

ORIGINAL

*Alvord
9/30/10*

FILED
Los Angeles Superior Court

SEP 30 2010

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
DOROTHY SWAIN

H. Michael Soroy, Esq. (SBN 153 944)
Thomas H. Schelly, Esq. (SBN 217 285)
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Attorneys for Plaintiff,
CARTAN TOURS, INC.

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

CARTAN TOURS, INC., a Delaware Corporation,

Plaintiff,

v.

DREW CAREY, an Individual;
INTERNATIONAL MAMMOTH ENTERTAINMENT, INC., a California Corporation; and DOES 1 through 20,

Defendants.

Case No.:

BC446430

COMPLAINT FOR:

- 1. BREACH OF CONTRACT;
- 2. PROMISSORY ESTOPPEL;
- 3. NEGLIGENT MISREPRESENTATION

Plaintiff Cartan Tours, Inc. brings this Complaint against the defendants named herein and alleges as follows:

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CITY/CASE: BC446430 LEA/IEF#: _____
 RECEIPT #: CCH118782865
 DATE PAID: 09/30/10 03:55:55 PM
 PAYMENT: \$355.00
 RECEIVED: 0310
 CHECK: 355.00
 CASH: _____
 CHANGE: _____
 CARD: _____

Case assigned to Judge

09/29/10

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GENERAL ALLEGATIONS:

1. Plaintiff Cartan Tours, Inc. ("Cartan") is, and at all times mentioned herein, a Delaware corporation, operating under the laws of the State of Delaware and licensed to do business in California, and doing business in Los Angeles County.

2. Cartan is informed and believes, and thereon alleges that Defendant Drew Carey is, and at all times mentioned herein was, an individual residing in the County of Los Angeles, State of California.

3. Cartan is informed and believes, and thereon alleges that Defendant International Mammoth Entertainment, Inc. is, and at all times mentioned herein was, a corporation, operating under the laws of the State of California, with places of business in Los Angeles County, and at all times mentioned herein is authorized to transact business in the State of California.

4. Cartan alleges that the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants named herein as Does 1 – 20, are unknown to Cartan, who therefore sues said defendants by such fictitious names pursuant to *California Code of Civil Procedure* Section 474. Cartan will seek leave to amend this Complaint to show such defendants' true names and capacities when the same are ascertained. Collectively, Mr. Carey, International Mammoth Entertainment, Inc., and Does 1 – 20 are sometimes referred to as "Defendants."

5. Cartan is informed and believes, and thereon alleges that each defendant was and at all times mentioned herein, acting as an agent and/or employee of other defendants, and each of them, and at all times were acting within the course and scope of agency and/or employment.

BACKGROUND FACTS:

6. In or about January 2010, Defendants, by and through Mr. Carey's assistant Jennifer Yothers, contacted Diana Imhoff at Cartan about booking tickets and accommodations for Mr. Carey, plus two to three guests, to attend the World Cup Soccer Finals being held in South Africa. The booking for the accommodations would be for 35 nights at a high end or

89/28/18

1 luxury accommodation starting on or about June 8, 2010. The requested booking was later
2 shortened by seven days.

3 7. Throughout February 2010, Ms. Yothers and Ms. Imhoff engaged in several
4 telephone conversations and exchanged e-mails regarding the particulars of the booking –
5 including pricing, amenities, location, etc. During this time, the Ellerman Villa, a luxury “five
6 star” resort located in Cape Town, South Africa, was proposed as a possible site.

7 8. On or about February 18, 2010, Ms. Imhoff e-mailed Ms. Yothers to inform her
8 that Ellerman Villa would require full payment to hold the booking.

9 9. On or about March 2, 2010, Ms. Imhoff again told Ms. Yothers that the Ellerman
10 Villa would require 100% payment up front in order to reserve accommodations.

11 10. At around this same time, Ms. Yothers confirmed that Mr. Carey would be
12 purchasing tickets to the games themselves through Cartan. Mr. Carey ultimately paid Cartan for
13 the tickets.

14 11. On or about March 4, 2010, in the afternoon, Ms. Yothers told Ms. Imhoff that
15 Mr. Carey selected Ellerman Villa as the location where he would like to stay while attending the
16 World Cup. Mr. Carey, by and through Ms. Yothers, confirmed the booking at 8:00 p.m. via
17 telephone with Ms. Imhoff, and agreed to pay Cartan \$376,930.13 in full on March 5, 2010 via
18 credit card. In addition, Ms. Imhoff reminded Ms. Yothers that Ellerman Villa required 100% of
19 the payment up front in order to reserve the location.

