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AUG 27

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 01 2010

John A. Clarke/Executive Officer/Clerk  
By [Signature] Deputy  
AMBER LAFLEUR-CLAYTON

1 Kenneth D. Freundlich (SBN119806)  
FREUNDLICH LAW  
2 16133 Ventura Boulevard, Suite 1270  
Encino, CA 91436  
3 P: 818.377.3790  
F: 310.275.5351  
4 E-Mail: ken@freundlichlaw.com

5 Max J. Sprecher (SBN: 169285)  
LAW OFFICES OF MAX J. SPRECHER  
6 5850 Canoga Avenue, 4th Floor  
Woodland Hills, CA 91367  
7 P: 818.996.2255  
F: 818.996.4204  
8 E-Mail: max@sprecherlaw.com

D38 Maureen Duffy Lewis

9 Attorneys for Plaintiffs  
Harold Brown, Lee Oskar Levitin, Howard Scott,  
10 Morris Dickerson and Laurian Miller on her own behalf and as assigned of the Heirs of Charles  
Miller

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

14 HAROLD BROWN, an individual; LEE OSKAR )  
LEVITIN, an individual; HOWARD SCOTT, an )  
15 individual; MORRIS DICKERSON, an )  
individual, and LAURIAN MILLER, on behalf )  
16 of herself and as assignee of the claims of the )  
Heirs of Charles Miller, )  
17 Plaintiffs, )  
18 vs. )  
19 PEPSCO, Inc., a North Carolina Corporation, )  
20 TBWA\ CHIAT \DAY LA, a division of TBWA )  
Worldwide, Inc, a Delaware corporation, and )  
21 DOES 1 through 25, inclusive )  
22 Defendants. )

Case No. **BC444778**  
**COMPLAINT FOR:**  
1. **BREACH OF CONTRACT (Collective bargaining agreement);**  
2. **VIOLATION OF RIGHT OF PUBLICITY;**  
3. **LANHAM ACT VIOLATION (FALSE DESIGNATION OF ORIGIN)**

**JURY TRIAL DEMANDED**

23  
24 COMES NOW Plaintiffs HAROLD BROWN, an individual; LEE OSKAR LEVITIN,  
25 individual; HOWARD SCOTT, an individual; MORRIS DICKERSON, an individual, and  
26 LAURIAN MILLER, on her own behalf and as assignee of the claims of the Heirs of Charles  
27 Miller, alleging and stating under oath as follows:  
28

CIT/CASE: BC444778 LEA/DEF#:  
RECEIPT #: GRHS03057034  
DATE PAID: 09/01/10 01:05:31 PM  
PAYMENT: \$350.00  
RECEIVED: 0310  
CHECK: \$5.00  
CASH:  
CHANGE:  
CARD:

1 **The Parties**

2 1. Plaintiff Harold Brown is an individual, currently residing in Los Angeles County,  
3 California.

4 2. Plaintiff Morris Dickerson is an individual and a resident of Los Angeles County,  
5 California.

6 3. Plaintiff Lee Oskar Levitin is an individual and a resident of Redmond, Washington.

7 4. Plaintiff Howard Scott is an individual and a resident of Arlington, Texas.

8 5. Plaintiff Laurian Miller ("L. Miller") is an individual and a resident of Los Angeles  
9 County, California. Miller is a surviving daughter of Charles Miller ("Miller") whose other  
10 survivors include his wife, Eddy Miller ("E. Miler"), two sons, Donald Miller ("D. Miller") and  
11 Mark Miller ("M. Miller"), and a second daughter Annette Miller ("A. Miller"). Miller died in June  
12 1980, intestate, and his interests in the subject matter of this lawsuit were collectively inherited by  
13 E. Miller, D. Miller, M. Miller, L. Miller and A. Miller. Thereafter all of the surviving Millers  
14 assigned all of their inherited rights in, *inter alia*, the subject matter of this lawsuit, to L. Miller and  
15 appointed L. Miller to represent their interests in the subject matter of this lawsuit. It is on her own  
16 behalf and as assignee and representative of Miller's surviving family, that L. Miller is a Plaintiff.

