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**FILED**  
 LOS ANGELES SUPERIOR COURT

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JOHN CLARKE, CLERK  
 BY MARY GARCIA, DEPUTY

6 Attorneys for Plaintiffs  
 7 DUANE "DOG" CHAPMAN and  
 8 BETH CHAPMAN

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 10 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

11 DUANE "DOG" CHAPMAN, an  
 12 individual; and BETH CHAPMAN, an  
 13 individual,

14 Plaintiffs,

15 v.

16 BORIS KRUTONOG, an individual;  
 17 PIVOT POINT ENTERTAINMENT LLC,  
 18 a California limited liability company; and  
 19 DOES 1 through 10, inclusive,

20 Defendants.

CASE NO. BC402849

COMPLAINT FOR:

- (1) DECLARATORY RELIEF; AND
- (2) PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

21 Plaintiffs Duane ("Dog") Chapman and Beth Chapman (collectively, "Plaintiffs") allege  
 22 as follows:

THE PARTIES

23 1. Plaintiff Duane ("Dog") Chapman is, and at all times material hereto has been, an  
 24 individual who from time to time conducts business in the County of Los Angeles,  
 25 California, and is an actor in a television program appearing on the A&E cable channel entitled  
 "Dog, The Bounty Hunter" ("the Program").

26 2. Plaintiff Beth Chapman is, and at all times material hereto has been, an individual  
 27 who from time to time conducts business in the County of Los Angeles, State of California, and  
 28 is an actress in the Program.

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1           3.       Plaintiffs are informed and believe and thereon allege that Defendant Boris  
2 Krutonog ("Krutonog") is, and at all times material hereto has been, an individual residing and  
3 doing business in the County of Los Angeles, State of California, and the owner and/or principal  
4 of Defendant Pivot Point Entertainment LLC.

5           4.       Plaintiffs are informed and believe and thereon allege that Defendant Pivot Point  
6 Entertainment LLC is, and at all times material hereto has been, a limited liability company  
7 organized under the laws of the State of California, with its principal place of business in the  
8 County of Los Angeles, State of California. (Defendants Krutonog and Pivot Point  
9 Entertainment LLC are sometimes hereinafter referred to collectively as "Defendants.")

10          5.       Plaintiffs are informed and believe and, based upon such information and belief,  
11 allege that the fictitiously-named Defendants sued herein as Does 1 through 10, inclusive, were  
12 in some manner responsible or legally liable for the actions, events, transactions and  
13 circumstances alleged herein. The true names and capacities of such fictitiously-named  
14 Defendants, whether individual, corporate, partnership, limited liability company, associate or  
15 otherwise, are presently unknown to Plaintiffs and Plaintiffs will seek leave of Court to amend  
16 this Complaint to assert the true names and capacities of such fictitiously named Defendants  
17 when the same have been ascertained. For convenience, each reference to a named Defendant  
18 herein shall also refer to the Doe Defendants, and each of them.

19          6.       Plaintiff are informed and believe and, based upon such information and belief,  
20 allege that Defendants, and each of them, were the agents, employees, partners, joint-venturers,  
21 co-conspirators, owners, principals, and employers of the remaining Defendants, and each of  
22 them, and are, and at all times herein mentioned were, acting within the course and scope of that  
23 agency, employment, partnership, conspiracy, ownership or joint venture. Plaintiffs are further  
24 informed and believe and, based upon such information and belief, allege that the acts and  
25 conduct herein alleged of each such Defendant were known to, authorized by, and/or ratified by  
26 the other Defendants, and each of them.

27          7.       Plaintiffs are informed and believe and thereon allege that Defendants are, and at  
28 all times, material hereto, were the alter-egos of each other and there exists at all times material

1 hereto, and at all times material hereto has existed, a unity of interest and ownership among such  
2 Defendants such that any separateness has ceased to exist in that, among other things, Krutonog  
3 and Pivot Point have commingled their respective assets and used assets of the other party for  
4 their own separate purposes, and caused assets to be transferred to each other without adequate  
5 consideration.

6 8. Plaintiffs are informed and believe and thereon allege that Defendant Krutonog  
7 completely owned, controlled, dominated, used, managed and operated Pivot Point and  
8 intermingled assets of said alter-ego for his convenience. Therefore, any obligation, duty and  
9 liability of Pivot Point as alleged herein should be deemed to similarly be an obligation, duty and  
10 liability of its alter-ego Krutonog.

11 9. Plaintiffs are informed and believe and thereon allege that adherence to the fiction  
12 of the separate existence of the Defendants Krutonog and Pivot Point, and each of them, as a  
13 party distinct from the other parties would permit abuse of the corporate privilege and would  
14 sanction fraud and promote injustice; and unless judgment and/or determination in this action  
15 includes all Defendants named herein, Plaintiffs may not be able to enforce the claims and rights  
16 herein referred to and obtain satisfaction of judgment.

17 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18 10. On or about June 30, 2004, Defendants convinced Plaintiffs to enter into an  
19 agreement, part of which was oral and part of which was written, entitled "Life Rights  
20 Agreement" (the "Life Rights Agreement"). Pursuant to the Life Rights Agreement, Defendants  
21 agreed, among other things, to seek to procure employment for Plaintiffs as their *de facto* talent  
22 agents with respect to Plaintiffs' endeavors as "artists" within the meaning of the California  
23 Talent Agencies Act, Labor Code §§ 1700 *et seq.* (the "Act").

