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10 Attorneys for Plaintiffs,  
11 Scott Tipton and Christopher Kolb

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

14 SCOTT TIPTON, an individual; and  
15 CHRISTOPHER KOLB, an individual,

16 Plaintiffs,

17 v.

18 TURNER BROADCASTING SYSTEM,  
19 dba TBS, a Georgia corporation;  
20 ROBERT DALRYMPLE  
21 PRODUCTIONS,  
22 a New York corporation; CARLSBERG  
23 GROUP, a Denmark corporation;  
24 and DOES 1 through 10,

25 Defendants.

*23 Power Summer*  
*AB025 90069*  
**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES  
JUL 14 2010  
John A. Clarke, Executive Officer/Clerk  
By *[Signature]* Deputy  
RUGENA LOPEZ

Case No. BC441756

PLAINTIFFS' COMPLAINT FOR:

1. CALIFORNIA CIVIL CODE § 3344, APPROPRIATION OF LIKENESS;
2. COMMON LAW UNAUTHORIZED APPROPRIATION OF LIKENESS;
3. UNJUST ENRICHMENT;
4. NEGLIGENCE;
5. BREACH OF CONTRACT;
6. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
7. CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200 et seq.

JURY TRIAL DEMANDED

CHECK: *BC441756*  
CASH:  
CHANGE:  
CARD: 355.00

RECEIPT #:  
DATE PAID: 07/14/10 02:56:34 PM  
PAYMENT: \$355.00  
RECEIVED: 0310

1 Come now Scott Tipton and Christopher Kolb and allege as follows:

2 **I. Parties**

3 1. Plaintiff Scott Tipton is an individual and a resident of Los Angeles County,  
4 California. Plaintiff Christopher Kolb is an individual and a resident of Barnstable County,  
5 Massachusetts.

6 2. On information and belief, defendant Turner Broadcasting System ("TBS") is a  
7 Georgia corporation, headquartered in Atlanta, Georgia. TBS is a "basic cable" television  
8 network, broadcasting throughout the United States and abroad.

9 3. On information and belief, defendant Robert Dalrymple Productions ("RDP")  
10 is a New York corporation, headquartered in West Hollywood, California. RDP produces  
11 television programs such as, *inter alia*, World's Funniest Commercials ("WFC"), for  
12 broadcast by networks such as, *inter alia*, TBS. The WFC program, and RDP's relationship  
13 with TBS, is central to the present case.

14 4. On information and belief, defendant Carlsberg Group ("Carlsberg") is a  
15 Danish corporation, headquartered in Copenhagen. Carlsberg produces Carlsberg Beer and  
16 creates advertising for same.

17 **II. Jurisdiction**

18 5. The genesis of this case, explained in greater detail *infra*, is a beer commercial  
19 which was filmed in Los Angeles. Carlsberg thus availed itself of the benefits of transacting  
20 business, i.e. filming its commercial, in California, and it was thus in California where  
21 plaintiffs' likenesses were committed to film, giving rise to the series of events fomenting the  
22 present case. Carlsberg further avails itself of the benefits of transacting business in  
23 California by selling beer in California, and advertising and promoting same to California  
24 consumers in print (e.g. magazine advertising), at point of sale, on billboards and outdoor  
25 signage, and via the internet, *inter alia*. Carlsberg is thus subject to the jurisdiction of this  
26 Court.

1           6. Defendant RDP, though a New York corporation, is headquartered in West  
2 Hollywood, California, where it is registered with the Secretary of State to, at all times  
3 relevant hereto did, and still does, conduct continuous and substantial business including,  
4 *inter alia*, the acquisition of licenses to use the intellectual property of third parties (e.g.  
5 Carlsberg), the production of television programs (e.g. WFC) based on said licenses, and the  
6 licensing of said programs to television networks (e.g. TBS) for broadcast. Furthermore, in  
7 addition to making its headquarters in California and otherwise overtly availing itself of the  
8 benefits of transacting business therein, said business depends heavily on significant contacts  
9 within this State. RDP is thus subject to the jurisdiction of this Court.

10           7. Defendant TBS avails itself of the benefits of transacting business in California  
11 by, *inter alia*, broadcasting its television network to millions of viewers in this State, and  
12 advertising and promoting its broadcast programming in print, on billboards and outdoor  
13 signage, on other television networks, and via the internet. In addition to the foregoing  
14 methods by which TBS overtly avails itself of the benefits of transacting business in  
15 California, it also depends heavily on significant contacts within this State, e.g. in the  
16 production of its original sitcoms. TBS is thus subject to the jurisdiction of this Court.

17           8. The true names and capacities of the defendants named herein as DOES 1  
18 through 10, inclusive, whether individual, corporate associate or otherwise, are unknown to  
19 the plaintiffs at this time, and at such time as the same are ascertained, plaintiffs will pray  
20 leave to amend their complaint to more particularly allege such true names and capacities.

