

OCT 14 2010

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John A. Clarke, Executive Officer/Clerk
BY Shaunya Wesley, Deputy

*AB 017
90026*

5 Attorneys for Plaintiffs, DUANE "DOG" CHAPMAN; ALICE ELIZABETH CHAPMAN;
6 LELAND CHAPMAN; TIM CHAPMAN; DUANE LEE CHAPMAN and
7 DOG TBH CORPORATION, a California Corporation

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

10 BC 447476

11 DUANE "DOG" CHAPMAN;
12 ALICE ELIZABETH CHAPMAN;
13 LELAND CHAPMAN;
14 TIM CHAPMAN;
15 DUANE LEE CHAPMAN and
16 DOG TBH CORPORATION, a California
17 Corporation,

) CASE NO.:
) ASSIGNED FOR ALL PURPOSES:

18 Plaintiffs,

19 vs.

) COMPLAINT FOR DAMAGES FOR:
) 1. LEGAL MALPRACTICE;
) 2. BREACH OF FIDUCIARY DUTY.

20 MYMAN, ABELL, FINEMAN,
21 GREENSPAN & LIGHT, LLP aka MYMAN,
22 FINEMAN, GREENSPAN, FOX & LIGHT,
23 LLP, a California Limited Liability
24 Partnership; LESLIE N. ABELL and DOES 1
25 to 50, Inclusive,

26 Defendants.

27 COMES NOW, Plaintiffs DUANE "DOG" CHAPMAN, ALICE ELIZABETH
28 CHAPMAN, LELAND CHAPMAN, TIM CHAPMAN, DUANE LEE CHAPMAN and
29 TBH CORPORATION, a California Corporation, and for causes of action against
30 and each of them, hereby allege as follows:

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32 ///
33 ///

CIT/CASE: BC497476 LEA/DEF#:
REC'D PT #: CCH465780113
DA PA1 10/14/10 04:28:49 PM
PAYMENT: \$355.00
RECEIVED: 0310
C/CK: 355.00
C/SH:
C/NGE:
C/50:

D52 Susan B. Pearson

10/14/10

1 GENERAL ALLEGATIONS

2 1. At all times herein mentioned, Plaintiffs DUANE "DOG" CHAPMAN, ALICE
3 ELIZABETH CHAPMAN, LELAND CHAPMAN, TIM CHAPMAN, AND DUANE LEE
4 CHAPMAN, were and are individuals and residents of the State of Hawaii.

5 2. At all times herein mentioned, Plaintiff DOG TBH CORPORATION, was and is a
6 corporation duly organized and existing under the laws of the State of California, with a principal
7 place of business in the City of Los Angeles, State of California.

8 3. At all times herein mentioned, Defendant MYMAN, ABELL, FINEMAN,
9 GREENSPAN & LIGHT LLP aka MYMAN, FINEMAN, GREENSPAN, FOX, & LIGHT, LLP
10 ("MAFGL") was and is a California Limited Liability Partnership organized and existing under
11 the laws of the State of California, duly registered with the California State Bar, with a principal
12 place of business in the City and County of Los Angeles, State of California.

13 4. At all times herein mentioned, Defendant LESLIE ABELL ("ABELL") was and is
14 an individual and a resident of the City and County of Los Angeles, State of California, and an
15 attorney duly licensed by the State Bar of California.

16 5. Plaintiffs are presently ignorant of the true names and capacities of the Defendants
17 sued herein as DOES 1 to 50, and therefore sues these Defendants by such fictitious names.
18 Plaintiffs will amend this Complaint to allege the true names and capacities when that
19 information is ascertained. Plaintiffs are informed and believe and, based on that information
20 and belief, allege that each such fictitiously named Defendant is legally responsible in some
21 manner for the occurrences alleged herein, and that Plaintiffs' injuries and damages were
22 proximately caused by each such Defendant's actions.

23 6. Plaintiffs are informed and believe and, based on this information and belief,
24 allege that Defendants, and each of them, were the agents, servants and employees of their co-
25 Defendants, and in doing the things herein alleged were acting within the course, scope, purpose,
26 and authority of such agency and employment with the full knowledge, permission and consent
27 of each of their co-Defendants, and that the actions of each of the individual Defendants was
28 ratified and approved by managing agents of their co-Defendants.

1 11. In or about October, 1999, pursuant to the terms of their retention by Plaintiffs,
2 and each of them, Defendants, and each of them, began the process of negotiating and preparing
3 contracts and transactional documents as to which Plaintiffs, and each of them, were parties,
4 which included provisions for illegal payment of commissions and royalties to Boris Krutonog
5 out of proceeds earned by Plaintiffs, and each of them, in connection with certain artistic services
6 furnished by Plaintiffs. Such contracts and transactional documents included, but were not
7 limited to, those relating to the creation, development and formation of what ultimately became
8 the acclaimed A&E reality television series, "Dog the Bounty Hunter."

9 12. At the time Defendants, and each of them, were retained by Plaintiffs, and each of
10 them, as alleged hereinabove, Defendants, and each of them, were also simultaneously retained
11 by Boris Krutonog ("Krutonog") for the purposes of negotiating and protecting Krutonog's
12 interests in securing illegal compensation, commissions and royalties arising from the
13 performance of the aforementioned artistic and talent-related services furnished by Plaintiffs.