17 6. Plaintiffs Brown, Dickerson, Levitin, Scott, and Miller are the founding, original  
18 members of the recording group known as "War", and the authors and original performers of many  
19 famous songs and recordings including the legendary musical hits *Why Can't We Be Friends?*, *The*  
20 *World Is a Ghetto*, *Cisco Kid*, and *Low Rider*.

21 7. Defendant PepsiCo, Inc. is a corporation organized under the laws of the State of  
22 North Carolina with its principal place of business located at 700 Anderson Hill Road, Purchase,  
23 New York. ("Pepsi").

24 8. Defendant TBWA\CHIAT\DAY LA is a division of TBWA Worldwide, Inc., a  
25 Delaware corporation with a principal office located at 5353 Grosvenor Blvd. Los Angeles, CA  
26 90066-6931. ("TBWA").

27 9. Plaintiffs are informed and believe and thereon allege that fictitiously named  
28 Defendants DOES 1 through 25 are in some manner legally responsible and liable for Plaintiffs'

1 claims, damages and prayers for relief as alleged herein. Plaintiffs presently lack sufficient  
2 information and belief to sue said defendants by their correct names, and therefore will amend this  
3 complaint to allege their accurate identities, capacities and liabilities at such time as the same  
4 becomes known.

5 10. Plaintiffs are informed and believe and thereon allege that each of the Defendants  
6 herein was the agent of the other Defendants, and the wrongful conduct alleged herein was done  
7 within the scope of said agency.

8 **Common Allegations**

9 11. In or about 1975, Plaintiffs, along with two other "War" band members, wrote the  
10 musical composition "*Why Can't We Be Friends?*" (herein, the "Song").

11 12. In or about 1975, as members of the band known as "War", Plaintiffs, recorded the  
12 Song and the sound recording (herein, the "Recording") was released worldwide. The voices and  
13 performances of Plaintiffs are prominently and recognizably featured in the Recording, which was  
14 made subject to the jurisdiction of the American Federation of Television and Radio Artists  
15 ("AFTRA").

16 13. The Recording was a single from an album of the same name which was certified  
17 "Gold" by the RIAA. The Recording was nominated for a "Grammy" award in 1976. The  
18 Recording was played during the first U.S.-Soviet space mission as a symbol of friendship, and has  
19 also been licensed numerous times in television and motion pictures. Plaintiffs are informed and  
20 believe and thereon allege that the Recording has been played on radio and in clubs and other live  
21 settings more than 500,000 times. As a result of this exposure, "*Why Can't We Be Friends?*" has  
22 become the "signature song" for Plaintiffs individually and as the original band "War", closely  
23 associated with the members of the group. Because of its distinctive, lyric and musical content and  
24 massive public exposure, the Recording has attained a powerful secondary meaning to millions of  
25 music fans, who closely associate it with the individual members of the group who originally  
26 recorded it. The Recording was also readily accessible to the Defendants herein.

27 14. In or about July 2010, Defendants commenced "saturation" television broadcasting  
28 of commercials for one of Pepsi's top fourteen mega-brands - Pepsi Max - featuring Plaintiffs'

1 Recording of "*Why Can't We Be Friends*" as the musical soundtrack (herein the "Commercials").  
2 In addition, the theme of the Song is an integral and interwoven part of the theme and structure of  
3 the Commercials. The Commercials were part of a national, multi-media campaign, including  
4 heavy internet presence, which featured the Recording and were made under the jurisdiction of the  
5 Screen Actors Guild ("SAG").

6 15. Plaintiffs did not consent to the use of their performances embodied in the  
7 Recording in the Commercials.

8 16. Plaintiffs' voices are prominent and recognizable in the Recording and the  
9 Commercials. Plaintiffs are informed and believe and based thereon allege that Plaintiffs' voices in  
10 the Commercials were recognized by fans and many of them were deceived into falsely believing  
11 that Plaintiffs endorsed "Pepsi Max" and/or that that Plaintiffs' consented to the use of their voices  
12 in one of their "signature" Songs to advertise Pepsi's products.