24 11. The Life Rights Agreement provided, among other things, that in exchange for  
25 rendering services as Plaintiffs' *de facto* talent agents, Defendants would receive certain fees  
26 from Plaintiffs' earnings in the entertainment industry, including from feature films and  
27 television programs.

28 12. On or about March 26, 2007, Plaintiffs invoked the jurisdiction of the California

1 Labor Commissioner by filing a Petition to Determine Controversy, a true and correct copy of  
2 which is attached as Exhibit "A" hereto ("Petition"), pursuant to which Plaintiffs sought  
3 determination of a controversy between Plaintiffs and Defendants arising from Defendants'  
4 unlawful procurement activities as an unlicensed talent agent in violation of the Act. Among  
5 other things, Plaintiffs in the Petition contend that Defendants entered into one or more purported  
6 agreements (which collectively and as amended are referred to herein as "the Commission  
7 Agreement") with A&E Television Networks, Hybrid Films, Inc. and/or D&D Television  
8 Productions, Inc. (collectively "the Producers") which required the Producers to pay a purported  
9 "producer fee" to Defendants. The producer fee was, in fact, a ruse, designed to conceal the  
10 payment to Defendants of a percentage of Plaintiffs' earnings as a form of talent agency  
11 commissions to Defendants in connection with their activities as Plaintiffs' *de facto* talent agents  
12 in violation of the Act. Moreover, Defendants inserted confidentiality clauses into the  
13 Commission Agreement to conceal terms from Plaintiffs that Plaintiffs never would have  
14 permitted, including a "life of the show" provision whereby Defendants sought to obtain a  
15 commitment that they would be compensated from Plaintiffs' earnings and continue to receive  
16 commissions even if they did not continue to represent Plaintiffs in the future.

17 13. Plaintiffs contend in the Petition that the Commission Agreement between  
18 Defendants and the Producers was an unlawful attempt to subvert the Act's limitation on  
19 unlicensed talent agents' ability to procure work, as the "producer fee" was nothing more than an  
20 effort to disguise agency commissions payable to Defendants for procuring work for Plaintiffs as  
21 artists within the meaning of the Act on the Program. In the Petition, Plaintiffs seek a  
22 determination that, among other things, the Commission Agreement is null and void because it  
23 violates the Act, that the Producers shall not pay any further fees or other compensation to  
24 Defendants on the Program because such payments would violate the prohibitions in the Act,  
25 and that any and all compensation payable under the Commission Agreement should be paid to  
26 Plaintiffs, not Defendants, pursuant to the provisions of the Act.

27 14. Under well-settled California law, the California Labor Commissioner has  
28 original jurisdiction over disputes arising under the Act, including the matters alleged in the

1 Petition. The Labor Commissioner thus has original jurisdiction over the determination as to  
2 whether Defendants' Commission Agreement with the Producers is null, void and  
3 unenforceable as a result of Defendants' unlawful procurement activities, and as to whether  
4 and to whom further fees or compensation should be paid by the Producers under the  
5 Commission Agreement.

6 15. The hearing on the Petition was commenced by the California Labor  
7 Commissioner on October 15, 2007, and the Labor Commissioner held two days of hearings  
8 on the merits. The hearing could not immediately reconvene because of the schedules of the  
9 parties and the hearing officer.

10 16. Rather than expeditiously proceed to conclude the Labor Commissioner  
11 proceedings, which would have resulted in a determination of the invalidity of the Commission  
12 Agreement, such that the Labor Commissioner would determine that any and all compensation  
13 payable under the Commission Agreement should go to Plaintiffs, not Defendants, pursuant to  
14 the provisions of the Act, Defendants improperly delayed the proceedings on the Petition for  
15 over a year. Among other things, Defendants falsely claimed to require critical discovery,  
16 including depositions of out-of-state witnesses, in order to present their defenses to the claims  
17 alleged in the Petition. However, despite being granted leave to conduct discovery,  
18 Defendants never pursued the requested discovery and, instead, attempted to circumvent the  
19 Labor Commissioner's original jurisdiction over the determination as to whether the  
20 Commission Agreement is invalid by filing a separate action against the Producers in the State  
21 of New York seeking to enforce the Commission Agreement. This New York action was  
22 concealed from Plaintiffs as a part of Defendants' wrongful scheme.

23 17. Specifically, on or about May 19, 2008, Defendants filed an action in the  
24 Supreme Court of the State of New York, County of New York, Case No. 08601516 ("the  
25 New York Action"), seeking to address the very issues which are the subject of, and which  
26 will be resolved by, the California Labor Commissioner in reaching a determination in the  
27 Petition. A true and correct copy of the Complaint filed in the New York Action is attached as  
28 Exhibit "B" hereto. In the New York Action, Defendants seek to enforce and obtain judgment

1 on the very same Commission Agreement which Plaintiffs seek to have declared null, void and  
2 unenforceable by the California Labor Commissioner pursuant to the Petition. Defendants  
3 sought to conceal from Plaintiffs, who are not parties to the New York Action, that Defendants  
4 filed the New York Action, seeking relief that is inconsistent with the California Labor  
5 Commissioner's original jurisdiction over the dispute pertaining to the validity of the  
6 Commission Agreement. Defendants have also sought to expedite and obtain relief in the New  
7 York Action, and to continue delaying the proceedings before the Labor Commissioner,  
8 notwithstanding that the New York Action was filed long after the Petition was filed and long  
9 after the Labor Commissioner commenced the hearing on the Petition.

