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8 Attorneys for Plaintiff

FILED
Los Angeles Superior Court

APR 24 2009

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

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 CENTRAL DISTRICT

BC412445

12 JOHN J. NICHOLSON, as Trustee of The JN
13 Trust,

14 Plaintiff,

15 v.

16 MARK CANTON and CANTON
17 PRODUCTIONS, INC., a corporation,

18 Defendants.

CASE NO.

COMPLAINT FOR BREACH OF
WRITTEN CONTRACT AND ON
PROMISSORY NOTE

DEMAND FOR JURY TRIAL

19 Plaintiff alleges as follows:

20 FIRST CAUSE OF ACTION

21 (Breach of Written Contract Against All Defendants)

22 1. Plaintiff John J. Nicholson ("Plaintiff") is an individual
23 Trustor of The JN Trust under Declaration of Trust dated December 15, 1993, as amended
24 "Trust"). Plaintiff sues in his capacity as Trustee of the Trust. Plaintiff resides in the county
25 Los Angeles, California.

CI/CASE: BC412445 LEA/REF#:
RECEIPT # 2 CCH18782030
DATE PAID: 04/24/09 02:41:34 PM
PAYMENT: \$350.00
RECEIVED:
CHECK: 150.00
CASE #
CHANGE:
CARR:

57 assigned to Judge
Rajesh M. Das

28 Mitchell
Silberberg &
Knupp LLP

1217628.2

1 2. Defendant Mark Canton ("Canton") is an individual residing in the County
2 of Los Angeles, California.

3
4 3. Plaintiff is informed and believes and on that basis alleges that Defendant
5 Canton Productions, Inc., is a corporation doing business in the County of Los Angeles, and that
6 Canton is the owner of record and beneficial owner of all outstanding stock in Canton
7 Productions, Inc.

8
9 4. On or about August 27, 2002, in the County of Los Angeles, California, for
10 good and valuable consideration, City National Bank ("CNB") made a loan in the amount of One
11 Million Five Hundred Thousand Dollars (\$1,500,000) to Canton, which subsequently was
12 modified and amended ("the Loan"). In connection therewith, Canton made, executed, and
13 delivered to CNB a promissory note ("the Note").

14
15 5. At the request of Canton, and in order to induce CNB to make the Loan to
16 Canton, Plaintiff executed a consumer guaranty in favor of CNB (the "Guaranty"), guaranteeing
17 repayment of the Loan, including all interest and fees. In addition, also at the request of Canton,
18 on or about January 20, 2004, the Trust executed a pledge agreement in favor of CNB and
19 executed with CNB and City National Securities, Inc., a Securities Account Control Agreement
20 (collectively, the "Collateral Agreements") pursuant to which the Trust pledged to CNB certain
21 collateral to secure repayment in full of the Loan (the "Collateral").

22
23 6. Plaintiff agreed to enter into the Guaranty and the Collateral Agreements
24 based upon the understanding and representation by Canton that he would pay, on a current basis,
25 the regular monthly interest payments on the Note and would make the principal payment upon or
26 prior to maturity of the Note.

1 7. The Note provided that Canton was to make regular monthly payments of
2 all accrued unpaid interest due beginning September 27, 2003, with any balance to be paid in full
3 on August 27, 2004. Thereafter, at Canton's request, the date of maturity of the Note was
4 extended on several occasions, ultimately to December 1, 2007.

5
6 8. On December 1, 2007, the due date of the Note, it was not repaid or
7 renewed, and Canton was in default.

8
9 9. In lieu of CNB using the Collateral to repay the Loan, CNB sold the Note to
10 the Trust for a purchase price of One Million Two Hundred One Thousand Seven Hundred
11 Eighty-One Dollars and Twenty-Seven Cents (\$1,201,781.27), which was the full amount
12 (principal and interest) then due on the Note.

13
14 10. After Plaintiff purchased the Note, as of January 31, 2008, Plaintiff and
15 Defendants entered into a written "Reimbursement Agreement." Pursuant to the terms of the
16 Reimbursement Agreement, Canton acknowledged and agreed that he was obligated to the Trust
17 in the amount of \$1,201,781.27 as a result of the Loan not being repaid, resulting in the Trust's
18 purchase of the Note. In addition,

19 (a) Canton agreed to pay the amount due in full by no later than July 31, 2008.

20 (b) Canton agreed to pay interest on the outstanding unpaid amount at the
21 annual rate of eight percent (8%) and to pay a late payment charge equal to six percent (6%) of
22 any delinquent payment if not paid within three days after the due date.

23 (c) To the extent Canton and Canton Productions received, prior to final
24 repayment of the total amount due, any producer's fees or profit participations with respect to any
25 motion pictures or television programming of any kind or nature, he or it would promptly pay to
26 the Trust an amount equal to fifty percent (50%) of the amount of such producer's fees or profit
27 participations, to be applied to the accrued interest and then any remaining balance owed under the
28 Note and Reimbursement Agreement.