21                           **III. Factual Allegations Common to All Causes of Action**

22           9. On November 4, 2007, both plaintiffs were engaged by Carlsberg to perform in  
23 a Danish television commercial for Carlsberg beer (“the Danish commercial”). Specifically,  
24 the Danish commercial showcased plaintiffs executing various difficult trick-shots in the  
25 game of Beer-Pong<sup>1</sup>. Though it is perhaps novel to the Court, and understandably so, Beer-

26 \_\_\_\_\_  
27 <sup>1</sup> Beer-Pong is a drinking game of accuracy, entailing the throwing of a table tennis ball, a.k.a. ping-pong ball,  
28 from distance, into an opponent’s half-full cup of beer. Each time the thrower is successful, his opponent must  
drink the beer. There is a measure of skill involved but, as with all drinking games, the objective is that  
everybody drink substantial quantities of beer, and quickly. And, as with any physical activity, feats of notable

1 Pong is almost universally known, and widely participated in, by the current generation of 18-  
2 35 year old Americans (of both genders, notably). As such, a Beer-Pong-themed commercial  
3 has tremendous appeal to the demographic most coveted by TV programmers and advertisers,  
4 independent of the additional, *even more widespread* appeal of difficult trick-shot feats, in  
5 general.

6 10. Prerequisite to the filming of the Danish commercial, both plaintiffs executed a  
7 contract, titled "Talentmemo [*sic*]", specifying, among other information, the rate they were  
8 to be paid for the Danish commercial shoot and the terms under which Carlsberg would use  
9 the Danish commercial. Under the heading "Territories", i.e. all geographical locations in  
10 which plaintiffs, by executing the contract, were authorizing Carlsberg to broadcast the  
11 Danish commercial, there is only one entry: "Denmark".

12 11. As such, plaintiffs did not authorize Carlsberg, or any unforeseen third party,  
13 to use their likenesses in the territory of the United States of America.

14 12. Plaintiff Tipton was a law student at the time, and was wary of achieving any  
15 domestic notoriety for exceptional skill at a *drinking game*. He also did not want his parents  
16 or grandparents to see him in such a context. But he chose to take part in the Danish  
17 commercial shoot in reliance on the Talentmemo's clear, restrictive specification of territory,  
18 on the theory that potential employer law firms, and his conservative grandparents, would be  
19 none the wiser.

20 13. Plaintiff Kolb likewise executed the Talentmemo release in reliance on its clear,  
21 restrictive specification of territory. An actor by trade, he knew that the rate of pay for the  
22 Danish commercial shoot was below standard, and that if it was intended for broadcast  
23 domestically, he would have been entitled to, and accordingly would have demanded, a bigger  
24 paycheck for the project<sup>2</sup>. But the Talentmemo's specification of "Denmark", exclusively, as

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26 skill are plainly indicative of abundant practice at such skill. Thus, plaintiffs' difficult trick-shots indicate  
27 substantial experience playing Beer-Pong, i.e. *substantial experience drinking substantial quantities of beer* – a  
less than desirable image that one might reasonably prefer not be widely broadcast.

28 <sup>2</sup> For that matter, had he anticipated the commercial's destiny of unintended use and notoriety, he would have  
been, and would have known that he was, in a position to command a continuing interest in the original

1 the territory for TV broadcast, induced Kolb to perform without cause to either object to the  
2 below-standard rate or attempt to negotiate a better rate, either or both of which reactions  
3 would have been appropriate but for the restriction of territory to Denmark.

4 14. Notably, per the terms of the Talentmemo, *Carlsberg did not pay to air the*  
5 *Danish commercial in the United States*. To the contrary, the Danish commercial only ever  
6 saw airplay as a stand-alone *commercial* (rather than as part of WFC – see ¶ 16, *infra*) in  
7 *Denmark*, as contemplated by Tipton, Kolb, and the Talentmemo. The Danish commercial  
8 was very popular in Denmark, as intended, doubtless, by Carlsberg.

9 15. One iconic scene in the Danish commercial featured plaintiff Kolb watching as  
10 plaintiff Tipton executes the Danish commercial's *most remarkable* trick-shot, ricocheting the  
11 ping-pong ball *four times* off of various uneven, angled surfaces, and into the beer cup with  
12 back-spin, after which both Tipton and Kolb celebrate exuberantly (“ricochet scene”).

13 16. Sometime between November 2007 and August 2008, the Danish commercial  
14 came to the attention of RDP, which sought from Carlsberg, and received, license to feature  
15 the Danish commercial in WFC. In executing said license, it was foreseeable to Carlsberg  
16 and RDP, and intended by both, that the Danish commercial would ultimately be broadcast in  
17 the United States as part of WFC.

18 17. RDP then produced WFC, featuring the Danish commercial, for initial  
19 broadcast by TBS on Tuesday, August 26, 2008, during “primetime” at 9:00 p.m.<sup>3</sup>

20 18. A “promo” is a 30-second television spot, akin to a commercial for a *product*,  
21 except that a promo advertises an upcoming *TV show* instead. Prior to its August 26 initial  
22 broadcast, a Doe employee or agent of either TBS or RDP cut together a promo for WFC,  
23 comprised of short clips of some of the various commercials featured in WFC.

24  
25 performance, i.e. “residuals”, and would in fact have commanded same. In the alternative, when a commercial  
26 unexpectedly ‘takes on a life of its own’, it is standard procedure that, prior to using the commercial beyond its  
intended purpose, the would-be producer offer the actors the opportunity to execute an addendum to the initial  
contract. No defendant herein made such an offer to plaintiffs.