10 18. Plaintiffs have requested that Defendants stay or dismiss the New York Action  
11 pending the conclusion of the proceedings before the California Labor Commissioner and the  
12 exhaustion of the Labor Commissioner's original jurisdiction over this controversy.  
13 Defendants, however, have failed and refused to stay or dismiss the New York Action absent a  
14 Court order. To the contrary, Defendants through various legal maneuvering have repeatedly  
15 sought to delay the proceedings before the California Labor Commissioner and at the same  
16 time to advance and expedite the proceedings in the New York Action in an effort to defeat the  
17 Labor Commissioner's original jurisdiction regarding the disputes referenced in the Petition  
18 and, in particular, the validity and enforceability of the Commission Agreement.

19 19. The Labor Commissioner has scheduled the resumption of the hearing on the  
20 Petition to occur in January and February 2009.

#### 21 FIRST CAUSE OF ACTION

22 (By Plaintiffs Against All Defendants For Declaratory Relief)

23 20. Plaintiffs repeat and reallege as if fully set forth herein each and every allegation  
24 contained in Paragraphs 1 through 19, inclusive, of this Complaint.

25 21. Plaintiffs assert that all agreements between Plaintiffs and Defendants, including  
26 the same Commission Agreement which Defendants seek to enforce in the New York Action,  
27 are null, void and unenforceable as a result of Defendants' violations of the licensing  
28 requirements of California's Talent Agencies Act. Plaintiffs further assert that the California

1 Labor Commissioner has original jurisdiction over the instant controversy, including jurisdiction  
2 to determine jurisdiction in the first instance, and that until that original jurisdiction is exhausted  
3 and a final determination has been rendered on Plaintiffs' Petition filed with the California Labor  
4 Commissioner on March 26, 2007, Defendants should not be permitted to proceed with the New  
5 York Action.

6 22. Plaintiffs are informed and believe and based thereon allege that Defendants deny  
7 Plaintiffs' contentions, and that contend themselves that the Commission Agreement is valid and  
8 enforceable, that the instant controversy is not one which falls within the original jurisdiction of  
9 the California Labor Commissioner, and that the New York Action should go forward.

10 23. A justiciable controversy therefore exists in that Plaintiffs contend that the  
11 instant controversy arises under California's Talent Agencies Act and falls within the original  
12 jurisdiction of the California Labor Commissioner and within the proper exercise of the police  
13 powers of that administrative body to enforce the public policy of the State of California  
14 embodied in the Act, whereas Defendants deny said contentions. Thus, while Plaintiffs assert  
15 that Defendants should not be able to proceed with the New York Action until the California  
16 Labor Commissioner has exhausted its original jurisdiction over this controversy, Defendants  
17 assert that they should be permitted to proceed with the New York Action immediately.

18 24. Plaintiffs therefore seek and are entitled to a declaration by this Court that the  
19 instant controversy falls within the original jurisdiction of the California Labor Commissioner,  
20 and that Defendants may not proceed with the New York Action until such time as the California  
21 Labor Commissioner has exhausted its original jurisdiction over the instant controversy and any  
22 right to de novo review of the Labor Commissioner's ruling has been exhausted as well.

### 23 SECOND CAUSE OF ACTION

24 (By Plaintiffs Against All Defendants For Preliminary and Permanent Injunctive Relief)

25 25. Plaintiffs repeat and reallege as if fully set forth herein each and every allegation  
26 contained in Paragraphs 1 through 19 and 21 through 23, inclusive, of this Complaint.

27 26. Plaintiffs have requested that Defendants stay or dismiss the New York Action  
28 pending the conclusion of the proceedings before the California Labor Commissioner, and the

1 exhaustion of the California Labor Commissioner's original jurisdiction over this controversy.  
2 Defendants, however, have failed and refused to stay or dismiss the New York Action absent a  
3 Court Order preventing it from going forward.

4       27. Unless Defendants are enjoined from prosecuting the New York Action prior to  
5 a determination of the instant controversy by the California Labor Commissioner, Plaintiffs  
6 will be irreparably injured in that: (1) Plaintiffs will be deprived of their right to have the  
7 dispute determined by the California Labor Commissioner, acting pursuant to its original  
8 jurisdiction over the dispute; (2) the Court in the New York Action may determine that  
9 compensation that should, in fact, be paid to Defendants under the Commission Agreement  
10 notwithstanding their unlawful activities as an unlicensed talent agent, and without any  
11 determination of the extent to which Defendants acted unlawfully in violation of the Act; (3)  
12 Plaintiffs will be precluded from exhausting their administrative remedies before the California  
13 Labor Commissioner; and (4) Plaintiffs and others will be forced to incur time, effort and  
14 expense associated with the New York Action that could well end up being moot by nature of  
15 the Labor Commissioner's determinations.