1 (d) In the event any suit is brought by any party to enforce the terms of the
2 Reimbursement Agreement, the prevailing party shall be entitled to the payment of reasonable
3 attorneys' fees and costs.
4

5 11. Plaintiff has performed all of the conditions and covenants required of him
6 under the Reimbursement Agreement.
7

8 12. Defendants have breached the Reimbursement Agreement. Canton has paid
9 only \$1,781.27 in principal and interest through September 2008. There remains due \$1,200,000
10 in principal and \$48,000 in interest as of April 1, 2009, plus delinquent payment charges. Canton
11 has failed, and continues to fail, to pay the amount due under the Reimbursement Agreement and
12 accrued interest and late payment charges. Plaintiff has provided notice to Defendants of such
13 breach and default, and Defendants have failed to cure their breaches and defaults. Therefore, the
14 full unpaid balance and all accrued interest is immediately due and payable.
15

16 13. Plaintiff is further entitled to an order that, to the extent the amount due and
17 all accrued interest and delinquent payments remain unpaid, Plaintiff is entitled to receive, in
18 addition to any of its other rights and remedies, an amount equal to fifty percent (50%) of any
19 producer's fees or profit participations with respect to any motion pictures or television
20 programming of any kind or nature that is or may become payable to Defendants.
21

22 14. As a direct and proximate result of Defendants' breaches, Plaintiff has been
23 damaged in the sum of \$1,248,000, together with all interest thereon from April 1, 2009, at the
24 rate of eight percent (8%) per annum, plus all delinquent payment charges, and Plaintiffs'
25 reasonable attorneys' fees and costs.
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SECOND CAUSE OF ACTION

(Against Defendant Canton)

15. Plaintiff refers to and incorporates by reference each and every allegation contained in paragraphs 1 through 9, inclusive, hereinabove set forth.

16. The Note provides that its terms are binding upon Canton and shall inure to the benefit of any successors or assigns of CNB. Plaintiff is a successor to CNB and an assignee of the Note. Plaintiff is, and at all times herein relevant was, the holder of the Note.

17. Canton currently is in default under the Note, and there presently is due and owing to Plaintiff the amount of \$1,248,000, plus interest from April 1, 2009, and applicable late charges as provided for in the Note. Plaintiff has provided notice to Canton of his default, but such default has not been cured.

18. Pursuant to the terms of the Note, Canton is in addition obligated to pay plaintiff all attorneys' fees and legal expenses incurred in attempting to collect on the Note.

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

Under the First Cause of Action:

1. For an order requiring Defendant Canton to pay the principal amount of \$1,248,000, plus interest thereon from April 1, 2009, at the rate of eight percent (8%) per annum, plus all delinquent charges, through the date of entry of judgment.

2. For an order that Plaintiff is entitled to, and requiring Defendants to pay to Plaintiff, an amount equal to Fifty Percent (50%) of all producer's fees or profit participations payable to Defendants, with respect to any motion pictures or television programming of any kind

1 or nature presently due or to become due in the future.

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Under the Second Cause of Action:

1. For an order requiring Defendant Canton to pay the current amount of the Note, plus all accrued interest and other charges as set forth therein.

On All Causes of Action:

- 1. For Plaintiff's attorneys' fees incurred herein.
- 2. For costs of suit.
- 3. For such other, further, or different relief as the Court deems just or proper.

MITCHELL SILBERBERG & KNUPP LLP
RUSSELL J. FRACKMAN
JILL P. RUBIN

By: Russell J. Frackman
Russell J. Frackman
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: April 24, 2009

MITCHELL SILBERBERG & KNUPP LLP
RUSSELL J. FRACKMAN
JILL P. RUBIN

By: Russell J. Frackman
Russell J. Frackman

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

Russell J. Frackman SBN 49087
Mitchell Silberberg & Knupp LLP
11377 W. Olympic Boulevard
Los Angeles, CA 90064

ORIGINAL

FOR COURT USE ONLY

TELEPHONE NO.: (310) 312-2000

FAX NO.: (310) 312-3100

ATTORNEY FOR (Name): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 No. Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central

FILED
Los Angeles Superior Court

APR 24 2009

John J. Frackman, Executive Officer/Clerk
By: DOROTHY SWAIN, Deputy

CASE NAME: JOHN J. NICHOLSON, etc v. MARK CANTON, 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)

JUDGE:

DEPT:

BC412445

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): 2

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: April 24, 2009

RUSSELL J. FRACKMAN
(TYPE OR PRINT NAME)

Russell J. Frackman
(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: Nicholson v. Canton	CASE NUMBER BC412445
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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 1 HOURS/ DAYS.
Item II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked.
For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

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

- | | |
|---|--|
| <ol style="list-style-type: none"> 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. | <ol style="list-style-type: none"> 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 <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.

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

SHORT TITLE: Nicholson v. Canton	CASE NUMBER
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Employment

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 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.

Contract

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 checked="" 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.

Real Property

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.

Judicial Review Unlawful Detainer

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: Nicholson v. Canton	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	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
Other Judicial Review (39)	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
	<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	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	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	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	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	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

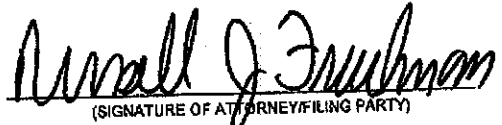
SHORT TITLE: Nicholson v. Canton	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS: c/o Ralph Brescia, Esq. Bloom Hergott Diemer Rosenthal, et al 150 So. Rodeo Drive, 3rd Floor
<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.			
CITY: Los Angeles	STATE: CA	ZIP CODE: 90212	

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 _____ 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: April 24, 2009


(SIGNATURE OF ATTORNEY/FILING PARTY)
Russell J. Frackman

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.