13 17. The use of the Recording in the Commercials was a deliberate violation of the  
14 collective bargaining agreements with SAG and AFTRA. The Recording was produced subject to  
15 the jurisdiction of SAG and/or AFTRA and so were the Commercials. The collective bargaining  
16 agreements with AFTRA and SAG prohibit the use of the Recording in commercial advertising  
17 without the express, separately negotiated consent of the recording artists. The relevant language  
18 from the SAG and AFTRA agreements states: "[N]o part of ... any phonograph record, tape or  
19 other audio recording ... made under the jurisdiction of AFTRA ... shall be used in commercials  
20 without separately bargaining with the [singers] and reaching an agreement regarding such use  
21 prior to utilization of such ...soundtrack...." See Section 28 of the SAG Commercials Contract, as  
22 extended by the 2006 Extension, as further extended by the SAG 2009 Commercials Memorandum  
23 of Agreement. These separately negotiated consents are independent from any license(s)  
24 Defendants may have obtained from the owners/licensors of the publishing rights to the Song  
25 and/or the physical recorded masters.

26 18. Plaintiffs first learned about the Commercials when they were broadcast on  
27 television. None of the Defendants contacted Plaintiffs seeking permission, none of the Defendants  
28 negotiated for Plaintiffs' consent and none of the Defendants obtained Plaintiffs' consent.

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**First Cause of Action**

**(Violation of Collective Bargaining Agreements –against Defendants and Does 1 through 25)**

19. Plaintiffs hereby incorporate by reference each of the preceding and subsequent allegations of this Complaint as though fully set forth herein.

20. The Recording was made in a union recording session under the jurisdiction of AFTRA.

21. Plaintiffs are informed and believe and thereon allege that the Commercials were made subject to the jurisdiction of SAG and AFTRA, including the terms of the respective collective bargaining agreements.

22. Plaintiffs are informed and believe and thereon allege that defendant TBWA acted as agent for Pepsi and as “signatory” to SAG and AFTRA for production of the Commercials.

23. Under the SAG and AFTRA collective bargaining agreements, the Recording may not be used in a television commercial unless the consent of the recording artists is separately negotiated and their express consent is obtained and recording artists are entitled to bring a civil suit for monetary damages if their recordings are used in commercials without their consent.

24. Defendants breached the SAG and AFTRA agreements by failing to contact Defendants before the Commercials were produced, failing to negotiate for Plaintiffs’ consent to the use of the Recording in the Commercials, and failing to actually obtain Plaintiffs’ consent to the use of the Recording in the Commercials.

25. As a result of Defendants’ breach of the SAG and AFTRA agreements, Plaintiffs have been damaged in an amount not yet fully ascertained but believed to be in excess of \$10,000,000.

**Second Cause of Action**

**(Violation of Right of Publicity – against All Defendants and DOES 1-25 )**

26. Plaintiffs hereby incorporate by reference each of the preceding and subsequent allegations of this Complaint as though fully set forth herein.

1 27. Defendants knowingly used Plaintiffs' voices without Plaintiffs' consent and in  
2 violation of Plaintiffs' right of publicity. The alleged use of the Recording is directly tied to the  
3 commercial purpose of the Commercials. Plaintiffs are entitled to damages for such infringement  
4 in an amount not yet presently known but susceptible to proof at trial and believed to be in excess  
5 of \$10,000,000.

6 28. Defendants' conduct was deliberate, willful and in conscious disregard of Plaintiffs'  
7 rights. Accordingly, punitive damages are requested from Defendants, and each of them, in an  
8 amount according to proof.

9 **Third Cause Of Action**

10 **(Violation of Lanham Act (false endorsement)– against All Defendants and DOES 1-25)**

11 29. Plaintiffs hereby incorporate by reference each of the preceding and subsequent  
12 allegations of this Complaint as though fully set forth herein.

13 30. The Commercials caused consumer confusion as to whether Plaintiffs endorsed  
14 Pepsi and consented to the use of the Recording in the Commercials.

15 31. Plaintiffs did not endorse Pepsi, and did not consent to the use of the Recording in  
16 the Commercials

17 32. Defendants' conduct constitutes a false endorsement, false designation of origin and  
18 misrepresentation in violation of the Lanham Act, 15 U.S.C. § 1125 (a).