16       28. Absent provisional relief, Plaintiffs have no adequate remedy at law to compel  
17 Defendants to dismiss or stay the New York Action. Unless this Court grants a preliminary  
18 and permanent injunction restraining and prohibiting Defendants from proceeding with the  
19 New York Action until Plaintiffs have exhausted their administrative remedies before the  
20 California Labor Commissioner and any right to de novo review of the Labor Commissioner's  
21 ruling has been exercised, Plaintiffs will be irreparably damaged in the respects set forth above  
22 and by being deprived of the opportunity to have their rights properly determined by the  
23 California Labor Commissioner.

24       29. Thus, an actual controversy has arisen and now exists between Plaintiffs and  
25 Defendants as alleged herein, pursuant to which Plaintiffs seek a preliminary and permanent  
26 injunction enjoining and restraining Defendants from further prosecuting the New York Action  
27 and proceeding before the New York courts until such time as the California Labor  
28 Commissioner has rendered a determination of the instant controversy, and until the rights of





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6 Attorneys for Petitioners  
 7 DUANE "DOG" CHAPMAN, and  
 ALICE BARMORE-SMITH  
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State of California  
 Labor Commissioner  
 San Francisco  
 Licensing & Registration

9  
 10 DIVISION OF LABOR STANDARDS ENFORCEMENT  
 11 DEPARTMENT OF INDUSTRIAL RELATIONS  
 12 STATE OF CALIFORNIA

13 DUANE "DOG" CHAPMAN, an  
 individual; and ALICE BARMORE-  
 14 SMITH, an individual,

Petitioners,

v.

17 BORIS KRUTONOG, an individual; and  
 PIVOT POINT ENTERTAINMENT, LLC a  
 18 California Limited Liability Company,

Respondents.

CASE NO. TAC 3351

PETITION FOR DETERMINATION OF CONTROVERSY

Petitioners Duane "Dog" Chapman and Alice Barmore-Smith ("Petitioners") allege:

The Parties

24 1. This Petition is filed pursuant to the authority of Sections 1700 *et seq.* of the  
 25 Labor Code of the State of California, commonly known as the Talent Agencies Act.

26 2. Petitioner Duane "Dog" Chapman is, and at all times material hereto has been,  
 27 conducting business in the County of Los Angeles, State of California, and is and at all times  
 28 material hereto was an "artist" as that term is defined in Section 1700.4 of the Labor Code in that

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1 he is an actor in a television program entitled "Dog, The Bounty Hunter".

2 3. Petitioner Alice Barmore-Smith is, and at all times material hereto has been,  
3 conducting business in the County of Los Angeles, State of California, and is and at all times  
4 material hereto was an "artist" as that term is defined in Section 1700.4 of the Labor Code in that  
5 she is an actress in a television program entitled "Dog, The Bounty Hunter".

6 4. Petitioners are informed and believe and thereon allege that Respondent Boris  
7 Krutonog is, and at all times material hereto has been, an individual doing business in the County  
8 of Los Angeles, State of California, and is the owner and/or principal of Respondent Pivot Point  
9 Entertainment, Inc.

10 5. Petitioners are informed and believe and thereon allege that Respondent Pivot  
11 Point Entertainment, LLC is, and at all times material hereto has been, a limited liability  
12 company organized under the laws of California, and doing business in the County of Los  
13 Angeles, State of California. Respondent Krutonog and Respondent Pivot Point Entertainment,  
14 LLC are sometimes hereinafter referred to collectively as "Respondents".

15  
16 Respondents Agreement with Petitioners Duane "Dog" Chapman  
17 and Alice Barmore-Smith

18 6. On or about June 30, 2004, Respondent Krutonog convinced Petitioners Duane  
19 "Dog" Chapman and Alice Barmore-Smith to enter into an agreement, part of which was oral and  
20 part of which was written and entitled "Life Rights Agreement", with Respondent Boris  
21 Krutonog and subsequently with Respondent Pivot Point Entertainment, LLC (hereafter referred  
22 to as the "Agreement"). Pursuant to the Agreement, Respondents agreed to seek to procure  
23 employment for Petitioners Duane "Dog" Chapman and Alice Barmore-Smith as their *de facto*  
24 talent agents with respect to Petitioner's professional endeavors as artists within the meaning of  
25 the California Talent Agencies Act, in connection with the motion picture, television and various  
26 other entertainment enterprises, by any and all manners of presentation, whether as actor/actress,  
27 model, spokesperson, endorser, sponsor, author, spokesperson or otherwise.

28 ///

1           7.       The Agreement provided, among other things, that in exchange for rendering  
2 services as Petitioners' de facto talent agents, Respondents would receive certain fees, some of  
3 which would be paid directly to Respondents from third parties, and some of which would be  
4 paid from Petitioners Duane "Dog" Chapman's and Alice Barmore-Smith's earnings received in  
5 connection with activities and/or services rendered in the entertainment industry, including  
6 feature films and television programs.