27 <sup>3</sup> On information and belief, plaintiffs allege that there was scant meaningfully competitive programming on that  
28 summer Tuesday night.

1           19.     Given the demographic appeal of Beer-Pong, and complex trick-shots  
2 generally, the Doe creator of the WFC promo saw fit to include the ricochet scene in the  
3 promo. In fact, the ricochet scene concluded the promo with a flourish, landing the proverbial  
4 hook in the potential viewer's mouth with a voiceover saying "where every... single... shot...  
5 goes... in", synchronized with the four ricochets and the final splash of the ball into the cup.  
6 Again, those seven seconds, at the end of the promo, were intended to, and doubtless did,  
7 whet the appetite of the most coveted age demographic, *male and female*, in order to ensure  
8 maximum primetime viewership for the summer weeknight WFC program.

9           20.     On information and belief, the WFC promo aired over 100 times prior to the  
10 initial August 26 WFC broadcast. TBS, arguably more enthusiastically than any other  
11 network, promotes its own programs *relentlessly*, all the more so with an upcoming 'event'  
12 program such as WFC.

13           21.     The same promo then *continued to air after August 26* (albeit with updated  
14 information re date and time), with unabated frequency, *relentlessly* promoting TBS's *reruns*  
15 of the WFC, which aired multiple additional times, in primetime, in the weeks after the initial  
16 broadcast.

17           22.     TBS and/or RDP thus used plaintiffs' likenesses, not merely as part of the  
18 WFC program itself, but notably as the anchor of the relentless promotional campaign for  
19 each of the multiple airings of the WFC program. On information and belief, TBS and/or  
20 RDP caused plaintiffs' likenesses to be *nationally* broadcast, without plaintiffs' consent, 500  
21 times or more. Neither TBS nor RDP sought, much less obtained, plaintiffs' blessings for this  
22 use.

23           23.     Each time TBS broadcast the promo, it was foregoing the broadcast of a  
24 paying advertiser's commercial. The opportunity cost to TBS of each airing of the promo was  
25 thus the advertising rate TBS could alternatively have charged a hypothetical advertiser to  
26 broadcast said advertiser's commercial in the relevant commercial break, instead of the WFC  
27 promo.

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1           24.    TBS and RDP used plaintiffs' likenesses for a commercial purpose, to wit:  
2 TBS broadcast WFC in order to earn advertising revenue, and RDP produced WFC in order to  
3 earn revenue by licensing it to TBS. Carlsberg, for its part well aware of RDP's ultimate  
4 intention that the Danish commercial be broadcast as part of WFC, used plaintiffs' likenesses  
5 for a commercial purpose, i.e. licensing the Danish commercial to RDP for pure profit, well  
6 beyond the geographical limitation (see ¶¶ 10-11) with which it was originally granted  
7 consent.

8           25.    Furthermore, notwithstanding that the Danish commercial was intended for  
9 Danish audiences, Carlsberg also derived commercial value, subject to proof, from its  
10 inclusion in WFC, above and beyond the wholly unearned, *pure profit* license fee received  
11 from RDP, because Carlsberg beer is available for purchase in the United States. On  
12 information and belief, plaintiffs allege that Carlsberg accepted less of a license fee than it  
13 could otherwise have demanded because Carlsberg realized that WFC would ostensibly  
14 provide Carlsberg with free advertising directed at the vast U.S. market. Thus the license fee,  
15 alone, is an inadequate measure of the benefit to Carlsberg of the unauthorized use of  
16 plaintiffs' likenesses.

17           26.    On information and belief, the aggregate profits realized by TBS and RDP  
18 from the multiple airings of WFC in 2008 were in excess of \$3,000,000. Likewise on  
19 information and belief, Carlsberg's profit from licensing its Danish commercial to RDP was a  
20 license fee in excess of \$50,000, plus the advertising value, in excess of \$50,000, of the  
21 Danish commercial's American exposure.

22           27.    Plaintiffs were compelled to retain counsel to seek redress for the multiple torts  
23 among the above series of events. Plaintiffs' counsel has sought, in vain, to settle this matter  
24 amicably with counsel for all three defendants.

25           28.    By virtue of the acts of all defendants, and each of them, all three undertook  
26 and facilitated the unauthorized commercial use of plaintiffs' likenesses and the other  
27 unlawful acts alleged herein.

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29. Defendants' unauthorized use included, but was not limited to, abundant instances of national television broadcast (hereinafter referred to as the "use").

30. When the totality of defendants' use has been learned, plaintiffs will seek leave to amend this Complaint to more particularly itemize the same.

**IV. FIRST CAUSE OF ACTION**

**Appropriation of Likeness [CA Civ. Code § 3344]**

**(Against All Defendants)**

31. Plaintiffs incorporate by reference and re-allege the allegations in paragraphs 1 through 30 as though fully set forth hereinbelow.

32. CA Civil Code § 3344 reads, in pertinent part:

"Any person who knowingly uses another's . . . likeness, in any manner . . . for purposes of **advertising or selling, or soliciting purchases of**, products, merchandise, goods or services, **without such person's prior consent**, . . . **shall be liable to the injured party or parties** in an amount equal to the greater of seven hundred fifty dollars (\$750) or the actual damages suffered by him or her as a result of the unauthorized use, **and any profits from the unauthorized use that are attributable to the use** and are not taken into account in computing the actual damages . . . [p]unitive damages may also be awarded to the injured party or parties. The prevailing party in any action under this section shall also be entitled **to attorney's fees and costs**" (emphasis added.)

