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to Judge
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Conrad Aragon

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KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
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Attorneys for Plaintiffs I-65 FILMS, INC. and
AMI MANN

FILED
Los Angeles Superior Court

DEC 22 2008

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

BC404315

I-65 FILMS, INC., a California corporation,
and AMI MANN, an individual,

Plaintiff,

vs.

FLAME PRODUCTIONS, LLC, a California
Limited Liability company; TONY KRANTZ,
an individual and DOES 1-10 inclusively,

Defendant.

CASE NO.

**COMPLAINT FOR BREACH OF ORAL
CONTRACT, QUANTUM MERIT,
PROMISSORY ESTOPPEL, AND
UNJUST ENRICHMENT**

CITY/COUNTY CLERK'S OFFICE
RECEIPT # 0011070001
DATE PAID: 12/22/08 08:20:25 PM
PAYMENT: 000.00
RECEIVED: 0218
CHECK# 320.00
CASH#
CASH#
CHECK#
CASH#

1 Plaintiffs I-65 Films, Inc. and Ami Mann allege as follows:

2 1. I-65 Films, Inc. is a corporation existing under the law of California and its
3 principal place of business is located in Los Angeles County. I-65 Films, Inc. is owned by Ami
4 Mann and is the company through which she does business.

5 2. Ami Mann ("Mann") is an individual who reside in Los Angeles County. Mann is
6 a writer. I-65, Films and Mann will be collectively referred to as "Mann".

7 3. Mann is informed and believes that defendant Flame Productions, LLC ("Flame")
8 is a limited liability company existing under the laws of California and its principal place of
9 business is located in Los Angeles County.

10 4. Mann is informed and believes that defendant Tony Krantz ("Krantz") is an
11 individual who resides in Los Angeles County and who owns and operates Flame. Flame and
12 Krantz will be collectively referred to as "Flame" unless otherwise specified.

13 5. Mann does not know the true names and capacities of Defendants sued as DOES 1-
14 10 and sues them by fictitious names, and will amend this Complaint and name them upon
15 learning their identity.

16 6. Mann is informed and believes that each Defendant was the agent of the other
17 Defendants and was acting in the course and scope of its authority and with the knowledge of the
18 other Defendants.

19 7. On approximately March 20, 2008, Krantz met with Mann to discuss the possibility
20 of Mann writing a screenplay based on or inspired by the life of country music singer Shelby
21 Lynne.

22 8. On approximately April 9, 2008, Mann discussed with Krantz various story
23 proposals including the use of Lynne's personal history. They agreed that the story will deal with
24 Lynne, country music, a young female singer and the South. Mann accepted Krantz' offer of
25 employment and informed her agent that she was not available for any other work.

26 9. On approximately May 1, 2008, Mann and Krantz entered into an oral agreement
27 whereby Mann agreed to provide writing services to his company Flame for this motion picture
28 project. Flame prepared a deal memo to memorialize the parties' agreement. The deal/memo

1 contained all material terms of this agreement. Among the terms of the oral agreement were the
2 following:

- 3 • Mann was to receive \$150,000 for a first draft and a revision pursuant to the
4 following payment plan:
5 30% on delivery of verbal story
6 45% on delivery of first draft
7 25% on delivery of final revision
- 8 • The payments were to be made half on commencement and half on
9 delivery, except that Mann was to receive one-half of the first story
10 payment upon execution (since this had already occurred) and half on
11 delivery.
- 12 • The agreement specified the writing periods of 8 weeks for the story, 12
13 weeks for the first draft, and 8 weeks for the revision.
- 14 • The agreement was to be on a work-for-hire basis and subject to the Writers
15 Guild of America Basic Agreement.
- 16 • Mann was to receive specified production bonuses tied to credit (whether
17 sole, shared or no writing credit) and the size of the film's budget.
- 18 • Mann was also to receive 5% of Flames' profits as a producer of the film,
19 reducible if she did not receive full writing credit.

20 10. In early May 2008, Mann attended the Stagecoach Country Music Festival in Indio,
21 California to hear Lynne perform. Mann conducted a formal interview of Lynne the following
22 day.

23 11. Mann then began to write the story, develop the characters, and read research
24 materials and literature.

25 12. At Krantz' request, Mann and Krantz traveled to Biloxi, Mississippi for research.
26 Mann conducted and recorded numerous interviews and took many photographs of the area.

27 13. Upon her return from Mississippi, Mann spent the next two weeks developing three
28 story ideas that she presented to Krantz on approximately June 9, 2008. Krantz selected one of the

1 story ideas and provided some comments to Mann. Mann told Krantz she will develop this story
2 into a full story outline to present to him the following week.

3 14. On approximately June 18, 2008, Mann pitched to Krantz the now fully developed
4 story outline. Krantz accepted the story, requested some minor changes, and asked Mann to
5 present the story outline in written form. Since the deal memo only required a verbal story, Mann
6 had fulfilled her obligations in this regard under the agreement.

7 15. On approximately June 24, 2008, Mann delivered to Krantz the detailed written
8 story outline to Krantz. Mann also began writing a first draft of the screenplay.

9 16. Shortly thereafter, Krantz informed Mann that he was no longer "feeling" the story.
10 Mann makes myriad suggestions to change the story to satisfy Krantz. Krantz rejected all of
11 Mann's suggested changes. Krantz then terminated their business relationship.

