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FILED
Superior Court of California
County of Los Angeles

MAR 14 2014

Sherri R. Carter, Executive Officer/Clerk
By Myrna Beltran Deputy

Attorneys for Plaintiff ELI RUBIN

D-MB RAFAEL ONGKEKO

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

ELI RUBIN, an individual,
Plaintiff,

vs.

GABE REED, an individual, GABE
REED PRODUCTIONS, LLC, a
purported California limited liability
company, DIANA REED, aka DIANA
SMOLVCHOWSKA-MIERINIK, aka
DIANA MILENA SOPHIA
GABRIELLA, and DOES 1 through
100, inclusive,

Defendants.

CASE NO. **BC539383**

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. ACCOUNT STATED
3. MONEY HAD AND RECEIVED
4. FRAUD
5. NEGLIGENT MISREPRESENTATION

1. Plaintiff Eli Rubin is an individual and at all times mentioned herein, Mr. Rubin was, and is, a resident of the State of California. Mr. Rubin is a member of Superfix, an alternative rock band. Mr. Rubin also serves as a business manager for Superfix.

2. Defendant Gabe Reed is an individual. At all times relevant hereto, Mr. Reed has resided in the County of Los Angeles, State of California. Mr. Reed is the owner of Defendant Gabe Reed Productions, LLC ("GRP"). Mr. Reed claims to promote and produce rock concert tours.

3. Mr. Rubin is informed and believes, and upon such information and belief alleges, that GRP claims to be a California limited liability company. However, the California Secretary of State has no record that GRP is, or was, a

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1 California limited liability company. GRP claims to be a concert promotion
2 company, which at all times relevant hereto, claimed to be producing rock tours and
3 promoting rock concerts. At all times relevant hereto, GRP was transacting business
4 in the County of Los Angeles, State of California.

5 4. Defendant Diana Reed, aka Diana Smolvchowska-Mierinik, aka Diana
6 Milena Sophia Gabriella, is an individual. At all times relevant hereto, Diana Reed
7 has resided in the County of Los Angeles, State of California. Diana Reed is the
8 wife of defendant Gabe Reed and purports to be an officer of GRP.

9 5. Mr. Rubin is unaware of the true names and capacities of those
10 defendants sued herein as Does 1 through 100, inclusive, and therefore, Mr. Rubin
11 sues those defendants by such fictitious names. Mr. Rubin will amend this
12 Complaint to allege the true names of such defendants when ascertained.

13 6. Mr. Rubin is informed and believes, and upon such information and
14 belief alleges, that each of the defendants, including the Doe defendants, is
15 responsible in some manner for the occurrences alleged in this Complaint and that
16 Rubin's damages were proximately caused by such defendants, including the Doe
17 defendants, and each of them.

18 7. Mr. Rubin is informed and believes, and upon such information and
19 belief alleges, that at all times relevant hereto, each of the defendants, including the
20 Doe defendants, was the agent of each of the other defendants, and in doing the acts
21 alleged in this Complaint, each such defendant was acting within the course and
22 scope of such agency.

23 8. Mr. Rubin is informed and believes, and upon such information and
24 belief alleges, that:

25 (a) Mr. Reed, Mrs. Reed, and Does 1 through 10, and each of them,
26 formed and used GRP as an instrumentality and conduit through which they, for
27 convenience, conducted their own business;

28 (b) Mr. Reed, Mrs. Reed, and Does 1 through 10, and each of them,

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1 dominated and controlled GRP from its inception to the extent that such purported
2 company has no business of its own;

3 (c) At the time that GRP entered into its initial agreement with Mr.
4 Rubin, GRP was grossly undercapitalized and the business conducted through the
5 guise and conduit of GRP was insolvent and has remained in such condition at all
6 times since the time GRP entered into an agreement with Mr. Rubin; and

7 (d) There is no evidence that GRP is an actual entity or was ever
8 formed in any state. There is such a unity of interest and ownership between GRP,
9 on the one hand, and Mr. Reed, Mrs. Reed, and Does 1 through 10, and each of
10 them, on the other hand, that a separate personality of GRP does not exist, and has
11 not existed, since the inception of GRP and that said purported company has been, at
12 all times since its inception, the alter ego of Mr. Reed, Mrs. Reed, and Does 1
13 through 10, and each of them, merely the conduit through which they performed the
14 acts hereinafter alleged.

15 It is, and would be, inequitable and unjust to recognize any company identity
16 of GRP separate and apart from Mr. Reed, Mrs. Reed, and Does 1 through 10, and
17 each of them.

18 9. Venue is proper in the County of Los Angeles, State of California since
19 the contracts, which are the subjects of this action, were made and executed in Los
20 Angeles, California. Furthermore, the Promissory Note in which Mr. Reed and GRP
21 jointly agreed to pay the sum of \$45,000 to Mr. Rubin provides that any dispute
22 arising out of, or relating to, the Note shall be resolved in a state or federal court
23 located within the County of Los Angeles, which shall have exclusive jurisdiction
24 over any such dispute. A true and correct copy of the Promissory Note is attached
25 herein as Exhibit "A."

26 10. Superfix is an entertaining and high energy alternative rock-band.
27 Superfix is unique for its alternative-melodic music. Mr. Rubin believes that with
28 significant exposure, Superfix will be extremely successful in the music industry.

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1 11. On May 12, 2013, Mr. Reed offered Mr. Rubin the opportunity to have
2 Superfix appear as the opening act for Aerosmith at an October 27, 2013, concert in
3 Mexico City. However, Mr. Reed told Mr. Rubin that in order for Superfix to
4 appear, Mr. Rubin would need to pay the sum of fifteen thousand dollars (\$15,000)
5 to GRP. Mr. Rubin agreed.