33. Plaintiffs did not grant, to any defendant, prior consent to use plaintiffs' likenesses in the United States.

34. In the statute, "knowingly uses" refers to a defendant's knowledge that it is *using* the likeness, not knowledge of the lack of consent to so use it. Ignorance of plaintiffs' rights in their likenesses does not exculpate TBS or RDP for their violation. And Carlsberg, of course, cannot even plead said irrelevant ignorance, as it knew or should reasonably have known that it did not have the right to profit from any broadcast use of plaintiffs' likenesses in the United States.

35. The unauthorized commercial use of plaintiffs' likenesses in WFC was thus the foreseeable, intended result of defendants' actions, even if it was not known to all defendants that such use was unauthorized.

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1           36. Defendants knowingly used plaintiffs' likenesses for the benefit of the license  
2 fee paid by RDP to Carlsberg (and free U.S. advertising for Carlsberg); the license fee paid by  
3 TBS to RDP; and the ultimate revenues from TBS's sale of television advertising timeslots  
4 during the multiple broadcasts of WFC in the United States and abroad, which ultimate goal  
5 drove the entire chain of events.

6           37. At no time did any defendant advise plaintiffs that it intended to use, would use,  
7 or was in fact using plaintiffs' likenesses, for profit, in the United States, though consent of  
8 plaintiffs was required for such use.

9           38. Defendants' unauthorized use of plaintiffs' likenesses was thus violative of  
10 California Civil Code Section 3344.

11           39. Plaintiffs' likenesses were used, not merely in the WFC program, but also in  
12 the frequently-aired promo promoting the WFC program in advance (see ¶ 23, *supra*). As  
13 such, the Danish commercial was not merely one of many commercials comprising the WFC  
14 program, broadcast in order to push the goods and services of TBS's advertisers, but *one out*  
15 *of three* attention-grabbing clips used to advertise *the program itself*, to excite viewers about  
16 WFC in sufficient numbers to maximize WFC's advance appeal to potential advertisers and,  
17 in so doing, maximize the rates potential advertisers would then be willing to pay TBS for  
18 advertising during the multiple WFC broadcasts.

19           40. On information and belief, 9 out of 10 WFC viewers were made aware of WFC,  
20 and/or enticed to watch it, by TBS's relentless airing of the WFC *promo*. Thus, subject to,  
21 e.g., expert testimony at trial, 90% of TBS's net revenue from the sale of advertising during  
22 each WFC airing was attributable to the relentless airing of the promo in advance. By virtue  
23 of plaintiffs' prominence in the promo, above and beyond even the other clips in the promo  
24 (see ¶ 20, *supra*), a finder of fact could reasonably conclude that plaintiffs are entitled to more  
25 than 50% of the profits attributable to the unauthorized use of plaintiffs' likenesses in the  
26 promo, i.e. over 45% of *all* profits realized by TBS from the sale of advertising during each  
27 airing of WFC.

1           41.    As a direct, proximate and foreseeable result of defendants' conduct alleged  
2 herein, plaintiff Tipton has been injured in his business and professional credibility and  
3 opportunities, and has suffered mental distress, i.e. worry, discomfort and shame, due to the  
4 infringement on his right of privacy by the defendants' use of his likeness. Furthermore, both  
5 plaintiffs Tipton and Kolb have been deprived of the compensation to which they would have  
6 been entitled had they been appropriately put on notice of the ultimate use of the Danish  
7 commercial in WFC, and the ultimate use of the ricochet scene as the anchor of the promo for  
8 WFC, infringing on their respective rights of publicity.

9           42.    In the course of discovery, it may come to plaintiffs' attention that one or both  
10 have incurred actual damages, e.g. denial of employment opportunities, as a result of  
11 defendants' unauthorized uses. At such time that the same is ascertained, plaintiffs will seek  
12 leave to amend their Complaint to more particularly allege same.

13           43.    Because the unauthorized use of plaintiffs' likenesses represented recklessness,  
14 on the part of each defendant, with regard to plaintiffs' rights of privacy and publicity, a  
15 reasonable finder of fact can award punitive damages to plaintiffs in accordance with CA Civ.  
16 Code § 3344.

17           44.    Because plaintiffs have been compelled to retain counsel to resolve this matter,  
18 they are also entitled to an award of attorney's fees and costs in accordance with CA Civ.  
19 Code § 3344.

20                   **V. SECOND CAUSE OF ACTION**

21                   **Common Law Unauthorized Appropriation of Likeness**

22                   **(Against All Defendants)**

23           45.    Plaintiffs incorporate by reference and re-allege the allegations in paragraphs 1  
24 through 44 as though fully set forth hereinbelow.

25           46.    As alleged more thoroughly in paragraphs 1 through 43, *supra*, defendants  
26 knowingly used plaintiffs' likenesses for commercial purposes without consent. The  
27 unauthorized use of plaintiffs' likenesses was thus violative of California common law.

