and  
14 Defendant Wang, breached the implied covenant of good faith and fair dealing by, inter alia,  
15 refusing to transfer and deliver all documents and records relating to the assets being purchased by  
16 Buzz Media as required by Paragraphs 1.1-1.2 of the Contract, and refusing to disclose the content  
17 of the purported firm offer from Gorilla Nation as required by Paragraph 7.1 of the Contract despite  
18 three reasonable requests by Buzz Media .

19 55. As a direct and proximate result of Defendants' actions, Buzz Media has been  
20 damaged in an amount to be quantified at or before trial but exceeding the jurisdictional limit of this  
21 court.

22 56. The Contract described above between the parties contains an attorney's fees  
23 provision. As a result of Defendants' breaches of the Contract and other wrongful acts alleged in  
24 this complaint, Buzz Media is entitled to an award of reasonable attorney's fees, witness fees, and  
25 other costs incurred in prosecuting this action.

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**FIFTH CAUSE OF ACTION FOR RESCISSION**

(Against All Defendants)

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3 57. Buzz Media hereby realleges and incorporates by reference paragraphs 1 through 56  
4 above as though set forth in full herein.

5 58. Under the terms of the Contract set forth above, on or about September 15, 2008  
6 Buzz Media delivered to Defendants the amount of two million seven hundred thousand dollars  
7 (\$2,700,000.00) as a partial payment towards the purchase of the assets being acquired by Buzz  
8 Media under the Contract.

9 59. On or about September 15, 2008, Defendants delivered possession of certain assets  
10 being acquired under the Contract to Buzz Media, with the exception of the assets and documents  
11 which were improperly withheld, as described above.

12 60. On or about July 10, 2008, and continuing until the present, Defendants made  
13 misrepresentations of fact and promises to perform as set forth more fully in Paragraphs 25-32  
14 above. After September 15, 2008, Buzz Media was informed and believed and discovered that the  
15 true facts were those alleged in Paragraph 27 above.

16 61. Buzz Media will suffer substantial harm and injury under the Contract if it is not  
17 rescinded because, as a result of Defendants' conduct, Buzz Media will be deprived of its bargain. If  
18 it is not rescinded, Buzz Media will have paid amounts towards an inflated and fraudulently induced  
19 purchase price, and will have received assets whose value is far less than the fraudulently induced  
20 purchase price.

21 62. Buzz Media intends for service of the summons and Complaint in this action to serve  
22 as notice of rescission of the Contract, and hereby offers to restore all consideration furnished by  
23 Defendants under the Contract, on condition that Defendants restore to it the consideration furnished  
24 by Buzz Media, specifically the sum of two million seven hundred thousand dollars (\$2,700,000.00)  
25 plus all consequential damages, including attorneys' fees, incurred by Buzz Media before  
26 discovering, and while attempting to discover, that the representations made by Defendants were  
27 false, plus the value of any improvements made by Buzz Media to the assets acquired under the  
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1 Contract, less the reasonable value to Buzz Media of the use of the assets for the time before the  
2 misrepresentations were discovered.

3 63. As a result of entering into the Contract with Defendants, Buzz Media has incurred,  
4 and will continue to incur, expenses in addition to those alleged above which Buzz Media will have  
5 to recover in order to be placed in the position it was prior to the execution of the Contract, in an  
6 amount to be proven at trial.

7 **SIXTH CAUSE OF ACTION FOR INJUNCTIVE RELIEF**

8 (Against All Defendants)

9 64. Buzz Media hereby realleges and incorporates by reference paragraphs 1 through 63  
10 above as though set forth in full herein.

11 65. Buzz Media has a property interest in the Website and all rights and assets related  
12 thereto that was purchased under the Contract between the parties. Buzz Media has a further right to  
13 own and operate the Website and all rights and assets related thereto and to conduct its business in  
14 connection with ownership and operation of the Website which it has developed and improved over  
15 approximately the past year.

16 66. The Website and all rights and assets related thereto consist of a unique business  
17 which Buzz Media has operated and improved for approximately the past year.