6 12. On May 12, 2013, Mr. Rubin, on behalf of Superfix, and GRP entered
7 into a written Contract ("Agreement"), which provided that Superfix would be the
8 opening act for Aerosmith at a concert in Mexico City on October 27, 2013. On
9 June 24, 2013, Mr. Rubin paid fifteen thousand dollars (\$15,000) to GRP in order
10 for Superfix to be the opening act for Aerosmith at the Mexico City concert. At the
11 request of Mr. Reed, the \$15,000 check was made payable to Diana Smolvchowska-
12 Mierinik. A true and correct copy of the written Contract is attached hereto as
13 Exhibit "B." The Agreement also provided that:

14 (a) Superfix would be included in concert promotion and billed as
15 the direct support act for Aerosmith at the concert;

16 (b) Superfix would have a minimum of thirty (30) minutes
17 performance time; and

18 (c) Superfix would be permitted to film a short video of its
19 performance at the concert.

20 13. Subsequently, in July 2013, Mr. Reed offered an opportunity for
21 Superfix to be the direct support opening act for a ten (10) concert "Metal All Stars
22 Tour" in South America. In order to obtain the opportunity, Mr. Rubin was to pay
23 the aggregate sum of eighty thousand dollars (\$80,000) to GRP. Mr. Rubin paid
24 fifty thousand dollars (\$50,000) to GRP for a deposit on the direct support position
25 in the concert.

26 14. On July 16, 2013, GRP and Mr. Rubin, on behalf of Superfix, entered
27 into a written Agreement, which provided that Superfix would be the direct support
28 act in the Metal All Stars South American Tour. The Metal All Stars Tour was

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1 scheduled to take place from November 13, 2013, through November 29, 2013.

2 After some negotiation, Mr. Rubin agreed to pay a fifty thousand dollar (\$50,000)
3 deposit and Mr. Rubin agreed to pay the remaining thirty thousand dollars (\$30,000)
4 thirty (30) days before the start of the Tour to confirm the direct support slot for
5 Superfix. A true and correct copy of the Agreement is attached hereto as Exhibit
6 "C."

7 15. The Agreement provided that:

8 (a) Superfix would be allowed a maximum of forty-five (45)
9 minutes performance time at each concert on the tour;

10 (b) Superfix would be included in concert promotion and billed as
11 direct support; and

12 (c) Superfix would be permitted to film a short video of its
13 performance at the concert unless prohibited by the venue.

14 16. Later during the summer of 2013, Mr. Reed advised Mr. Rubin that
15 GRP had sold the Aerosmith concert to another promoter and that the new promoter
16 did not wish to have Superfix appear in the concert. Nonetheless, the \$15,000
17 advance was not repaid to Mr. Rubin or Superfix as required under the terms of the
18 May 12, 2013, Agreement.

19 17. Subsequently, the Metal All Stars Tour in South America was
20 cancelled. At that time, Mr. Reed offered Superfix an opportunity to purchase the
21 direct support slot for the Metal All Stars European Tour for eighty thousand dollars
22 (\$80,000).

23 18. On November 22, 2013, Mr. Reed and Mr. Rubin, on behalf of
24 Superfix, entered into a written Contract ("Agreement"), which provided that
25 Superfix would be the direct support act in the Metal All Stars European Tour. The
26 Metal All Stars Tour consisted of eleven (11) concerts and was scheduled to take
27 place from March 23, 2014, through April 9, 2014. A true and correct copy of the
28 written Agreement is attached hereto as Exhibit "D."

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1 19. In order to perform as the "direct support" opening act for the Metal All
2 Stars European Tour, Mr. Reed agreed to apply the fifty thousand dollars (\$50,000)
3 previously paid for the Metal All Stars Tour of South America and the fifteen
4 thousand dollars (\$15,000), previously paid for the Mexico City Aerosmith concert
5 for a total payment of sixty-five thousand dollars, (\$65,000). Additionally, Mr.
6 Reed agreed to waive the remaining fifteen thousand dollars in exchange for a loan
7 of forty-five thousand (\$45,000) by Mr. Rubin to GRP in order to make a deposit for
8 the lead artist on the Metal All Stars European Tour.

9 20. In order to memorialize the loan, Mr. Reed executed a Promissory Note
10 ("Note"), in the amount of forty-five thousand dollars, (\$45,000), on behalf of GRP
11 and Mr. Reed, individually, in favor of Mr. Rubin. The Note, dated November 22,
12 2013, provided for payment in full on December 2, 2013, at five (5) p.m. Pacific
13 Standard Time. Furthermore, the Note provided that interest shall accrue at twelve
14 percent (12%) on the unpaid principal amount commencing December 3, 2013. A
15 true and correct copy of this Note is attached hereto as Exhibit "A."

16 21. Mr. Rubin provided the money to Mr. Reed on, or about, November 22,
17 2013. Mr. Reed has not repaid any of the amount due on the loan to date.

18 22. Mrs. Reed accompanied Mr. Reed to many of the meetings between
19 Mr. Reed and Mr. Rubin and encouraged Mr. Rubin to participate in the concerts
20 and to pay money to GRP for doing so. Mrs. Reed also tried to cause Mr. Rubin to
21 hire her to videotape Superfix's performance in the Aerosmith concert and to pay
22 her a five thousand dollar (\$5,000) deposit for same. Mr. Rubin is informed and
23 believes, and upon such information and belief alleges, that Mrs. Reed did so despite
24 her knowledge that the Aerosmith concert would not take place.

25 23. Mr. Rubin is informed and believes, and upon such information and
26 belief alleges, that Mr. Reed had also taken a deposit from Death Dealer, another
27 band for the direct support slot in the Metal All Stars European Tour and that the
28 tour is likely not going to take place.

FIRST CAUSE OF ACTION

(Breach of Contract Against All Defendants)

24. Mr. Rubin incorporates herein by reference thereto each and every allegation contained in paragraphs 1 through 23, inclusive, of this Complaint, as though set forth here in full.

25. The defendants entered into the four (4) following written Agreements (hereinafter collectively referred to as "Contract") with Mr. Rubin:

(a) The May 12, 2013, Agreement, between GRP and Mr. Rubin, on behalf of Superfix, relating to the Aerosmith Mexico City Concert. A copy is attached hereto as Exhibit "B;"

(b) The July 16, 2013, Agreement between GRP and Mr. Rubin, on behalf of Superfix, relating to the Metal All Stars South American Tour. A copy of the Agreement is attached hereto as Exhibit "C;"

(c) The November 22, 2013, Agreement between GRP and Mr. Rubin, on behalf of Superfix, relating to the Metal All Stars European Tour. A copy of the Agreement is attached hereto as Exhibit "D;" and

(d) The November 22, 2013, Promissory Note, executed by Mr. Reed on behalf of GRP and Mr. Reed, individually, in favor of Mr. Rubin. A copy of the Note is attached hereto as Exhibit "A."