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1           47.     At common law, plaintiffs are entitled to recover from the defendants at the  
2 aggregate of the commercial values each defendant inherently attributed to the use of  
3 plaintiffs' likenesses, i.e. to any benefit and profit derived by any defendant from the  
4 unauthorized use of plaintiffs' likenesses. Accordingly, at common law, that value is at least  
5 100% of the undisclosed license fee collected by Carlsberg (if not more, see Par. 54, *infra*); a  
6 percentage of the license fee collected by RDP proportionate to the total number of  
7 international commercials featured in WFC (on information and belief, 5-10%); and because  
8 plaintiffs' likenesses were crucial to the WFC promo, the aggressively-dangled bait for the  
9 entire WFC special, 50+%, subject to proof, of all advertising revenue collected by TBS  
10 during each airing of WFC.

11           48.     Having featured plaintiffs' likenesses and trick-shot talents in the WFC promo,  
12 intending that the promo attract viewers and advertisers, which it did, TBS is estopped to deny  
13 the significant commercial value it obviously believed that plaintiffs' likenesses and  
14 performances would provide it. Furthermore, each time TBS broadcast the promo, it  
15 eschewed revenue from a hypothetical paying advertiser, i.e. the opportunity cost to TBS of  
16 each airing of the promo was the advertising rate TBS could alternatively have charged a  
17 hypothetical advertiser to broadcast said advertiser's commercial, instead of the WFC promo,  
18 during the relevant commercial break timeslot. Said opportunity cost is thus a base-line  
19 measure of the value to TBS of the unauthorized use of plaintiffs' likenesses, subject only to  
20 increase by other indicia of value attributed to the promo by TBS (e.g. via internal memo,  
21 industry-wide conventional wisdom, or any other indicium, discoverable at trial).

22           49.     Subject to proof, in addition to the license fee received from RDP, Carlsberg's  
23 profits attributable to the unauthorized use include the value to Carlsberg of the exposure of  
24 American audiences to Carlsberg's most successful Danish commercial, the U.S. broadcast of  
25 which it was otherwise prevented from itself effectuating by lack of plaintiffs' consent. See ¶  
26 25, *supra*. This secondary benefit to Carlsberg was in addition to the undisclosed license fee  
27 it collected from RDP, which fee might have been greater but for Carlsberg's undeniable  
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1 awareness of, and desire for, said secondary benefit. The license fee, alone, is thus an  
2 inadequate measure of Carlsberg's profits attributable to the unauthorized use.

3 50. Having featured plaintiffs' likenesses and trick-shot talents in the Danish  
4 commercial, intending that the Danish commercial be successful in Denmark, which it was,  
5 Carlsberg is estopped to deny the significant commercial value it obviously believed that  
6 plaintiffs' likenesses and performances would provide them.

7 51. As a direct, proximate and foreseeable result of defendants' conduct alleged  
8 herein, plaintiff Tipton has been injured in his business and professional credibility and  
9 opportunities, and has suffered mental distress, i.e. worry, discomfort and shame, due to the  
10 infringement on his right of privacy by the defendants' use of his likeness. Furthermore, both  
11 plaintiffs Tipton and Kolb have been deprived of the compensation to which they would have  
12 been entitled had they been appropriately put on notice of the ultimate use of the Danish  
13 commercial in WFC, and the ultimate use of the ricochet scene as the anchor of the promo for  
14 WFC, infringing on their respective rights of publicity.

15 52. In the course of discovery, it may come to plaintiffs' attention that one or both  
16 have incurred actual damages, e.g. denial of employment opportunities, as a result of  
17 defendants' unauthorized uses. At such time that the same is ascertained, plaintiffs will seek  
18 leave to amend their Complaint to more particularly allege same.

19 53. Because the unauthorized use of plaintiffs' likenesses represented recklessness,  
20 on the part of each defendant, with regard to plaintiffs' rights of privacy and publicity,  
21 common law dictates that a reasonable finder of fact can award punitive damages to plaintiffs.

22 **VI. THIRD CAUSE OF ACTION**

23 **Unjust Enrichment**

24 **(Against All Defendants)**

25 54. Plaintiffs incorporate by reference and re-allege the allegations in paragraphs 1  
26 through 53 as though fully set forth hereinbelow.

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1           55. As alleged more fully in paragraphs 1 through 51, *supra*, defendants  
2 knowingly used plaintiffs' likenesses for commercial purposes, without consent, for the  
3 respective profit of each of them, to wit:

- 4           • Carlsberg used plaintiffs' likenesses, without consent, to earn an  
5 undisclosed license fee from RDP, amounting to unwarranted pure profit  
6 because Carlsberg had already reaped the benefits of the Danish commercial  
7 (i.e. from its use in Denmark) originally and exclusively contemplated and  
8 intended by Carlsberg and plaintiffs;
- 9           • Carlsberg also reaped the secondary benefit of free advertising in the United  
10 States as a result of the multiple U.S. broadcasts of WFC;
- 11          • RDP used plaintiffs' likenesses, without consent, to produce WFC, earning  
12 an undisclosed license fee from TBS as the intended result thereof;
- 13          • TBS used plaintiffs' likenesses, without consent, in broadcasting WFC, for  
14 each airing of which TBS received substantial revenue from its customers, i.e.  
15 advertisers, as the intended result thereof;
- 16          • TBS also used plaintiffs' likenesses, without consent, in the abundant  
17 advance promotion of WFC which contributed, substantially, to WFC's  
18 ultimate viewership, and thus the price TBS was able to demand and receive  
19 from prospective advertisers as the intended result thereof.