12 17. In doing so, Krantz and Flame repudiated the oral agreement. Despite three months
13 of working with and for Krantz, Krantz had not paid any monies to Mann, not even for the story
14 phase of the project, which she had already delivered.

15 **FIRST CAUSE OF ACTION**

16 **(Breach of Oral Contract Against**

17 **Flame, Krantz and DOES 1-10)**

18 18. Plaintiff incorporates the allegations of paragraphs 1 to 17 of the Complaint.

19 19. Flame and Mann had an enforceable oral contract for Mann to write a screenplay
20 for the "Untitled Country Movie."

21 20. Flame breached the agreement by refusing to pay Mann for her work on the story
22 and for refusing to pay her the agreed amounts for writing a screenplay based on the story.

23 21. Mann performed all of her obligations under the agreement except for those that
24 were excused by Flame's breach of the agreement.

25 22. Flame's breach of the agreement has caused damages to Mann of at least \$150,000.
26
27
28

1 **SECOND CAUSE OF ACTION**

2 **(For Quantum Merit Against**

3 **Flame, Krantz and DOES 1-10)**

4 23. Plaintiff incorporates by reference the allegations of paragraphs 1 to 17 of the
5 Complaint.

6 24. Mann rendered writing services to Flame and delivered a detailed written story
7 outline to Flame.

8 25. Flame has not paid Mann any monies for this work, and Flame has denied the
9 existence of a contract with her.

10 26. Mann is entitled to receive from Flame the reasonable value of her writing services
11 for the work that she performed, an amount which will be determined at trial.

12 **THIRD CAUSE OF ACTION**

13 **(For Promissory Estoppel Against**

14 **Flame, Krantz and DOES 1-10)**

15 27. Plaintiff incorporates by reference the allegations of paragraphs 1 to 17 of the
16 Complaint.

17 28. Flame promised to enter into a contract with Mann for her to render writing
18 services.

19 29. In reliance on this promise, Mann rendered writing services to Flame and delivered
20 a detailed written story outline to Flame.

21 30. Flame has not paid Mann any monies for this work, and Flame has denied the
22 existence of a contract with her.

23 31. Flame is estopped from denying the existence of an agreement with Mann for
24 writing services pursuant to the terms negotiated by the parties.

1 **FOURTH CAUSE OF ACTION**

2 **(For Unjust Enrichment Against**

3 **Flame, Krantz and DOES 1-10)**

4 32. Plaintiff incorporates by reference the allegations of paragraphs 1 to 17 of the
5 Complaint.

6 33. Mann rendered writing services to Flame and delivered a detailed written story
7 outline to Flame.

8 34. Flame has not paid Mann any monies for this work, and Flame has denied the
9 existence of a contract with her.

10 35. Flame has been unjustly enriched by receiving Mann's detailed written story outline
11 without compensating her.

12 36. Mann is entitled to restitution for the reasonable value of the writing services
13 rendered to Flame.

14
15 WHEREFORE Plaintiff prays as follows:

- 16 1. Compensatory damages according to proof;
17 2. For costs of suit; and
18 3. Any other relief the Court deems appropriate.

19
20 DATED: December 19, 2008

KINSELLA WEITZMAN ISER KUMP &
ALDISERT LLP

21
22 By: 

23 Gregory J. Aldisert
24 Attorneys for Plaintiffs I-65 FILMS, INC. and
25 AMI MANN
26
27
28

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

Gregory J. Aldisert (SBN 115334)
Kinsella Weitzman Iser Kump & Aldisert LLP
808 Wilshire Boulevard, 3rd Floor

Santa Monica, California 90401

TELEPHONE NO.: (310) 566-9800 FAX NO.: (310) 566-9850

ATTORNEY FOR (Name): Plaintiff I-65 Films, Inc. and Ami Mann

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: CENTRAL

CASE NAME: I-65 Films, Inc. v. Flame Productions

FOR COURT USE ONLY

FILED
Los Angeles Superior Court

DEC 22 2008

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

CASE NUMBER:

BC404315

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

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

Complex Case Designation

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

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

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

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

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

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

4. Number of causes of action (specify): 4

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: December 19, 2008

Gregory J. Aldisert (SBN 115334)

(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.

**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 _____ HOURS/ 4 DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

- Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.
Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.
Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.
 For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

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

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

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

	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.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	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: I-65 Films, Inc. v. Flame Productions 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.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals
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 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 checked="" 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: I-65 Films, Inc. v. Flame Productions

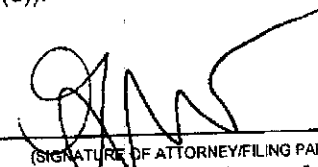
CASE NUMBER

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.	<input type="checkbox"/> 4.	<input checked="" type="checkbox"/> 5.	<input type="checkbox"/> 6.	<input type="checkbox"/> 7.	<input type="checkbox"/> 8.	<input type="checkbox"/> 9.	<input type="checkbox"/> 10.	1416 N. LaBrea Avenue
CITY: Los Angeles		STATE: CA	ZIP CODE: 90028							

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

Dated: December 22, 2008


(SIGNATURE OF ATTORNEY/FILING PARTY)
Gregory J. Avdisert (SBN 115334)

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.