26. The defendants breached the Contract as follows:

(a) The defendants breached the May 12, 2013, Agreement by failing to produce the Aerosmith concert in Mexico City and by failing to include Superfix in the advertising for such concert;

(b) The defendants breached the July 16, 2013, Agreement by failing to produce the Metal All Stars Tour in South America and failing to include Superfix in the advertising for such tour;

(c) The defendants breached the November 22, 2013, Agreement by failing to produce the Metal All Stars European Tour and by failing to include

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1 Superfix in the advertising for such tour. Mr. Rubin is further informed and
2 believes, and on such information and belief alleges, that defendants breached the
3 November 22, 2013, Agreement by selling the direct support opening act position to
4 Death Dealer, a second rock band; and

5 (d) The defendants breached the November 22, 2013, Promissory
6 Note by failing to repay Mr. Rubin, in full, on December 2, 2013, as required by the
7 Note.

8 27. Mr. Reed, Mrs. Reed, and GRP owe Mr. Rubin the sum of \$110,000,
9 consisting of the \$65,000 held by defendants in connection with the Metal All Stars
10 European Tour and the \$45,000 received in connection with the Note. Mr. Rubin
11 has demanded that Mr. Reed and GRP repay the sum of \$110,000 to Mr. Rubin and
12 Mr. Reed, Mrs. Reed, and GRP have failed and refused to do same.

13 28. Mr. Rubin has performed all of the covenants and conditions on his part
14 for the agreement to be performed except for those excused by the prior breaches of
15 the defendants.

16 29. Paragraph 12 of the Note provides that:

17 "Attorneys' Fees. In the event that an action is initiated to enforce or
18 interpret this Note, the losing party in any such litigation shall reimburse the
19 prevailing party for any and all its reasonable costs and expenses (including,
20 without limitation, all court costs, reasonable legal expenses, and reasonable
21 attorneys' fees) incurred by the prevailing party in connection with such
22 litigation."

23 30. Paragraph 2 of the Note provides that commencing on December 3,
24 2013, the unpaid principle balance shall bear interest at the rate of twelve percent
25 (12%).

26 31. As a result of the breach of the Contract set forth above, Mr. Rubin has
27 been damaged in a presently unascertained amount, which Mr. Rubin believes to be
28 in excess of \$1,000,000. When the exact amount of Mr. Rubin's damages is

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1 ascertained, Mr. Rubin will seek leave of this Court to amend this Complaint to
2 assert same herein or in the alternative, Mr. Rubin will seek judgment in accordance
3 with proof at the time of trial.

4 In addition to the loss of the \$110,000 paid to GRP, Mr. Rubin was damaged
5 as a result of (1) equipment and apparel purchased for the tours, (2) loss of
6 reputation due to Superfix not appearing in the various concerts as represented, (3)
7 monies due to musicians due to the time spent preparing for the tours, (4) not
8 accepting various bookings due to apparent conflicts with the tour and preparation
9 for the tours, (5) postponing the release of Superfix's initial album in order for the
10 release to coincide with the tour, and (6) time and legal fees devoted to the
11 preparation for the tour. Furthermore, Mr. Rubin was unable to participate in
12 various events in connection with his merchant service business due to the time
13 spent preparing for the tours and the time actually scheduled to be spent on the
14 tours.

15 Finally, Superfix's lack of exposure from the concert tours and the advertising
16 from such tours has caused Superfix to lose significant exposure and has caused
17 Superfix to lose various music opportunities as a result thereof.

18 SECOND CAUSE OF ACTION

19 (Account Stated Against All Defendants)

20 32. Mr. Rubin incorporates herein by reference thereto each and every
21 allegation contained in paragraphs 1 through 23, inclusive, 29, and 30 of this
22 Complaint as though set forth herein in full.

23 33. During approximately the past one (1) year, an account was stated by,
24 and between, Mr. Rubin and defendants in the amount of \$110,000, plus interest and
25 attorneys' fees, for the following:

26 (a) The May 12, 2013, Agreement, between GRP and Mr. Rubin, on
27 behalf of Superfix, relating to the Aerosmith Mexico City Concert. A copy is
28 attached hereto as Exhibit "B;"

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1 (b) The July 16, 2013, Agreement between GRP and Mr. Rubin, on
2 behalf of Superfix, relating to the Metal All Stars South American Tour. A copy of
3 the Agreement is attached hereto as Exhibit "C;"

4 (c) The November 22, 2013, Agreement between GRP and Mr.
5 Rubin, on behalf of Superfix, relating to the Metal All Starts European Tour. A
6 copy of the Agreement is attached hereto as Exhibit "D;" and

7 (d) The November 22, 2013, Promissory Note, executed by Mr.
8 Reed on behalf of GRP and Mr. Reed in favor of Mr. Rubin. A copy of the Note is
9 attached hereto as Exhibit "A."

10 34. No part of such sum has been paid, although demand therefor has been
11 made, and there is now due, owing, and unpaid, from the defendants to Mr. Rubin
12 such amount, together with the highest interest rate allowed by law and attorneys'
13 fees provided for in the Note.

14 THIRD CAUSE OF ACTION

15 (Money Had and Received Against All Defendants)

16 35. Mr. Rubin incorporates herein by reference thereto each and every
17 allegation contained in paragraphs 1 through 23, inclusive, 29, and 30 of this
18 Complaint as though set forth herein in full.

19 36. Defendants are indebted to Mr. Rubin in a sum of \$110,000 plus
20 attorneys' fees and interest.

21 37. Mr. Rubin repeatedly demanded payment of such amount from the
22 defendants. However, the defendants have failed and refused to make any payment
23 to Mr. Rubin.

24 38. Therefore, there currently remains due and owing to Mr. Rubin a sum
25 of \$110,000, plus attorneys' fees and the highest interest rate allowed by law.