20           56. By reason of their respective uses of plaintiffs' likenesses without plaintiffs'  
21 prior consent and without compensating plaintiffs commensurate with such uses, each  
22 defendant has been unjustly enriched in an amount presently unknown, but which will be  
23 proved at trial.

24           57. Having featured plaintiffs' likenesses and trick-shot talents in the Danish  
25 commercial, intending that the Danish commercial be successful in Denmark, which it was,  
26 Carlsberg is estopped to deny the significant commercial value it obviously believed that  
27 plaintiffs' likenesses and performances would provide it. Likewise, having featured  
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1 plaintiffs' likenesses and trick-shot talents in the WFC promo, intending that the promo attract  
2 viewers and advertisers, which it did, TBS is estopped to deny the significant commercial  
3 value it obviously believed that plaintiffs' likenesses and performances would provide it.

4 58. On information and belief, the value by which defendants have been unjustly  
5 enriched is reflected in the aggregation of the values they placed on the license fee paid to  
6 Carlsberg, Carlsberg's free advertising, the license fee paid to RDP, the rates TBS charged its  
7 advertisers, and the opportunity cost of the frequent airing of the WFC promo, i.e. the value of  
8 alternative advertising eschewed by TBS *each time the promo aired*.

9 **VII. FOURTH CAUSE OF ACTION**

10 **Negligence**

11 **(Against All Defendants)**

12 59. Plaintiffs incorporate by reference and re-allege the allegations in paragraphs 1  
13 through 56 as though fully set forth hereinbelow.

14 60. All defendants owe, and at all times relevant hereto owed, a duty to *every*  
15 private individual, outside the purview of the public interest, not to use the private  
16 individual's likeness for a commercial purpose without consent, *particularly* when such  
17 unauthorized use reveals private behavior that (notwithstanding its legality) might reasonably  
18 be considered socially embarrassing to, and/or potentially injurious to the professional  
19 reputation of, said private individual, and *particularly* when such unauthorized use reveals  
20 same to a *nationwide audience*. Such unauthorized use constitutes infringement on the  
21 individual's right of privacy, as well as her right of publicity.

22 61. Attendant to this duty is the obligation, *in advance of such use*, to be *absolutely*  
23 *certain* that said private individual has consented to such use. Once the likeness has been  
24 used without consent, the genie is out of the bottle; the private individual's invaluable  
25 expectation of privacy in her person has recklessly been violated, and cannot be 'un-violated'.  
26 Hence the strict responsibility, particularly by entities in the television industry, to thoroughly  
27 ascertain that consent has been unequivocally given.

28

1           62. Defendants thus owed a duty to plaintiffs here, private individuals outside the  
2 purview of the public interest, to refrain from broadcasting their likenesses in the United  
3 States absent explicit consent. All defendants are, and at all times relevant hereto were, aware  
4 of this duty. By extension, each defendant was under an obligation to investigate whether or  
5 not consent had been given. All defendants are, and at all times relevant hereto were, aware  
6 of this obligation.

7           63. Any of the three defendants could have kept the genie *in* the bottle, i.e. each  
8 was independently capable of preventing the ultimate unauthorized nationwide broadcast of  
9 plaintiffs' likenesses by, e.g. seeking and reviewing the Talentmemo contracts, which clearly  
10 reflect the geographical limitation of plaintiffs' consent to the use of their likenesses (see ¶  
11 10).

12           64. All defendants, individually, were under the obligation to take such steps to  
13 investigate whether or not plaintiffs had consented to the broadcast of the Danish commercial  
14 in the United States. Again, it was within the power of each defendant to so investigate, and  
15 reckless not to investigate. Because, ultimately, WFC *was* broadcast in the United States,  
16 plaintiffs allege that *no* defendant fulfilled said obligation. All defendants thus breached their  
17 duty to plaintiffs.

18           65. As a direct, proximate and foreseeable result of the independent negligence of  
19 each defendant, and the aggregate negligence of all of them, plaintiff Tipton has suffered  
20 mental distress, i.e. worry, discomfort and shame, due to the infringement on his right of  
21 privacy, and both plaintiffs Tipton and Kolb have been injured in their business and  
22 professional opportunities as alleged herein (including failure to receive appropriate pay for  
23 the Danish commercial), in amounts subject to proof at trial, due to the infringement of their  
24 respective rights of publicity.

25        ///  
26        ///  
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07/14/10

1 **VIII. FIFTH CAUSE OF ACTION**

2 **Breach of Contract**

3 **(Against Carlsberg)**

4 66. Plaintiffs incorporate by reference and re-allege the allegations in paragraphs 1  
5 through 65 as though fully set forth hereinbelow.