7  
8           Respondents' Unlawful Attempts to Subvert and Violate the Talent Agencies Act

9           8.       Petitioners are informed and believe and thereon allege that, at various times  
10 herein mentioned, Respondents performed unlawful activities as unlicensed talent agents seeking  
11 to solicit and procure and promote to solicit and procure employment in the State of California  
12 for "artists" as that term is defined in Labor Code §1700.4, without being licensed to do so.  
13 Petitioners are informed and believe and thereon allege that at all material times, the functions,  
14 activities, and actions allegedly undertaken by Respondents on behalf of Petitioners were  
15 undertaken in the capacity of unlicensed talent agents engaged in soliciting, procuring, offering,  
16 promising or attempting to procure employment or engagements for Petitioners as artists in the  
17 entertainment industry. Petitioners are further informed and believe and thereon allege that these  
18 and other wrongful and unlawful procurement activities by Respondents acting in the capacity of  
19 de facto talent agents were not done in conjunction with, or at the request of, any licensed talent  
20 agent within the meaning of the Talent Agencies Act, and that said wrongful and unlawful  
21 procurement activities establish a *prima facie* violation of the licensing requirements contained in  
22 the Talent Agencies Act.

23           9.       Although Respondents may have purported to involve licensed attorneys and/or  
24 licensed talent agents in their unlawful procurement activities, such involvement was a mere  
25 subterfuge for Respondents' unlawful conduct in violation of the Talent Agencies Act, and  
26 Respondents' activity violated the Talent Agencies Act notwithstanding the attempts to involve  
27 any such third parties.

28           10.      Among other unlawful acts, Respondents promised to procure and negotiate and

1 attempted to procure and negotiate employment for each Petitioner as an "artist" within the  
 2 meaning of the Talent Agencies Act, by, among other things, arranging meetings and negotiating  
 3 with producers and studio executives in projects including, but not limited to, the George Lopez  
 4 television show, the television series "Dog, the Bounty Hunter", and multiple personal  
 5 appearances for Duane "Dog" Chapman.

6 11. In procuring and negotiating employment for Petitioners in "Dog, the Bounty  
 7 Hunter", Respondents entered into a separate, confidential agreement with A&E Television  
 8 Networks, Hybrid Films, Inc., and/or D&D Television Productions, Inc. (collectively "the  
 9 Producers") that required the Producers to pay a "producer fee" directly to Respondents.  
 10 Respondents' "producer fee" was in fact a ruse, designed to conceal their unlawful activities as  
 11 Petitioners' de facto talent agents. It was also an unlawful attempt to subvert the Talent Agencies  
 12 Act's limitation on unlicensed talent agents' ability to procure work, as the "producer fee" was  
 13 nothing more than a disguised commission to Respondents for their unlawful and unlicensed  
 14 activities as a talent agents. Petitioners are informed and believe that Respondents' "producer  
 15 fee" was directly out of the amount that Petitioners were informed and believed that they were to  
 16 receive for their services in conjunction with "Dog the Bounty Hunter".

17 12. The written portion of the Agreement itself demonstrates that Respondents'  
 18 "producer fee" was a fraudulent and unlawful subterfuge: the Life Rights Agreement states that  
 19 Krutonog shall receive a percentage "commission" on payments to Petitioners from various  
 20 categories of projects described in the Life Rights Agreement (including Books, Merchandising  
 21 Rights, Video Games, Apparel, and Sponsorship and Spokesperson work), but in contrast, the  
 22 Life Rights Agreement states that Krutonog shall be named as a producer on feature films and  
 23 television series involving the Petitioners and that Krutonog shall receive a "producer fee", as  
 24 opposed to a commission, on all such feature films and television series.

25 13. Petitioners are informed and believe and thereon allege that at all material times,  
 26 Respondents were not licensed as talent agents as required by Section 1700.4 of the Labor Code.

27 14. Petitioners are informed and believe and thereon allege that Respondents, in  
 28 addition to the previously alleged unlawful acts, violated the Talent Agencies Act as defined in

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1 California Labor Code Sections 1700 *et seq.*, by, among other things, the following:

2 (a) Acting in the capacity of a talent agent as defined in Labor Code Section  
3 1700.4 by procuring, offering, promising and/or attempting to procure employment or  
4 engagements on behalf of Petitioners as an "artist" under the Talent Agencies Act, without first  
5 obtaining a talent agent license from the California Labor Commissioner as expressly required by  
6 Section 1700.5 of the California Labor Code;

7 (b) Acting in the capacity of a talent agency by negotiating and/or attempting  
8 to negotiate employment agreements for Petitioners to provide personal services as an "artist" as  
9 defined by Labor Code §1700.4;

10 (c) Failing to obtain approval of the form of a written talent agency agreement  
11 between Petitioners and Respondents as required by Section 1700.23 of the California Labor  
12 Code; and

13 (d) Acting in furtherance of Respondents own best interests and financial gain  
14 without regard to the best interests of Petitioners and in breach of the fiduciary duties owed by  
15 Respondents to Petitioners.

16 15. Petitioners are informed and believe and thereon allege that the foregoing  
17 activities by Respondents, among others to be proven at the hearing on this Petition, are in direct  
18 contravention of Labor Code Section 1700.5.