26 FOURTH CAUSE OF ACTION

27 (Fraud Against All Defendants)

28 39. Mr. Rubin incorporates herein by reference thereto each and every

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1 allegation contained in paragraphs 1 through 23, inclusive, 29, and 30 of this
2 Complaint as though set forth herein in full.

3 40. In order to induce Mr. Rubin to pay the sum of \$110,000 to defendants,
4 defendants represented and agreed that:

5 (a) The defendants would produce an Aerosmith concert in Mexico
6 City, Superfix would be the direct support opening act for Aerosmith, and Superfix
7 would be included in all advertising for such concert;

8 (b) The defendants would produce the Metal All Stars Tour in South
9 America, consisting of ten (10) concerts, Superfix would be the direct support
10 opening act in each concert on the tour, and Superfix would be included in all
11 advertising for such tour;

12 (c) The defendants would produce the Metal All Stars European
13 Tour, consisting of eleven (11) concerts, Superfix would be the direct support
14 opening act in each concert on the tour, and Superfix would be included in all
15 advertising for such tour; and

16 (d) The defendants would repay the Note, in full, on or before
17 December 2, 2013.

18 The above representations were repeatedly made orally and in writing by Mr.
19 Reed, Mrs. Reed, and GRP to Mr. Rubin.

20 41. Mr. Rubin is informed and believes, and upon such information and
21 belief alleges, that notwithstanding the representations and agreements set forth in
22 paragraph 40 above, Mr. Reed, Mrs. Reed, and GRP knew or should have known at
23 the time that such representations and agreements were made that they were false
24 and that the facts were as follows:

25 (a) The defendants would not produce an Aerosmith concert in
26 Mexico City, Superfix would not be the direct support opening act for Aerosmith,
27 and Superfix would not be included in all advertising for such concert;

28 (b) The defendants would not produce the Metal All Stars Tour in

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1 South America, consisting of ten (10) concerts, Superfix would not be the direct
2 support opening act in each concert on the tour, and Superfix would not be included
3 in all advertising for such tour;

4 (c) The defendants would not produce the Metal All Stars European
5 Tour, consisting of eleven (11) concerts, Superfix would not be the direct support
6 opening act in each concert on the tour, and Superfix would not be included in all
7 advertising for such tour. In fact, defendants knew that the direct support opening
8 spot had been sold to Death Dealer, another band; and

9 (d) The defendants could not, and did not intend to, repay the Note,
10 in full, on or before December 2, 2013.

11 42. The representations and agreements set forth in paragraph 40 above
12 were made by defendants to induce Mr. Rubin to pay \$110,000 to Mr. Reed and
13 GRP. In reasonable reliance upon such representations and agreements, Mr. Rubin
14 paid the sum of \$110,000 to defendants.

15 43. Had Mr. Rubin known the falsity of the defendants' promises and
16 representation as set forth in paragraph 40 above, Mr. Rubin would not have paid
17 \$110,000 to the defendants.

18 44. As a proximate result of the fraudulent conduct of the defendants as set
19 forth in paragraph 40 above, Mr. Rubin has been damaged in a presently
20 unascertained amount, which Mr. Rubin believes to be in excess of \$1,000,000.
21 When the exact amount of Mr. Rubin's damages is ascertained, Mr. Rubin will seek
22 leave of this Court to amend this Complaint to assert same herein or in the
23 alternative, Mr. Rubin will seek judgment in accordance with proof at the time of
24 trial.

25 In addition to the loss of the \$110,000 paid to GRP, Mr. Rubin was damaged
26 as a result of (1) equipment and apparel purchased for the tours, (2) loss of
27 reputation due to Superfix not appearing in the various concerts as represented, (3)
28 monies due to musicians due to the time spent preparing for the tours, (4) not

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1 accepting various bookings due to apparent conflicts with the tour and preparation
2 for the tours, (5) postponing the release of Superfix's initial album in order for the
3 release to coincide with the tour, and (6) time and legal fees devoted to the
4 preparation of the tour. Furthermore, Mr. Rubin was unable to participate in various
5 events in connection with his merchant service business due to the time spent
6 preparing for the tours and the time actually scheduled to be spent on the tours.

7 Finally, Superfix's lack of exposure from the concert tours and the advertising
8 from such tours has caused Superfix to lose significant exposure and has caused
9 Superfix to lose various music opportunities as a result thereof.

10 45. In making the representations and agreements referred to in paragraph
11 40 above, defendants acted with conscious disregard for Mr. Rubin's rights and
12 were guilty of oppression, fraud, and malice, thereby entitling Mr. Rubin to receive
13 punitive and exemplary damages.

14 FIFTH CAUSE OF ACTION

15 (Negligent Misrepresentation Against All Defendants)

16 47. Mr. Rubin incorporates herein by reference thereto each and every
17 allegation contained in paragraphs 1 through 23, inclusive, 29, and 30 of this
18 Complaint as though set forth herein in full.

19 48. In order to induce Mr. Rubin to pay the sum of \$110,000 to defendants,
20 defendants represented and agreed that:

21 (a) The defendants would produce an Aerosmith concert in Mexico
22 City, Superfix would be the direct support opening act for Aerosmith, and Superfix
23 would be included in all advertising for such concert;

24 (b) The defendants would produce the Metal All Stars Tour in South
25 America, consisting of ten (10) concerts, Superfix would be the direct support
26 opening act in each concert on the tour, and Superfix would be included in all
27 advertising for such tour;

28 (c) The defendants would produce the Metal All Stars European

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1 Tour, consisting of eleven (11) concerts, Superfix would be the direct support
2 opening act in each concert on the tour, and Superfix would be included in all
3 advertising for such tour; and

4 (d) The defendants could, and did intend to, repay the Note, in full,
5 on or before December 2, 2013.