20 12. That same day, on or about March 4, 2010, Cartan confirmed Mr. Carey’s
21 reservation for Ellerman Villa with its tour operator Planet Africa. However, the reservation for
22 Ellerman Villa would not be held unless full payment for the accommodations was made. In
23 reliance upon Mr. Carey’s confirmation of the booking, Cartan tendered \$223,692.80, to
24 Ellerman Villa in order to reserve the location for Mr. Carey.

25 13. The following day, on or about March 5, 2010, Ms. Yothers failed to contact Ms.
26 Imhoff, or anyone else at Cartan regarding payment for the booking. Moreover, neither Mr.
27 Carey, nor anyone else on Mr. Carey’s behalf contacted Cartan regarding payment for the
28 booking with Ellerman Villa.

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14. Cartan continued to contact Mr. Carey and/or his agents regarding payment for the booking.

15. To date, no payment has been made to Cartan regarding the booking of Ellerman Villa for Mr. Carey.

16. Cartan made efforts to mitigate its loss by attempting to resell the reserved dates. However, Cartan was only able to resell \$38,475.00 of the time it had reserved on Mr. Carey's behalf with Ellerman Villa.

FIRST CAUSE OF ACTION

(Breach of Contract – Against All Defendants)

17. Cartan repeats, re-alleges, and incorporates by this reference each and every allegation set forth in paragraphs 1 through 16 above.

18. Defendants entered into an oral agreement ("Agreement") whereby Cartan agreed to arrange and book accommodations for Mr. Carey at Ellerman Villa in South Africa. In exchange, Defendants agreed to pay Cartan \$376,930.13 on March 5, 2010.

19. Cartan performed all conditions, covenants, and promises under the Agreement which it was obligated to perform, save and except those which it was excused and/or prevented from performing.

20. On or about March 5, 2010, and thereafter, Defendants breached the Agreement by failing and refusing to make full payment pursuant to the Agreement and, at this moment in time, owes the full amount due and owing from Defendants to Cartan despite Cartan's demand for payment in full.

21. As a direct and foreseeable result of Defendants' breach of the Agreement, Cartan has been damaged in an amount to be proven at trial, plus interest thereon at the maximum legal rate from the date of the breach and according to proof. However, Cartan has been damaged in an amount that exceeds \$25,000.00.

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1 **SECOND CAUSE OF ACTION**

2 **(Promissory Estoppel — Against All Defendants)**

3 22. Cartan repeats, re-alleges, and incorporates by this reference each and every
4 allegation set forth in paragraphs 1 through 16 above.

5 23. On March 4, 2010, Defendants clearly and unambiguously promised to pay
6 Cartan for its booking of Ellerman Villa for Mr. Carey.

7 24. Cartan actually relied on the promise in that it advanced \$223,692.80 on
8 Defendants' behalf to Cartan's booking agent and at Defendants' request.

9 25. Cartan's reliance on the promise was both reasonable and foreseeable as
10 Defendants had promised to pay Cartan for the booking of Ellerman Villa.

11 26. Defendants breached their promise to Cartan by refusing to pay it the \$223,692.80
12 that Cartan advanced on their behalf and at their request.

13 27. Cartan was injured by its reliance on Defendants' promise in that it paid
14 \$223,692.80 on behalf of the Defendants yet received nothing in return.

15 28. Injustice can only be avoided by enforcing Defendants' promise to pay Cartan.

16 **THIRD CAUSE OF ACTION**

17 **(Negligent Misrepresentation — Against All Defendants)**

18 29. Cartan repeats, re-alleges, and incorporates by this reference each and every
19 allegation set forth in paragraphs 1 through 28 above.

20 30. On or about March 5, 2010, at 8:00 p.m., via telephone conference, Defendants,
21 and each of them, by and through Jennifer Yothers, made untrue representations of material facts
22 to Diana Imhoff at Cartan. Specifically, that defendant Mr. Carey intended to book, and did
23 book accommodations at Ellerman Villa in South Africa with Cartan, and that Mr. Carey would
24 pay for said booking via credit card on or about March 5, 2010.

25 31. Irrespective of Defendants' actual beliefs, the statements made by and through
26 Jennifer Yothers were made without any reasonable ground for believing them to be true and/or
27 made in a manner not warranted by the information available.