18 67. Beginning on or about August 18, 2009, Defendants, and each of them, have  
19 wrongfully and unlawfully threatened to enforce purported rights under a Security Agreement  
20 entered into between the parties on September 15, 2008 (the "Security Agreement"), which  
21 purportedly grants Defendants a security interest in the Website and all assets purchased by Buzz  
22 Media pursuant to the Contract. This threatened conduct would constitute an invasion of,  
23 infringement on, or interference with Buzz Media's protectable rights and interests in the Website  
24 and assets purchased under the Contract, including a sale or lease of the purchased assets which are  
25 purportedly defined as "collateral" under the Security Agreement referenced above.

26 68. Defendants' fraudulent and unlawful conduct as described in this Complaint,  
27 including but not limited to their fraudulent misrepresentations, have caused Defendants, and each of  
28 them, to lose their rights procured by fraud to enforce the Security Agreement or to lawfully

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interfere with Buzz Media's ownership and operation of the purchased assets, or to demand that Buzz Media make a further inflated and fraudulently induced payment towards the purchase price of the purchased assets.

69. Defendants' threatened conduct, unless and until enjoined and restrained by order of this court, will cause great and irreparable injury to Buzz Media by interfering with its lawful operation of the Website, which is a one of kind asset, and by causing Buzz Media to permanently lose its protectable interest in the Website. Defendants' conduct, unless and until enjoined and restrained by the court, would further produce waste and unlawfully interfere with title to the purchased assets during the pendency of the litigation, and would act to violate the rights of Buzz Media with respect to the purchased assets which are the subject of this action and would tend to render any judgment in Buzz Media's favor ineffectual.

70. Buzz Media has no adequate remedy at law for the injuries that are threatened because if Defendant attempts to sell, lease, or assign Buzz Media's interest in the Website and all rights and assets related thereto, it will be impossible for Buzz Media to determine the precise amount of damages that it will suffer if Defendants' conduct is not restrained and Buzz Media may be forced to institute a multiplicity of suits to obtain adequate compensation for its injuries.

**PRAYER FOR RELIEF**

WHEREFORE, Buzz Media prays for judgment against defendants, and each of them, as more fully set forth below:

(A) On the first, second, third and fourth causes of action, for compensatory damages according to proof at trial;

(B) On the first cause of action, for exemplary and punitive damages according to proof at trial;

(C) On the first, second and fifth causes of action, for equitable relief, including rescission of the contract that is the subject of this Complaint;

(D) On the first, second and sixth causes of action, for equitable relief in the form of an injunction;

- 1 (E) For all costs of suit and fees, including reasonable attorney's fees as appropriate; and  
2 (F) Any other relief the Court may determine is appropriate.

3 Dated: September 11, 2009

Respectfully submitted,

KAYE SCHOLER LLP

By: Larry Feldman /SSS  
Larry R. Feldman

Attorneys for Plaintiff BUZZ MEDIA

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KAYE SCHOLER LLP



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

Joshua Stambaugh, SBN 233834  
Kaye Scholer LLP  
1999 Avenue of the Stars  
Suite 1600  
Los Angeles, California 90067  
TELEPHONE NO.: (310) 788-1244 FAX NO.: (310) 788-1207

ATTORNEY FOR (Name): Plaintiff Buzz Media

FOR COURT USE ONLY

FILED  
Los Angeles Superior Court

SEP 11 2009

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, California 90012  
BRANCH NAME: Central District, County Courthouse

CASE NAME: BUZZ MEDIA v. ANTICLOWN MEDIA, L.L.C., and  
KARL WANG

CASE NUMBER:

BC421616

JUDGE:

DEPT:

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)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)  
 Uninsured motorist (46)

Other P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other P/IPD/W/D (23)

Non-P/IPD/W/D (Other) Tort

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-P/IPD/W/D tort (35)

Employment

Wrongful termination (36)  
 Other employment (15)

Contract

Breach of contract/warranty (06)  
 Rule 3.740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

Unlawful Detainer

Commercial (31)  
 Residential (32)  
 Drugs (38)

Judicial Review

Asset forfeiture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)  
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): Six. (See Attached Sheet)