6 The above representations were repeatedly made orally and in writing by Mr.
7 Reed, Mrs. Reed, and GRP to Mr. Rubin.

8 49. Notwithstanding the representations and agreements set forth in
9 paragraph 48, above, defendants did not know or should have known whether such
10 representations and agreements were true at the time they were made or,
11 alternatively, such representations and agreements were made with reckless
12 disregard to their truth. Mr. Rubin is informed and believes, and upon such
13 information and belief alleges, that the true facts are such as follows:

14 (a) The defendants would not produce an Aerosmith concert in
15 Mexico City, Superfix would not be the direct support opening act for Aerosmith,
16 and Superfix would not be included in all advertising for such concert;

17 (b) The defendants would not produce the Metal All Stars Tour in
18 South America, consisting of ten (10) concerts, Superfix would not be the direct
19 support opening act in each concert on the tour, and Superfix would not be included
20 in all advertising for such tour;

21 (c) The defendants would not produce the Metal All Stars European
22 Tour, consisting of eleven (11) concerts, Superfix would not be the direct support
23 opening act in each concert on the tour, and Superfix would not be included in all
24 advertising for such tour; and

25 (d) The defendants could not, and did not intend to, repay the Note,
26 in full, on or before December 2, 2013.

27 50. In reasonable reliance upon the representation and agreements
28 contained in paragraph 48 above, Mr. Rubin paid \$110,000 to Mr. Reed and GRP.

1 51. Defendants made the representations and agreements set forth in
2 paragraph 48, above, without reasonable grounds for believing them to be true.

3 52. Furthermore, Superfix's lack of exposure from the concert tours and the
4 advertising has caused Superfix to lose significant exposure and has caused Superfix
5 to lose various music opportunities as a result thereof.

6 53. As a result of the defendants' negligent misrepresentations as set forth
7 in paragraph 48 above, Mr. Rubin has been damaged in a presently unascertained
8 amount, which Mr. Rubin believes to be in excess of \$1,000,000. When the exact
9 amount of Mr. Rubin's damages is ascertained, Mr. Rubin will seek leave of this
10 Court to amend this Complaint to assert same herein or in the alternative, Mr. Rubin
11 will seek judgment in accordance with proof at the time of trial.

12 In addition to the loss of the \$110,000 paid to GRP, Mr. Rubin was damaged
13 as a result of (1) equipment and apparel purchased for the tours, (2) loss of
14 reputation due to Superfix not appearing in the various concerts as represented, (3)
15 monies due to musicians due to the time spent preparing for the tours, (4) not
16 accepting various bookings due to apparent conflicts with the tour and preparation
17 for the tours, (5) postponing the release of Superfix's initial album in order for the
18 release to coincide with the tour, and (6) time and legal fees devoted to the
19 preparation of the tour. Furthermore, Mr. Rubin was unable to participate in various
20 events in connection with his merchant service business due to the time spent
21 preparing for the tours and the time actually scheduled to be spent on the tours.

22 Finally, Superfix's lack of exposure from the concert tours and the advertising
23 from such tours has caused Superfix to lose significant exposure and has caused
24 Superfix to lose various music opportunities as a result thereof.

25 WHEREFORE, plaintiff Mr. Rubin hereby requests that judgment be entered
26 in his favor, and against defendants, and each of them, as follows:

27 1. For compensatory damages in an amount in excess of \$1,000,000,
28 according to proof;

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2. For punitive damages in accordance with proof;
3. For Mr. Rubin's costs of suit incurred in this action;
4. For pre-judgment interest;
5. For attorney's fees; and
6. For such other and further relief as the Court may deem just and proper



LAWRENCE I. WASHOR
Attorneys for Plaintiff ELI RUBIN

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Exhibit "A"

PROMISSORY NOTE

\$45,000.00

Nov 22, 2013

FOR VALUE RECEIVED, Gabe Reed and Gabe Reed Productions, LLC, a California limited liability company (hereinafter collectively referred to as "Payor"), whose principal place of business is 8560 West Sunset Boulevard, 5th Floor, West Hollywood, California 90069 promises to pay to the order of BRMS LLC c/o Eli Rubin ("Payee"), at such address as Payee shall provide in writing to Payor, in lawful money of the United States of America and in immediately available funds, the sum of forty-five thousand dollars (\$45,000) ("Principal Amount") and all accrued interest, on the terms set forth herein.

1. Payment. The unpaid Principal Amount, and all unpaid and accrued interest thereon, shall be due and payable on the earlier of 5:00 p.m., Pacific Standard Time, on December 2, 2013, at such address as Payee may provide in writing to Payor. The initial address for payment shall be 4680 E Los Angeles Ave unit B, Simi Valley CA 93063. Such address may be changed by Payee in writing to Payor a minimum of two (2) days prior to the date that payment is due.

2. Interest. Interest shall accrue on the unpaid Principal Amount at the rate (or any pro rata portion thereof which remains unpaid until payment in full is made) of twelve percent (12%) simple interest per annum, commencing on December 3, 2013, unless the entire amount due is previously paid.

3. Affirmative Waivers. Payor hereby unconditionally waives presentment, demand, protest, notice of protest and/or dishonor, and all other demands or notices of any sort whatsoever with respect to this Note.

4. Amendments, etc. No amendment or waiver of any provision of this Note, nor consent to any departure by Payor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Payee and Payor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. However, the obligations of Payor hereunder shall terminate upon the payment in full of any and all monies due and owing hereunder to the Payee.

5. No Waiver; Remedies. No failure on the part of any Payee to exercise, and no delay in exercising, any right hereunder (including, without limitation, failure to demand payment or enforce collection of this Note) shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

6. Partial Invalidity. If any provision hereof is, for any reason and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable with respect to any person, entity or circumstance, then neither the remainder of this Note, nor the application of the

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provision to other persons, entities, or circumstances, shall be affected thereby, but instead shall be enforceable to the maximum extent permitted by law.

7. Binding Effect. This Note shall be binding upon the parties and their successors and shall inure to the benefit of the Payee and such Payee's successors and assigns.

8. Prepayment. This Note may be prepaid at any time, in whole or in part, without penalty, by payment to the holder of this Note of an amount equal to the outstanding Principal balance plus the amount of all interest accrued to the date of payment. Any partial prepayment shall be allocated to accrued interest until all such interest has been paid and thereafter to unpaid principal.