19 16. Because the purpose of the Agreement was the unlawful solicitation of  
20 employment for Petitioners as "artists" within the meaning of the Talent Agencies Act, and  
21 because such unlawful procurement activities so tainted with illegality the Agreement that it  
22 cannot in the interests of justice be severed as between lawful and unlawful purposes, the  
23 Agreement, including the Life Rights Agreement, should be declared null and void and  
24 unenforceable in its entirety *ab initio* as a result of Respondents's violations of Labor Code  
25 Sections 1700 *et seq.*

26 17. An actual controversy has arisen and now exists between Petitioners and  
27 Respondent because of the foregoing, and Petitioners respectfully request that the Labor  
28 Commissioner determine the controversy pursuant to Labor Code Sections 1700 *et seq.*



1           4.       An accounting from Respondents concerning any and all monies, or things of  
 2 value, paid to or received directly or indirectly by Respondents in connection with any services  
 3 rendered or to be rendered by Petitioners, or relating in any way to any services performed or to  
 4 be performed by Petitioners, pursuant to the Agreement or pursuant to any express or implied  
 5 agreement between Petitioners, on the one hand, and Respondents, on the other hand;

6           5.       An order requiring Respondents to disgorge and repay to Petitioners any and all  
 7 monies or things of value received by Respondents, directly or indirectly, pursuant to the  
 8 Agreement, including, but not limited to, any and all commissions, fees, profits, advances,  
 9 expenses, costs or other monies, plus interest thereon at a rate of 10% per annum;

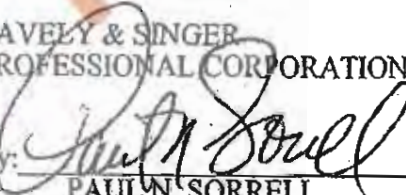
10          6.       A determination denying Respondents any claims or offset based on the alleged  
 11 value of any services allegedly rendered by Respondents on behalf of Petitioners;

12          7.       Costs and reasonable attorneys' fees incurred herein; and

13          8.       Such other and further relief as the Labor Commissioner may deem just and  
 14 proper.

15  
 16 DATED: March 23, 2007

LAVELY & SINGER  
 PROFESSIONAL CORPORATION

By:   
 PAUL N. SORRELL  
 Attorneys for Petitioners

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**SUPREME COURT OF THE STATE OF NEW YORK**

**COUNTY OF NEW YORK**

**PIVOT POINT ENTERTAINMENT, LLC**, a California limited liability company; and **BORIS KRUTONOG**, an individual,

Plaintiffs,

vs.

**HYBRID FILMS, INC.**, a corporation; **D&D TELEVISION PRODUCTIONS, INC.**, a corporation; **AGE TELEVISION NETWORKS**, a purported joint venture; and **DAVID HOUTS**, an individual,

Defendants

**COMPLAINT FOR:**

1. BREACH OF WRITTEN CONTRACT
2. PROMISSORY FRAUD
3. DECLARATORY RELIEF

-and-

**DEMAND FOR TRIAL BY JURY.**

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 COUNTY CLERK'S OFFICE  
 NEW YORK

*COMES NOW* Plaintiffs Boris Krutonog and Pivot Point Entertainment LLC,

alleging and stating as follows:

pg 6

### The Parties

1. Plaintiff Pivot Point Entertainment LLC ("Pivot Point") is a California limited liability company with its principle place of business in Los Angeles, California,

2. Plaintiff Boris Krutonog ("Krutonog") is a well-known actor, screenwriter, and television producer. Mr. Krutonog is sole member and sole owner of Pivot Point, which "loans out" his services. At all times material hereto, Mr. Krutonog has been a resident of Los Angeles, California.

3. Defendant Hybrid Films, Inc. ("Hybrid") is a corporation, with its principle place of business in New York, N.Y.

4. Defendant D&D Films, Inc. ("D&D") is a corporation, with its principle place of business in New York, N.Y.

5. Defendant A&E Television Networks ("A&E") is a business entity, which represents itself to be a joint venture of The Hearst Corporation, ABC, Inc., and NBC Universal. Plaintiff is informed and believes and thereon alleges that A&E has its principle place of business in New York, N.Y.

6. Defendant David Houts ("Houts") is a television producer and co-owner of Hybrid and D&D. At all times material hereto, Houts has been doing business in New York, N.Y. Plaintiff is informed and believes and thereon alleges that Houts is a resident of New York, N.Y.

**First Cause of Action**

**(Breach of Written Contract-by Pivot Point against Hybrid, D&D and A&E)**

7. Plaintiffs hereby incorporate by reference paragraphs 1 through 6 of this Complaint, as though fully alleged herein.

8. In or about 1995, Plaintiff Krutonog introduced himself to Duane ("Dog") Chapman, a bail bondsman, ex-con and bounty hunter based in Honolulu, Hawaii. "Dog" Chapman is a colorful figure, and Mr. Krutonog recognized that Chapman's life and exploits had dramatic potential and could serve as the basis for a motion picture or television program. In or about 1995, Mr. Krutonog entered into the first of a series of contracts with "Dog" Chapman, which gave Mr. Krutonog the exclusive right to produce a television program based on Chapman's life and exploits. Between 1995 and 2003, Mr. Krutonog developed, created and produced what ultimately became the hit A&E "reality" television program *Dog the Bounty Hunter* (herein the "Program").