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: September 11, 2009

Joshua Stambaugh, SBN 233834

(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/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
 Asbestos Property Damage  
 Asbestos Personal Injury/Wrongful Death  
 Product Liability (*not asbestos or toxic/environmental*) (24)  
 Medical Malpractice (45)  
 Medical Malpractice—Physicians & Surgeons  
 Other Professional Health Care Malpractice  
 Other PI/PD/WD (23)  
 Premises Liability (e.g., slip and fall)  
 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
 Intentional Infliction of Emotional Distress  
 Negligent Infliction of Emotional Distress  
 Other PI/PD/WD

### Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
 Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
 Defamation (e.g., slander, libel) (13)  
 Fraud (16)  
 Intellectual Property (19)  
 Professional Negligence (25)  
 Legal Malpractice  
 Other Professional Malpractice (*not medical or legal*)  
 Other Non-PI/PD/WD Tort (35)  
**Employment**  
 Wrongful Termination (36)  
 Other Employment (15)

### Contract

Breach of Contract/Warranty (06)  
 Breach of Rental/Lease  
 Contract (*not unlawful detainer or wrongful eviction*)  
 Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
 Negligent Breach of Contract/Warranty  
 Other Breach of Contract/Warranty  
 Collections (e.g., money owed, open book accounts) (09)  
 Collection Case—Seller Plaintiff  
 Other Promissory Note/Collections Case  
 Insurance Coverage (*not provisionally complex*) (18)  
 Auto Subrogation  
 Other Coverage  
 Other Contract (37)  
 Contractual Fraud  
 Other Contract Dispute

### Real Property

Eminent Domain/Inverse Condemnation (14)  
 Wrongful Eviction (33)  
 Other Real Property (e.g., quiet title) (26)  
 Writ of Possession of Real Property  
 Mortgage Foreclosure  
 Quiet Title  
 Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

### Unlawful Detainer

Commercial (31)  
 Residential (32)  
 Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

### Judicial Review

Asset Forfeiture (05)  
 Petition Re: Arbitration Award (11)  
 Writ of Mandate (02)  
 Writ—Administrative Mandamus  
 Writ—Mandamus on Limited Court Case Matter  
 Writ—Other Limited Court Case Review  
 Other Judicial Review (39)  
 Review of Health Officer Order  
 Notice of Appeal—Labor  
 Commissioner Appeals

### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
 Construction Defect (10)  
 Claims Involving Mass Tort (40)  
 Securities Litigation (28)  
 Environmental/Toxic Tort (30)  
 Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

### Enforcement of Judgment

Enforcement of Judgment (20)  
 Abstract of Judgment (Out of County)  
 Confession of Judgment (*non-domestic relations*)  
 Sister State Judgment  
 Administrative Agency Award (*not unpaid taxes*)  
 Petition/Certification of Entry of Judgment on Unpaid Taxes  
 Other Enforcement of Judgment Case