9. Governing Law; Choice of Forum. This Note and the rights and obligations of Payor and the Payee hereunder shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of law principles thereof. The parties hereby consent to the exclusive jurisdiction of any state or federal court located within Los Angeles County in the State of California, USA, over any dispute arising out of, or relating to, this Note. The parties waive any objection of forum non conveniens and venue.

11. Collection Costs. In the event that this Note is not timely paid, Payor shall pay to Payee all reasonably incurred costs of collection, including collection agency fees and costs and reasonable attorneys' fees.

12. Attorneys Fees. In the event that an action is initiated to enforce or interpret this Note, the losing party in any such litigation shall reimburse the prevailing party for any and all its reasonable costs and expenses (including, without limitation, all court costs, reasonable legal expenses, and reasonable attorneys' fees) incurred by the prevailing party in connection with such litigation.

13. Entire Agreement. This Note and the related amendment to the GRP MAS Europe Agreement with Superfix of even date constitute the entire agreement between the parties with respect to this Note. There are no promises, representations, or commitments between the parties with respect to the loan memorialized in this Note which are not contained in this Note or the Loan Subscription and Security Agreement of even date.

IN WITNESS WHEREOF. Payor has caused this Note to be duly executed and delivered in favor of the Payee as of the date first set forth above.

Gabe Reed Productions, LLC

By: [Signature]
Gabe Reed

11/11/10
Gabe Reed

03/14/2014

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Exhibit "B"

GABE REED PRODUCTIONS LLC

14785 PRESTON ROAD
SUITE 550
DALLAS, TEXAS 75254

22337 PACIFIC COAST HIGHWAY
SUITE 204
MALIBU, CALIFORNIA 90265

DIRECT LINE: (214) 208-0404
FACSIMILE: (972) 789-5169
EMAIL: GABEREED@AOL.COM
WEB: WWW.GABEREED.COM

May 12, 2013

Superfix ("Artist") and Gabe Reed Productions LLC ("GRP") wish to enter into an Agreement and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

- 1) GRP will cause Superfix to be the opening act for Aerosmith in Mexico City, Mexico on October 27, 2013. Superfix will perform directly before the direct support band; meaning that there will be no other performance between Superfix and the direct support performance. The parties agree that the date and venue assigned is subject to change.

("Concert")

- 2) For and in consideration of being billed as the direct support act of the Concert and in consideration of said services provided to Artist by GRP, the Artist hereby agrees to pay, and allow as GRP's compensation, a "buy on" fee of \$15,000 USD; which shall be paid in full on or before June 17, 2013.

Artist shall deliver the "buy on" fee to the following account:

Bank of Internet, USA
P.O. Box 509127
San Diego, CA 92150-9948
Routing Number: 122287251
Account Number: 100000127868
Account Holder: Gabe Reed

- 3) In addition to being billed and performing as direct support for Aerosmith on the above concert, Artist will be provided with the following, in consideration of the payment of the "buy on" fee:

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- a. *A minimum of thirty (30) minutes performance time.
- b. Perform shall commence no earlier than 8:30 pm or thirty (30) -minutes after doors opening for public entry of ticket holders; whichever is of a later time. For clarification, "doors opening" is defined as allowing access for tickets holders to enter audience floor and seating.
- c. *Artist will be included in concert promotion and billed as indirect support and, or, other similar billing;
- d. *Permission to sell merchandise at the venue;
- e. Backline will be provided to Artist as per any reasonable Artist request.
*Specifics (specs) of backline speaker cabinets will be fulfilled as per Artist request.
- f. *Video filming of the Artist's performance by Artist designated film crew.
*Artist will be allowed to film a minimum of five (5) minuets of the audience crowd during Aerosmith's performance, or Artist will be provided with high resolution, video media of Aerosmith crowd. Artist agrees and understands that filming of any other performing artist, other than Superfix, is strictly prohibited.
- g. Six (6) hotel rooms in a 4 star, or above, hotel.
- h. Ground transportation for the duration of the Artist's stay in Mexico City.
- i. Adequate security, for the duration of Artist's stay in Mexico City.

Artist agrees and fully acknowledges that the "buy on" fee is being paid for the sole purpose of the Artist being permitted to perform as support for the Concert, and that the "buy on" fee does not pay or cover for any travel costs to or from Mexico City. To be clear, all costs associated with the Artist performing at the above said concert, other than services, considerations, and obligations of GRP, as listed in this agreement, shall be the sole responsibility of the Artist.

Specifically, payment of the "buy on" fee will not permit or allow the Artist the following:

- a. Air transportation necessary for the Artist to perform at the concert;
 - b. Use of any backline or production used by the headline act;
 - c. Any non-compensated use of any employee working for GRP.
- 4) The artist fully authorizes and empowers GRP to pursue this matter in any manner or way that GRP deems best or advisable.
- 5) If for any reason, Artist is unable to perform as a result of any reason due to a circumstance caused by their conduct and/or act(s); the "buy on" fee paid to GRP shall be non-refundable. If Artist is unable to keep commitment of their appearance, and cancels this agreement, anytime after GRP receives the payment; payment shall be considered as forfeited by Artist. If GRP fails, or is unable, to fulfill this agreement for any reason which is cause related to, or of GRP; a full refund will be due to Artist immediately, for any monies paid by Artist to GRP. If the concert is canceled due to any unforeseen circumstances, other than reasons of cause related to, or of, GRP; GRP shall have the option of refunding any monies

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received by Artist, or shall provide Artist with an agreeable placement of Artist, as opening band, for a concert with same, or equally comparable headlining act, within ten (10) months of the execution of this agreement.

- 6) This agreement shall be construed under and in accordance with the laws of the State of California, United States of America, and all obligations of the parties created hereunder are performable in Los Angeles County, California, United States of America.
- 7) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.
- 8) Artist agrees to defend, indemnify, and save GRP, Aerosmith and their agents and employees harmless from, and against, any and all claims, actions, suits, judgments, cost and fees, including reasonable attorney's fees, which arise from the grossly negligent or fraudulent acts and/or omissions of Artist, its employees, agents, contractors or third parties under its control, or which arise out of, or are related to, Artist's activities. To be clear, Artist accepts and acknowledges that it is performing at the above concerts at its own risk and accepts all responsibility and all liability for its acts as the opening act for the headliner and/or performing under this agreement.