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32. Defendants' statements were made with the intent to induce Cartan to act in reliance upon Defendants' statements.

33. Cartan reasonably and justifiably relied upon Defendants' statements, believing them to be true.

34. As a direct and proximate result of Defendants' statements, Cartan suffered damages in an amount to be proven at trial. However, Cartan has been damaged in an amount that exceeds \$25,000.00.

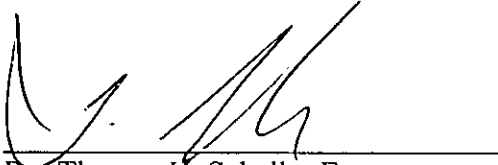
PRAYER

1. WHEREFORE, Plaintiff Cartan Tours, Inc. prays for judgment against Defendants, and each of them, as follows:

- 2. Compensatory damages in an amount to be proven at trial;
- 3. Interest at the full legal rate;
- 4. Costs of Suit;
- 5. For such other and further relief as the Court deems just and proper.

DATED: September 27, 2010

LAW OFFICES OF H. MICHAEL SOROY



By: Thomas H. Schelly, Esq.
Attorneys for Plaintiff,
Cartan Tours, Inc.

89/08/10

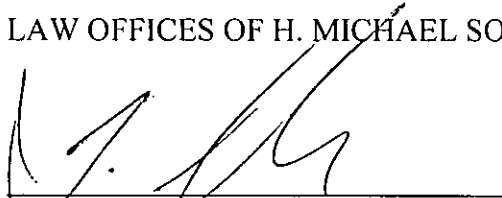
DEMAND FOR JURY TRIAL

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Plaintiff Cartan Tours, Inc. hereby respectfully requests a trial by jury for all claims and issues raised in the Complaint that may be entitled to a jury trial.

DATED: September 27, 2010

LAW OFFICES OF H. MICHAEL SOROY



By: Thomas H. Schelly, Esq.
Attorneys for Plaintiff,
Cartan Tours, Inc.

09/29/10

FOR COURT USE ONLY

FILED
Los Angeles Superior Court

SEP 30 2010

John A. Clarke, Executive Officer/Clerk
By Dorothy Swain, Deputy
DOROTHY SWAIN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
H. Michael Soroy, Esq. (SBN 153 944)
Thomas H. Schelly, Esq. (SBN 217 285)
LAW OFFICES OF H. MICHAEL SOROY
11766 Wilshire Boulevard, Suite 460
Los Angeles, California 90025
TELEPHONE NO.: (310) 444-7750 FAX NO.: (310) 312-1034

ATTORNEY FOR (Name): **CARTAN TOURS, INC.**
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles, California 90012
BRANCH NAME: Central District - Stanley Mosk Courthouse

CASE NAME: **CARTAN TOURS, INC. v. DREW CAREY, 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: **BC446430**

JUDGE:
DEPT:

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

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

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

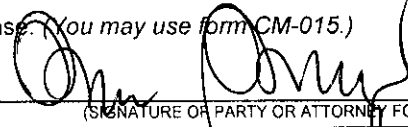
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **3 (Breach of Contract; Promissory Estoppel; Negligent Misrepresentation)**

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 cases. (You may use form CM-015.)

Date: September 30, 2010
H. Michael Soroy, Esq. (SBN 153 944)
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

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

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

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 3 HOURS/ 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.

	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.	
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.	

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Unlawful Detainer

Judicial Review

SHORT TITLE: CARTAN TOURS, INC. v. DREW CAREY, et al.		CASE NUMBER
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	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Other (35)		
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	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	1., 2., 3., 5.
	<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.
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	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.
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.

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: CARTAN TOURS, INC. v. DREW CAREY, et al.

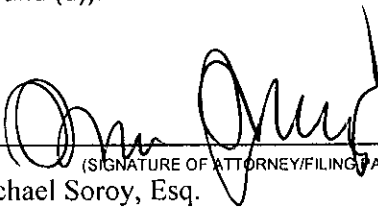
CASE NUMBER

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1.	<input checked="" type="checkbox"/> 2.	<input type="checkbox"/> 3.	1334 Parkview Avenue, Suite 200
<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.			
CITY: Manhattan Beach	STATE: CA	ZIP CODE: 90266	

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: September 30, 2010


(SIGNATURE OF ATTORNEY/FILING PARTY)
H. Michael Soroy, Esq.

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.

69/39/09