6 67. Plaintiffs executed the Talentmemo contracts with Carlsberg, granting consent  
7 to Carlsberg to use their likenesses as part of the Danish commercial. The Talentmemo  
8 contained a field, titled "Territories", intended and understood by Carlsberg and plaintiffs to  
9 indicate, exhaustively, the geographical area to which plaintiffs consented to, *inter alia*, the  
10 television broadcast of their likenesses.

11 68. It is universally understood that, if a contract specifies limitation of its  
12 applicability to a list of circumstances, any circumstance *not listed* is thus *not contemplated*  
13 by all parties to the contract. Put another way, if prior to executing the contract all parties to  
14 the contract contemplated that the Danish commercial would be subject to *worldwide*  
15 television broadcast, the "Territories" field would have been wholly unnecessary and  
16 irrelevant. The very presence of the "Territories" field thus indicated mutual contemplation  
17 of *some* geographical limitation.

18 69. The Talentmemo contracts' "Territories" field contained *only one entry*,  
19 comprising an exhaustive list of *one* geographical area (by operation of contract law doctrine  
20 as well as common sense) in which Carlsberg's broadcast use of plaintiffs' likenesses would  
21 not be unauthorized. That one geographical area was Denmark. Such use was thus  
22 unauthorized in any other territory.

23 70. Plaintiffs thus executed the Talentmemo contracts with the clear intention that  
24 the Danish commercial would only be broadcast in Denmark, and not in the United States. As  
25 alleged in detail, *supra*, Carlsberg subsequently caused the Danish commercial to be  
26 broadcast in the United States, contrary to the clear limitation of, and thus in breach of, the  
27 Talentmemo contract.

28



1           71. As a direct, proximate and foreseeable result of defendants' conduct alleged  
2 herein, plaintiff Tipton has been injured in his business and professional credibility and  
3 opportunities, and has suffered mental distress, i.e. worry, discomfort and shame, due to the  
4 infringement on his right of privacy by the defendants' use of his likeness. Furthermore, both  
5 plaintiffs Tipton and Kolb have been deprived of the compensation to which they would have  
6 been entitled had they been appropriately put on notice of the ultimate use of the Danish  
7 commercial in WFC, and the ultimate use of the ricochet scene as the anchor of the promo for  
8 WFC, infringing on their respective rights of publicity.

9           72. In the course of discovery, it may come to plaintiffs' attention that one or both  
10 has incurred actual damages such as, e.g., denial of employment opportunities, as a result of  
11 defendants' unauthorized uses. At such time that the same is ascertained, plaintiffs will seek  
12 leave to amend their Complaint to more particularly allege same.

#### 13                               **IX. SIXTH CAUSE OF ACTION**

#### 14                               **Breach of Implied Covenant of Good Faith and Fair Dealing**

#### 15                               **(Against Carlsberg)**

16           73. Plaintiffs incorporate by reference and re-allege the allegations in paragraphs 1  
17 through 72 as though fully set forth hereinbelow.

18           74. Per California law, and public policy and common sense generally, implicit in  
19 every contract is a Covenant of Good Faith and Fair Dealing. This implied covenant is  
20 breached when a party enters into a contract and subsequently acts in a way that frustrates the  
21 other party's intended benefit from such contract. A party need not breach any *explicit*  
22 provision of the contract in order to be found to have breached the *implied* covenant.

23           75. By licensing it to RDP, Carlsberg *actively*, rather than passively, allowed the  
24 Danish commercial to be broadcast in the United States, even though it knew or should  
25 reasonably have known that plaintiffs executed the Talentmemo contracts with the clear  
26 intention that, although potentially embarrassing if broadcast in the United States, and in spite  
27  
28

1 of the below-standard pay, the Danish commercial had plaintiffs' blessings for broadcast in  
2 Denmark, but not in the United States.

3 76. In licensing the Danish commercial to RDP for U.S. broadcast, Carlsberg  
4 willfully frustrated plaintiffs' clear intentions that their meagerly-compensated, potentially  
5 embarrassing performances in the Danish commercial were given to Carlsberg in exchange  
6 for the geographical limitation to the territory of Denmark overtly specified by the  
7 Talentmemo contract. Carlsberg thus breached the implied covenant of good faith and fair  
8 dealing inherent to the Talentmemo contract.

9 77. As a direct, proximate and foreseeable result of defendants' conduct alleged  
10 herein, plaintiff Tipton has been injured in his business and professional credibility and  
11 opportunities, and has suffered mental distress, i.e. worry, discomfort and shame, due to the  
12 infringement on his right of privacy by the defendants' use of his likeness. Furthermore, both  
13 plaintiffs Tipton and Kolb have been deprived of the compensation to which they would have  
14 been entitled had they been appropriately put on notice of the ultimate use of the Danish  
15 commercial in WFC, and the ultimate use of the ricochet scene as the anchor of the promo for  
16 WFC, infringing on their respective rights of publicity.

17 78. In the course of discovery, it may come to plaintiffs' attention that one or both  
18 has incurred actual damages such as, e.g., denial of employment opportunities, as a result of  
19 defendants' unauthorized uses. At such time that the same is ascertained, plaintiffs will seek  
20 leave to amend their Complaint to more particularly allege same.

21 **X. SEVENTH CAUSE OF ACTION**

22 **Unfair Competition [CA Bus. and Prof. Code §§ 17200 et seq.]**

23 **(Against All Defendants)**

24 79. Plaintiffs incorporate by reference and re-allege the allegations in paragraphs 1  
25 through 78 as though fully set forth hereinbelow.