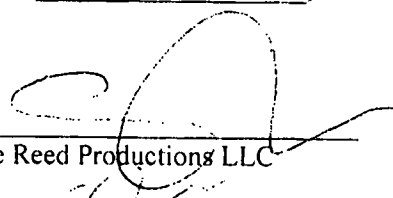
~~Prior to receiving any payment from Artist:~~ 652

GRP will provide Artist with supportive documentation verifying that Artist will be allowed to film Artist's performance at said concert event.

Agreed:

Superfix

Dated: _____, 2013



Gabe Reed Productions LLC

Dated: _____, 2013

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Exhibit "C"

GABE REED PRODUCTIONS LLC

14785 PRESTON ROAD
SUITE 550
DALLAS, TEXAS 75254

22337 PACIFIC COAST HIGHWAY
SUITE 204
MALIBU, CALIFORNIA 90265

DIRECT LINE: (214) 208-0404
FACSIMILE: (972) 789-5169
EMAIL: GABEREED@AOL.COM
WEB: WWW.GABEREED.COM

July 16, 2013

Superfix ("Artist") and Gabe Reed Productions LLC ("GRP") wish to enter into an Agreement and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

- 1) GRP will cause Superfix to be the "direct support" opening act for the Metal All Stars South American tour to take place in November 2013 for as follows:

Dates	Venue/City	Capacity	Venue
13 th Nov 2013	Lima, Peru	25,000	Jockey Club del Peru
15 th Nov 2013	Santiago, Chile	15,000	Movistar Arena
16 th Nov 2013	Buenos Aires, Argentina	18,000	Geba
18 th Nov 2013	Rosario, Argentina	20,000	Salon Metropolitano
20 th Nov 2013	Asuncion, Paraguay	20,000	Jockey Club
22 nd Nov 2013	Sao Paulo, Brazil	6,500	Credit Card Hall
23 rd Nov 2013	Curitiba, Brazil	7,500	Masterhall
25 th Nov 2013	Recife, Brazil	TBA	TBA
27 th Nov 2013	Brasilia, Brazil	TBA	TBA
29 th Nov 2013	Santa Cruz, Bolivia	26,000	Solinium

("Concert")

- 2) For and in consideration of being billed as the direct support act of the Concert and inconsideration of said services provided to Artist by GRP, the Artist hereby agrees to pay and allow as GRP's compensation a non-refundable "buy on" fee of \$80,000 usd which shall be paid as follows: \$50,000 on or before August 1, 2013 and \$30,000 on or before October 1, 2013.

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Artist shall deliver the "buy on" fee to the following account:

Bank of Internet, USA
P.O. Box 509127
San Diego, CA 92150-9948
Routing Number: 122287251
Account Number: 100000127868
Account Holder: Gabe Reed

3) In addition to being billed and performing as direct support for the Metal All Stars South American tour, Artist will be provided with the following in consideration of the payment of the "buy on" fee:

- a. Be permitted to perform for 45 minutes maximum per night;
- b. Be included in concert promotion and billed as direct support or other similar billing;
- c. Be permitted to sell merchandise at the venue;
- d. Backline as mutually agreed to by Artist and GGRP;
- e. Video filming if not restricted by the venue for the artist's performance only with no fee;
- f. A maximum of 5 hotel rooms in a 4 star or above hotel;
- g. Ground transportation for the duration of the Metal All Stars tour;
- h. Be provided security for the duration of the duration of the Metal All Stars tour;
- i. Air transportation between the United States and South America and between each city of the Metal All Stars South American tour. GGRP will purchase one business class international fare and four coach class fares for any international travels to and from the United States. All Domestic inter South America fares will be coach;
- j. A \$20 per day per diem per member of the band;
- k. Provide adequate crew to assist Artist in the presentation of its show;
- l. Provide insured transportation of artist gear to all show locations and back to USA after completion of said tour;
- m. Artist will be provided with a sound check prior to each show;
- n. Artist will be provided with provided lighting for its show;
- o. Artist will be provided with same sound engineers), and sound quality, as the headline act.

Specifically, payment of the "buy on" fee will not permit or allow the Artist the following:

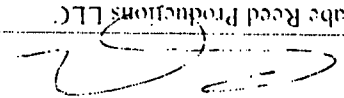
- a. Use of any backline or production designated specifically for used by the headline act.

4) The artist fully authorizes and empowers GGRP to pursue this matter in any manner or way that GGRP deems best or advisable.

- 5) If for any reason, Artist is unable to perform as a result of any reason due to a circumstance caused by their conduct and/or act(s) then the "buy on" fee paid to GKP shall be non-refundable. However, if Artist is unable to perform as a result of a circumstance caused by the act and/or conduct of GKP, Metal All Stars or any agent under GKP's control, the "buy on" fee shall be either credited to Artist opening for any another GKP promoted show of commercially equal value or refunded to Artist, per Artist preference. Shows will be considered, and pro-rated, at a value of eight thousand (\$8,000) per scheduled performance.
- 6) This agreement shall be construed under and in accordance with the laws of the State of California, United States of America, and all obligations of the parties created hereunder are performable in Los Angeles County, California, United States of America.
- 7) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.
- 8) Artist agrees to defend, indemnify, and save GKP and their agents and employees harmless from and against any and all claims, actions, suits, judgments, cost and fees, including reasonable attorney's fees, which arise from the grossly negligent or fraudulent acts and or omissions of artist, its employees, agents, contractors or third parties under its control or which arise out of or are related to artist's activities. To be clear, Artist accepts and acknowledges that it is performing at the above concerts at its own risk and accepts all responsibility and all liability for its acts as the opening act for the headliner and/or performing under this agreement.