9. Defendants A&E, D&D, and Hybrid are the producers and distributors of *Dog the Bounty Hunter*. Due to Krutonog's exclusive rights agreement with "Dog" Chapman, A&E could not produce, nor distribute the Program without Krutonog's consent. To obtain Plaintiffs' consent, the Defendants promised to employ Mr. Krutonog as co-executive producer of *Dog the Bounty Hunter* and compensate him accordingly. On or about December 19, 2003, Krutonog and Hybrid entered into a written contract for Krutonog's



for, *inter alia*, per-episode compensation payable to Krutonog/Pivot Point and a percentage of gross income from various forms of exploitation, including home video and other syndication. Pursuant to the Contract, Krutonog/Pivot Point are entitled to such compensation for the life of the Program. Pursuant to the Contract, Krutonog/Pivot Point are entitled to quarterly accountings for home video, syndication, and other sources of revenue, and payment of their percentage of gross. Pursuant to the Contract, the prevailing party in this litigation is entitled to recover legal fees. Pursuant to the Contract, the parties agreed that the Courts of New York, N.Y. shall be the exclusive venue for this litigation.

12. Plaintiff and Krutonog have performed all of their obligations under the Contract except those waived or rendered impossible to perform by the Defendants. Krutonog and Pivot Point have tendered further services under the Contract, and are ready, willing and able to render such services if and when requested to do so.

13. Within the past four years, Defendants have breached the Contract by, *inter alia*, the following:

a. Failing and refusing to pay Krutonog's salary for the fourth, fifth and any later seasons of the Program, in an amount not presently known but believed to be in excess of \$800,000, plus additional salary which comes due each time a new episode is produced, said claim being potentially in excess of

\$4,500,000 if the series continues for several additional seasons;

b. Failing to render accountings to Plaintiffs for home video, syndication, and other areas of exploitation of the Program;

c. Failing to pay Plaintiffs monies due from home video, syndication, and other sources of revenue, in an amount which could presently exceed \$500,000, and for additional sums which come due as further gross revenues are received;

d. Failing to restrain the abusive, violent and outrageous conduct of co-workers, including (but not limited to), episodes of psychotic behavior by Alice Barmore Smith (aka Mrs. Beth Chapman) and "Dog" Chapman, during production of the Program; allowing Barmore-Smith to engage in a pattern of outrageous verbal abuse directed at Plaintiff, subjecting Plaintiff to an intolerable and hostile workplace; and

e. Allowing, encouraging, aiding and abetting "Dog" Chapman and Alice Barmore-Smith in excluding Plaintiff from tapings of the Program through the use of self-help.

14. Plaintiff is entitled to damages for breach of Contract in an amount according to proof, potentially in excess of \$4,000,000, but in no event less than \$800,000 plus damages still being accrued, plus prejudgment interest thereon, and costs of suit incurred herein, including attorney fees.

**Second Cause of Action**

**(Promissory Fraud-by all Plaintiffs against all Defendants)**

15. Plaintiffs hereby incorporate by reference paragraphs 1 through 14 of this Complaint, as though fully alleged herein.

16. To induce Plaintiff to release his exclusive rights to produce the Program and exclusive ownership of the Program, Defendant Houts, on his own behalf and on behalf of all the entity defendants, falsely promised Plaintiffs that Krutonog would receive a substantial salary as co-executive producer of the Program for the life of the Program. Defendants also falsely promised Plaintiffs a percentage of gross revenue from, inter alia, home video and syndication. The entity Defendants repeated these false promises in the written Contract. Plaintiff reasonably relied on Houts' false promise, and the false promises contained in the written Contract, and based thereon was induced to enter into the Contract, release his exclusive rights under the agreement with "Dog" Chapman, and render extensive services as co-executive producer and creator of the Program.

17. The promises were false, in that Defendants, and each of them, never intended to perform their contractual promises. Instead, Defendants intended their false promise to induce Plaintiff to give up his exclusive rights to the Program, and render extensive services developing and creating the Program, but they never intended to pay Plaintiff's salary for the life of the

Program and they never intended to pay Plaintiff his share of gross revenue. With respect to the false promise that Defendants would render quarterly accountings to Plaintiff and promptly pay Plaintiff his share of gross revenue from home video and syndication, Defendants have never rendered a single accounting, and they have never paid a penny from gross revenues, even though substantial gross monies have been received for the past year, or more, and substantial payments are due. Plaintiff has specifically and repeatedly requested an accounting and payment and Defendants have simply ignored Plaintiff's requests for an accounting.

18. As a result of Defendants' promissory fraud, Plaintiffs have been damaged in an amount not yet known but in excess of \$5,000,000. In committing the fraud alleged hereinabove, Defendants, and each of them, conspired together to act despicably, oppressively, fraudulently, and with a reckless disregard for Plaintiffs' rights. Accordingly, Defendants should be required to pay punitive damages to Plaintiffs, in an amount according to proof.

#### Third Cause of Action

**(Declaratory Relief-by Plaintiffs against Defendants Hybrid, D&D and A&E)**

19. Plaintiffs hereby incorporate by reference paragraphs 1 through 18 of this Complaint, as though fully alleged herein.