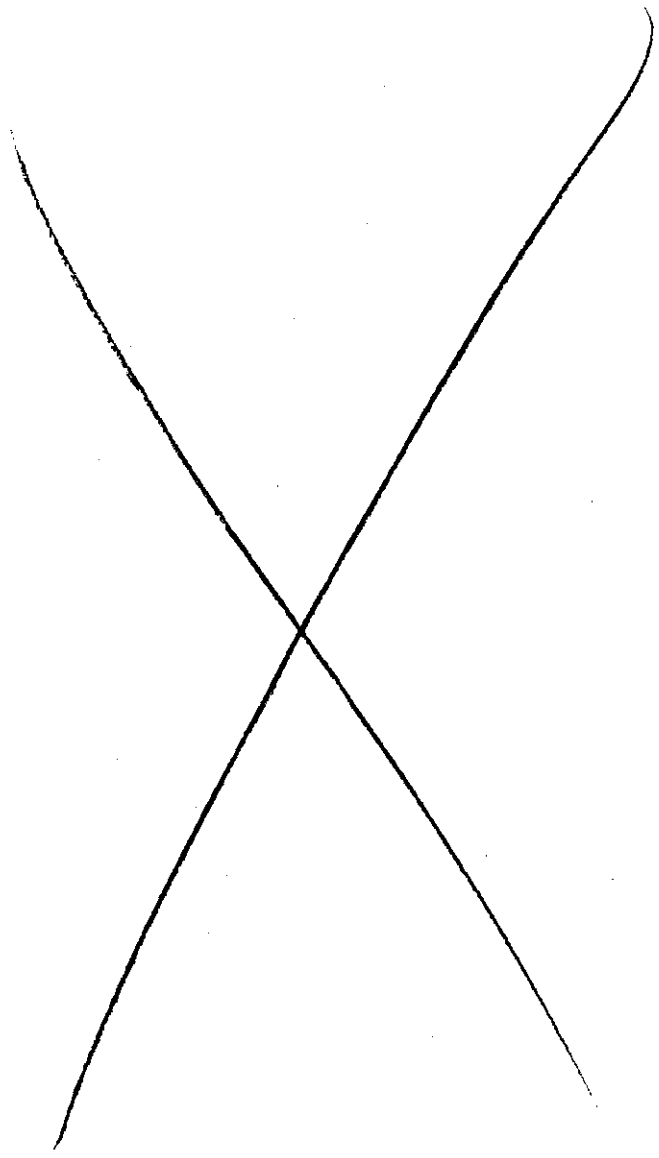
### Miscellaneous Civil Complaint

RICO (27)  
 Other Complaint (*not specified above*) (42)  
 Declaratory Relief Only  
 Injunctive Relief Only (*non-harassment*)  
 Mechanics Lien  
 Other Commercial Complaint Case (*non-tort/non-complex*)  
 Other Civil Complaint (*non-tort/non-complex*)

### Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
 Other Petition (*not specified above*) (43)  
 Civil Harassment  
 Workplace Violence  
 Elder/Dependent Adult Abuse  
 Election Contest  
 Petition for Name Change  
 Petition for Relief from Late Claim  
 Other Civil Petition

**4. Number of causes of action (specify) (Continued):** Six. (1) Fraud By Deceit; (2) Negligent Misrepresentation; (3) Breach of Contract; (4) Breach Of Implied Covenant Of Good Faith And Fair Dealing; (5) Rescission; And (6) Injunctive Relief



23273881

SHORT TITLE: BUZZ MEDIA v. ANTICLOWN MEDIA, L.L.C., and  
KARL WANG, an individual

CASE NUMBER

BC 421616

## 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 5-10  HOURS/  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)

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Class Actions must be filed in the County Courthouse, Central District.</li> <li>2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> </ol> |
|---|--|

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 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.

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"/> A6109 Labor Commissioner Appeals		10.		
Breach of Contract/Warranty (not insurance) (06)	<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)	2., 5.		
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.		
	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6.		
	<input type="checkbox"/> A6015 Insurance Coverage (not complex)		1., 2., 5., 8.		
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.		
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)		1., 2., 3., 8.		
	<input type="checkbox"/> A7300 Eminent Domain/Condemnation - Number of parcels _____		2.		
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A6023 Wrongful Eviction Case		2., 6.		
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.		
		<input type="checkbox"/> A6032 Quiet Title	2., 6.		
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.		
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)		2., 6.		
	Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.		
		<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.			

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

SHORT TITLE: BUZZ MEDIA V. ANTICLOWN MEDIA, L.L.C., and KARL WANG, an individual  
 CASE NUMBER

SHORT TITLE: BUZZ MEDIA v. ANTICLOWN MEDIA, L.L.C., and KARL WANG, an individual

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

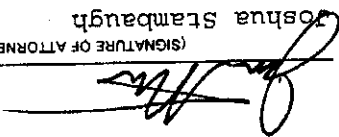
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

**CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATION**

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.

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

Dated: September 11, 2009

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Joshua Stambaugh

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 County 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)).

CITY: HOLLYWOOD STATE: CA ZIP CODE: 90028	REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE 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. <input type="checkbox"/> ADDRESS: 6464 Sunset Boulevard, Suite 650
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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.

SHORT TITLE: BUZZ MEDIA V. ANTICLOWN MEDIA, L.L.C., and KARL WANG, an individual	CASE NUMBER
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