Agreed:

Superfix _____
Dated: _____, 2013


Crabe Reed Productions LLC
Dated: 2/7/2013

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Exhibit "D"

GABE REED PRODUCTIONS LLC

14785 PIERCE ROAD
SUITE 550
DALLAS, TEXAS 75234

22817 PACIFIC COAST HIGHWAY
SUITE 204
MALIBU, CALIFORNIA 90265

DIRECT LINE: (214) 208-0404
FACSIMILE: (972) 780-5100
EMAIL: GABEREED@AOL.COM
WEB: WWW.GABEREED.COM

November 22, 2013

Superfix ("Artist") and Gabe Reed Productions LLC ("GRP") wish to enter into an Agreement and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

- 1) GRP will cause Superfix to be the "direct support" opening act for the Metal All Stars European tour to take place in March/April 2014 for as follows:

March

- 23 - Sofia, Bulgaria - Armeec Hall
- 24 - Bucharest, Romania - Rom Expo
- 26 - Wroclaw, Poland - The Arena
- 28 - Poland, Gdansk - Ergo Arena
- 30 - Kiev, Ukraine - Stereo Plaza

April

- 1 - Minsk, Belarus - The New Sport Arena
- 3 - Stockholm, Sweden - Globe Arena
- 5 - Riga, Latvia - Arena Riga
- 6 - Helsinki, Finland - Old Ice Arena
- 7 - Saint Petersburg, Russia - YBL Arena
- 9 - Moscow, Russia - Live Arena

("Concert")

- 2) For and in consideration of being billed as the direct support act of the Concert and in consideration of said services provided to Artist by GRP, the Artist hereby agrees to pay and allow as GRP's compensation a non-refundable "buy on" fee of



03/14/2014

\$80,000 usd, of which \$65,000 has been previously paid and of which the \$15,000 balance has been waived in consideration of the \$45,000 deposit that was made by BRMS on behalf of the Artist on November 22, 2013 to Zakk Wylde on behalf of Gabe Reed d/b/a GRP and which will be repaid to BMRS in accordance with the promissory not executed by Gabe Reed on November 22, 2013.

- 3) In addition to being billed and performing as direct support for the Metal All Stars European tour, Artist will be provided with the following in consideration of the payment of the "buy on" fee:
- a. Be permitted to perform for 45 minutes per night;
 - b. Be included in all of GRP's Metal All Stars (Euro) concert promotion, and billed as direct support or other similar billing;
 - c. Be permitted to sell merchandise at the venue;
 - d. Backline as mutually agreed to by Artist and GRP;
 - e. Video filming if not restricted by the venue for the artist's performance only with no fee;
 - f. 5 hotel rooms in a 4 star or above hotel;
 - g. Ground transportation for the duration of the Metal All Stars tour;
 - h. Be provided security for the duration of the duration of the Metal All Stars tour;
 - i. Air transportation between the United States and Europe and between each city of the Metal All Stars European tour. GRP will purchase one business class international fare and four coach class fares for any international travels to and from the United States. All Domestic inter Europe fares will be coach;
 - j. A \$20 per day per diem per member of the band;
 - k. Provide adequate crew to assist Artist in the presentation of its show;
 - l. Provide insured transportation of artist gear to all show locations and back to USA after completion of said tour;
 - m. Artist will be provided with a sound check prior to each show;
 - n. Artist will be provided will be provided lighting for its show;
 - o. Artist will be provided with same sound engineer(s), and sound quality, as the headline act.

Specifically, payment of the "buy on" fee will not permit or allow the Artist the following:

- a. Use of any backline or production designated specifically for used by the headline act.
- 4) The artist fully authorizes and empowers GRP to pursue this matter in any manner or way that GRP deems best or advisable.
- 5) If for any reason, Artist is unable to perform as a result of any reason due to a circumstance caused by their conduct and/or act(s) then the "buy on" fee paid to GRP shall be non-refundable. However, if Artist is unable to perform as a result

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of a circumstance caused by the act and/or conduct of GRP, Metal All Stars or any agent under GRP's control, the "buy on" fee shall be either credited to Artist opening for any another GRP promoted show of commercially equal value or refunded to Artist, per Artist preference. Shows will be considered, and pro rated, at a value of eight thousand (\$8,000) per scheduled performance.

- . 6) This agreement shall be construed under and in accordance with the laws of the State of California, United States of America, and all obligations of the parties created hereunder are performable in Los Angeles County, California, United States of America.
- . 7) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.
- 8) Artist agrees to defend, indemnify, and save GRP and their agents and employees harmless from and against any and all claims, actions, suits, judgments, cost and fees, including reasonable attorney's fees, which arise from the grossly negligent or fraudulent acts and/or omissions of artist, its employees, agents, contractors or third parties under its control or which arise out of or are related to artist's activities. To be clear, Artist accepts and acknowledges that it is performing at the above concerts at its own risk and accepts all responsibility and all liability for its acts as the opening act for the headliner and/or performing under this agreement.

Agreed:

Superfix

Dated: _____, 2013



Gabe Reed Productions LLC

Dated: 11/22, 2013

107-14-2014

FOR COURT USE ONLY

FILEDSuperior Court of California
County of Los Angeles

MAR 14 2014

Sherri R. Carter, Executive Officer/Clerk

By Myrna Beltran Deputy
Myrna Beltran

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

Lawrence I. Washor, SBN: 75180
21800 Oxnard Street, Suite 790
Woodland Hills, CA 91367

TELEPHONE NO.: (310) 479-2660

FAX NO.: (310) 479-1022

ATTORNEY FOR (Name): ELI RUBIN

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill Street, #123A

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Stanley Mosk

CASE NAME:

Rubin v. Reed

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:

BC539383

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:

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): Five (5) causes of action.

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: March 12, 2014

Lawrence I. Washor

(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.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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BC539383

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

This form is required pursuant to 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 ⁵ ☐ HOURS/ ☒ DAYS

Item II. Indicate 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 Local Rule 2.0.

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

1. Class actions must be filed in the Stanley Mosk 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 <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., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<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., 4. 1., 3. 1., 4.

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Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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.
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 checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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Judicial Review

Provisionally Complex Litigation

Enforcement
of JudgmentMiscellaneous
Civil ComplaintsMiscellaneous
Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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.

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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 appropriate boxes for the numbers shown under Column C for the type of action that you have selected for 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:
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 Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: March 12, 2014


(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, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
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.

03/14/2014