19 33. By reason of Defendants' violations of the Lanham Act, Plaintiffs have been  
20 damaged in an amount to be determined at trial but believed to be in excess of \$10,000,000.

21 **PRAYER**

22 WHEREFORE, Plaintiffs pray for relief as follows:

23 34. For compensatory damages in an amount not yet fully ascertained, but susceptible to  
24 proof at time of trial, and in any event not less than \$10,000,000;

25 35. For restitutionary damages and confiscation of unlawful profits in an amount  
26 according to proof;

27 36. For punitive damages in an amount according to proof;

28

1 37. For preliminary and permanent injunctive relief, prohibiting further copying,  
2 publication, display, performance or broadcast of the Recording in the Commercials without  
3 Plaintiffs' consent;

4 38. For attorneys' fees and costs of suit incurred herein, to the extent permitted by law;  
5 and

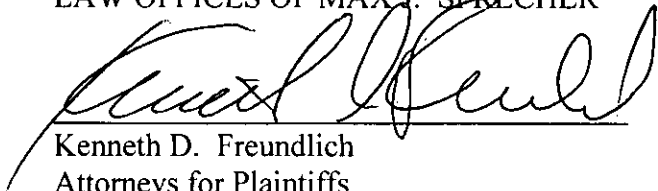
6 39. For such other and further remedies, damages and relief as this Honorable Court  
7 determines to be appropriate and just.

8 DATED: September 1, 2010

FREUNDLICH LAW

&

LAW OFFICES OF MAX J. SPRECHER

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12 Kenneth D. Freundlich  
13 Attorneys for Plaintiffs  
14 Harold Brown, Lee Oskar Levitin, Howard Scott,  
15 Morris Dickerson and Laurian Miller on her own  
16 behalf and as assignee of the claims of the Heirs of  
17 Charles Miller  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):  
Kenneth D. Freundlich (SBN: 119806)  
Freundlich Law  
16133 Ventura Blvd. Suite 1270  
Encino, CA 91436  
TELEPHONE NO.: (818) 377-3790 FAX NO.: (310) 275-5350  
ATTORNEY FOR (Name): Plaintiffs

FOR COURT USE ONLY  
**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES  
SEP 01 2010  
John A. Clarke / Executive Officer/Clerk  
By Amber Lafleur-Clayton Deputy  
AMBER LAFLEUR-CLAYTON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
STREET ADDRESS: 111 North Hill Street  
MAILING ADDRESS: same  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Central District

CASE NAME:  
Harold Brown, et al. v. PepsiCo, Inc., 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:  
**BC444778**  
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:
- |  |  |  |
|--|--|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)   | <b>Contract</b><br><input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)  | <b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)  | <b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)  |
| <b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) | <b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)   | <b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)  |
| <b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15)  | <b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39)   | <b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><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. <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): Breach of Collective Bargaining Agmt; Right of publicity and Lanham Act
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 1, 2010  
Kenneth D. Freundlich  
(TYPE OR PRINT NAME)

Kenneth D. Freundlich  
(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:

Harold Brown, et. al. v. Pepsico, Inc. et. al.

CASE NUMBER

BC444778

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? [X] YES CLASS ACTION? [ ] YES LIMITED CASE? [ ] YES TIME ESTIMATED FOR TRIAL 3-5 [ ] HOURS/[X] 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.

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto Tort, Asbestos, Product Liability, Medical Malpractice, Other Personal Injury, Business Tort, Civil Rights, Defamation, and Fraud.

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

SHORT TITLE: Harold Brown, et. al. v. Pepsico, Inc. et. al.	CASE NUMBER
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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.
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 checked="" 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:

Harold Brown, et. al. v. Pepsico, Inc. et. al.

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

SHORT TITLE:  
Harold Brown, et. al. v. Pepsico, Inc. 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 <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: Plaintiffs and Defendants do business in Los Angeles County
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

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 LA 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, subs. (b), (c) and (d)).

Dated: September 1, 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.