20. Defendants assert that they are justified in refusing to account to Plaintiffs and refusing to pay Plaintiffs' salary based on alleged violation by


Plaintiffs of the California Talent Agencies Act (TAA). An actual controversy exists, in that Plaintiffs contend that said Defendants are obligated to perform under the Contract, whereas Defendants contend that they are excused from performance by the TAA. A justiciable controversy exists, and Plaintiffs are entitled to a declaration and determination that Defendants are not excused from performing their duties under the Contract based on the TAA.

**WHEREFORE**, Plaintiff prays for damages as follows:

1. For compensatory damages in an amount according to proof, in excess of \$5,000,000;
2. For prejudgment interest on all amounts due and unpaid under the Contract;
3. For punitive damages, in an amount according to proof but not less than nine times compensatory damages;
4. For costs of suit incurred herein, including attorney fees, pursuant to the Contract; and
5. For such other, and further, relief as this Honorable Court may determine are just and due.

Dated: May 16, 2008

**SCHLEIMER & FREUNDLICH LLP**

  
KENNETH D. FREUNDLICH, Attorneys  
for Plaintiffs Boris Krutonog and  
Pivot Point Entertainment LLC

**Certification Pursuant to 22 NYCRR Section 130-1.1A**

Kenneth D. Freundlich, an attorney duly licensed to practice law in the State of New York, upon penalty of perjury, hereby certifies as follows:

Pursuant to Section 130-1.1a of the Rules of the Chief Administrator, the undersigned certifies that to the best of his knowledge, information and belief, the instant action is not frivolous as defined by 22 NYCRR Section 130-1.1c.

Executed at Beverly Hills, California, on May 15, 2008

  
Kenneth D. Freundlich

00123456789

Index No.

Year 2008

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Pivot Point Entertainment, LLC, a California limited liability company; and  
Boris Krutonog, an individual

Plaintiffs,

-against-

Hybrid Films, Inc., a corporation; D&D Television Productions, Inc., a corporation;  
A&E Television Networks, a purported joint venture; and  
David Houts, an individual,

Defendants.

SUMMONS AND COMPLAINT

BEIGELMAN, FELDMAN & ASSOCIATES, P.C.

Attorneys for Plaintiffs

100 WALL STREET, 23<sup>RD</sup> FLOOR  
NEW YORK, NEW YORK 10005  
(212) 230-1300

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: May 16, 2008

Signature.....  
T. Michael Wickersham

Service of a copy of the within is hereby admitted.

Dated: .....  
Attorney(s) for

PLEASE TAKE NOTICE

that the within is a (certified) true copy of a  
NOTICE OF ENTRY entered in the office of the clerk of the within named Court on 20

that an Order of which the within is a true copy will be presented for settlement to the  
NOTICE OF SETTLEMENT Hon. one of the judges of the within named Court,  
at  
on 20, at M.

Dated:

BEIGELMAN, FELDMAN & ASSOCIATES, P.C.  
Attorneys for Plaintiff  
100 WALL STREET, 23<sup>RD</sup> FLOOR  
NEW YORK, NEW YORK 10005

2008/05/16

**FILED**  
LOS ANGELES SUPERIOR COURT CM-010  
FOR COURT USE ONLY

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address):  
**MARTIN D. SINGER**  
**PAUL N. SORRELL (BAR NO. 126346**  
**LAVELY & SINGER PROFESSIONAL CORPORATION**  
**2049 Century Park East, Suite 2400**  
**Los Angeles, California 90067-2906**  
 TELEPHONE NO.: T: 310-556-350 FAX NO.: F: 310-556-3615  
 ATTORNEY FOR (Name): **Plaintiffs**

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

CASE NAME: **CHAPMAN, et al. v. KRUTONOG, et al.**

DEC 1 - 2008  
 JOHN CLARKE, CLERK  
 BY MARY GARCIA, DEPUTY

**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: **BC402849**  
 JUDGE:  
 DEPT:

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

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

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) <p><b>Non-PIP/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/WD tort (35) <p><b>Employment</b></p> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (36) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p><b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.409-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a.  Large number of separately represented parties d.  Large number of witnesses  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c.  Substantial amount of documentary evidence 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): **Two**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **December 01, 2008**  
**MARTIN D. SINGER**

*Martin D. Singer*  
 (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.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**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 P/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

SHORT TITLE: CHAPMAN, et al. v. KRUTONOG, et al.

CASE NUMBER

BC402849

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.

ORIGINAL

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 4 [ ] 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.

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort
Non-Personal Injury/Property Damage/Wrongful Death Tort

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  
 Unlawful Detainer  
 Judicial Review

SHORT TITLE: **CHAPMAN, et al. v. KRUTONOG, et al.** CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <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 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: <b>CHAPMAN, et al. v. KRUTONOG, et al.</b>	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review (cont.)	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.
Provisionally Complex Litigation	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	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., 8. 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	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	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: CHAPMAN, et al. v. KRUTONOG, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<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.			2934-1/2 Beverly Glen Circle, #335
CITY: Los Angeles	STATE: CA	ZIP CODE: 90077	

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

Dated: December 01, 2008

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 MARTIN D. SINGER

**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.