26 80. Defendants' above alleged acts and practices, including but not limited to,  
27 Carlsberg's licensing the Danish commercial to RDP, RDP's inclusion of the Danish  
28

1 commercial in WFC, RDP's licensing WFC to TBS, TBS's sale of advertising to air during  
2 WFC, and TBS's multiple broadcasts of WFC, (all of the above for commercial purposes  
3 without plaintiffs' consent), inured to defendants' aggregate economic advantage, constituting  
4 unfair and unlawful competition in violation of the California Unfair Competition Law, Cal.  
5 Bus. And Prof. Code §§ 17200 et seq.

6 81. Plaintiffs are entitled to remedies afforded by Cal. Bus. And Prof. Code §  
7 17203, e.g. recovery of monies with which plaintiffs would have been compensated as a  
8 matter of course had any of the defendants properly notified them of the ultimate use of their  
9 likenesses in broadcasts of WFC and in the promo for WFC.

10 82. In the course of discovery, it may come to plaintiffs' attention that one or both  
11 has incurred actual damages such as, e.g., denial of employment opportunities, as a result of  
12 defendants' unauthorized uses. At such time that the same is ascertained, plaintiffs will seek  
13 leave to amend their Complaint to more particularly allege same.

14  
15  
16 WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as  
17 follows:

- 18 1. For damages for unauthorized use of plaintiffs' likenesses according to proof;
- 19 2. For reasonable compensation for the commercial value of the use of plaintiffs'  
20 likenesses according to proof;
- 21 3. For the profits derived from use of plaintiffs' likeness according to proof;
- 22 4. For compensation to the extent that Defendants have been unjustly enriched  
23 according to proof;
- 24 5. For damages for mental distress according to proof;
- 25 6. For punitive damages reflecting defendants' reckless disregard of plaintiffs'  
26 rights of privacy and publicity;
- 27 7. For attorney fees;

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07/14/18

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- 8. For costs incurred in this action; and
- 9. For such other and further relief as the court shall deem appropriate.

Respectfully submitted,  
LAW OFFICES OF PERRIN F. DISNER

Dated: July 14, 2010

By:   
Perrin F. Disner  
Joel R. Bennett

Attorneys for Plaintiffs,  
Scott Tipton and Chris Kolb

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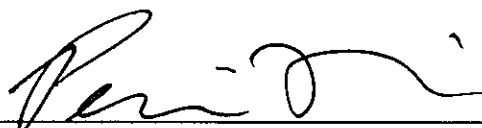
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all issues so triable.

Respectfully submitted,

LAW OFFICES OF PERRIN F. DISNER

Dated: July 14, 2010

By: 

Perrin F. Disner

Joel R. Bennett

Attorneys for Plaintiffs,  
Scott Tipton and Chris Kolb

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Perrin F. Disner (SBN 257586)  
Law Offices of Perrin F. Disner  
1855 Camden Ave. Ste. 3  
Los Angeles, CA 90025  
TELEPHONE NO.: 310-742-7944 FAX NO.: 888-544-5154  
ATTORNEY FOR (Name): Plaintiffs Scott Tipton and Christopher Kolb

FOR COURT USE ONLY  
**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES  
JUL 14 2010  
JOHN A. WATKINS, Executive Officer/Clerk  
By RUGENA LOPEZ Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 North Hill Street  
MAILING ADDRESS: 111 North Hill Street  
CITY AND ZIP CODE: Los Angeles 90012  
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:  
Scott Tipton and Chris Kolb v. TBS, et al.

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

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

CASE NUMBER:  
JUDGE:  
DEPT: **BC441756**

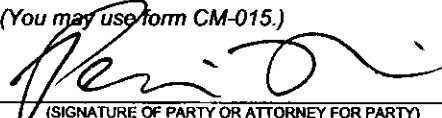
Items 1-6 below must be completed (see instructions on page 2).

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<b>Provisionally Complex Civil Litigation</b> (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)
<b>Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23)	<b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)
<b>Non-PI/PD/W/D (Other) Tort</b> <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 checked="" type="checkbox"/> Other non-PI/PD/W/D tort (35)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Judicial Review</b> <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)	<b>Miscellaneous Civil Petition</b> <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.  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): 7
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: 7/14/2010  
Perrin Disner  
(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.

SHORT TITLE:  
Tipton v. TBS

CASE NUMBER

BC441756

**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 <sup>4</sup>  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)**

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

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

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> 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 <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., 2., 4. 1., 2., 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., 2., 4. 1., 2., 4. 1., 2., 3. 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.

SHORT TITLE: Tipton v. TBS	CASE NUMBER
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Non-Personal Injury/Property Damage/  
 Wrongful Death Tort (Cont'd.)  
 Employment  
 Contract  
 Real Property  
 Unlawful Detainer  
 Judicial Review

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input 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-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.



SHORT TITLE: Tipton v. TBS	CASE NUMBER
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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.

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 9000 Sunset Blvd. Ste 913
CITY: Los Angeles	STATE: CA	ZIP CODE: 90069

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 Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: 7/14/2010

  
(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 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.