14 13. On or about October 1, 1999, pursuant to California Rules of Professional
15 Conduct, Rule 3-310, Defendants, and each of them, prepared an alleged written conflict waiver
16 letter for execution by Plaintiff Duane "Dog" Chapman, and Krutonog, a true and correct copy of
17 which is attached hereto as Exhibit 1. Based on the oral and written representations made by the
18 Defendants at that time, Plaintiff Duane "Dog" Chapman and Krutonog both executed the written
19 conflict waiver on or about October 1, 1999.

20 14. Plaintiffs are informed and believe, and thereon allege, that at all times before,
21 during and since the retention by Plaintiffs of the Defendants, as alleged hereinabove,
22 Defendants, and each of them, knew and were fully aware of the California Talent Agencies Act
23 ("TAA"), Labor Code §1700, *et seq.* Pursuant to the TAA, no person may carry on the
24 occupation of a talent agent without first procuring a license from the California Labor
25 Commissioner. Labor Code §1700.5. Plaintiffs allege that, unbeknownst to them, Defendants,
26 and each of them, had begun to specialize in TAA cases and TAA-related legal work as early as
27 1982, that they had repeatedly furnished legal advice to other clients with respect to matters in
28 which the TAA applied, that they had furnished legal advice to clients in the past as to the

1 meaning and applicability of the TAA, and that they had represented licensed talent agents in the
2 past, one of whom they still represent and have represented for approximately seven years.

3 15. At all times before, during and since Plaintiffs initially retained the Defendants,
4 and each of them, Defendants, and each of them, knew and were fully aware that the services
5 being performed by Krutonog on Plaintiffs' behalf, which were the subject of the negotiations
6 and drafting of contracts, agreements and transactional documents by said Defendants on
7 Plaintiffs' behalf, required that Krutonog possess a Talent Agent's License issued by the Labor
8 Commissioner.

9 16. At all times before, during, and since Plaintiffs initially retained the Defendants,
10 and each of them, Defendants, and each of them, knew and were fully aware that Krutonog did
11 not possess and had never possessed a Talent Agent's License, and that as a result each and every
12 one of the contracts, agreements and transactional documents negotiated, drafted and prepared by
13 said Defendants on Plaintiffs' behalf purporting to pay and confer upon Krutonog compensation,
14 commissions and royalties from Plaintiffs' artistic and talent-related services, were illegal,
15 improper, unenforceable and void ab initio, as a matter of law.

16 17. At all times before, during, and since Plaintiffs initially retained the Defendants,
17 and each of them, Defendants, and each of them, knew and were fully aware that because
18 Krutonog did not possess and had never possessed a Talent Agent's License, as was required by
19 law, the contracts, agreements, and transactional documents negotiated and drafted by the
20 Defendants, and each of them, were secretly requiring and compelling Plaintiffs, and each of
21 them, to pay substantial sums of their monies illegally to Krutonog as an unlicensed Talent
22 Agent, pursuant to illegal, improper, unenforceable and void ab initio as a matter of law,
23 contracts, agreements and transactional documents which were negotiated, drafted and prepared
24 by Defendants.

25 18. As attorneys and fiduciaries for Plaintiffs, and each of them, Defendants, and each
26 of them, were duty bound to disclose to Plaintiffs that Krutonog was required to have been a
27 licensed talent agent, that Krutonog did not possess a Talent Agent's License as California law
28 required, and that each and every one of the contracts, agreements and transactional documents

1 negotiated and drafted by the Defendants, and each of them, prescribing Plaintiffs' payment of
2 their monies to Krutonog, was illegal, improper and unenforceable as a matter of law under the
3 TAA.

4 19. At no time prior to presenting the alleged written conflict waiver (**Exhibit 1**) for
5 execution by Plaintiff Duane "Dog" Chapman, did Defendants, and each of them, ever disclose
6 to Plaintiffs the existence of the TAA, its significance, that Krutonog lacked a TAA License, that
7 California law required that Krutonog possess a valid license under the TAA, in order to perform
8 the services for which Defendants had arranged his compensation by Plaintiffs, by and through
9 the contracts, agreements and transactional documents which were negotiated and drafted by the
10 Defendants, and each of them, on Plaintiffs' behalf, and/or that each of the contracts, agreements,
11 and transactional documents to be negotiated and drafted by the Defendants, and each of them,
12 on Plaintiffs' behalf providing for Krutonog's receipt of compensation, were unlawful,
13 unenforceable, and void ab initio, and that Plaintiffs' payments to Krutonog were illegal and
14 improper and a violation of the TAA. As a result of these failures by the Defendants to disclose
15 such aforementioned material facts, Plaintiff Duane "Dog" Chapman was induced to execute the
16 alleged conflict waiver without full disclosure of all facts necessary to be properly informed and
17 knowing and intelligently execute such alleged conflict waiver.

18 20. In engaging in the foregoing acts and omissions, Defendants, and each of them,
19 failed to exercise reasonable care and skill in performing their aforementioned legal services for
20 Plaintiffs, in that they, as fiduciaries of the Plaintiffs, failed to disclose to Plaintiffs the existence
21 of the TAA, and Krutonog's lack of licensure as mandated by the TAA, that as a result of
22 Krutonog's lack of licensure under the TAA, the contracts, agreements and transactional
23 documents drafted by Defendants, and each of them, for Plaintiffs were illegal, void and
24 unenforceable, that Plaintiffs' payment of commissions and royalties to Krutonog as provided
25 pursuant to those contracts, agreements and transactional documents negotiated and drafted by
26 Defendants, and each of them, were illegal, improper and unenforceable.

27 21. Plaintiffs further allege that in committing the acts and omissions referenced
28 above, Defendants, and each of them, violated Rules of Professional Conduct Rule 3-210, in that

1 they advocated and advised Plaintiffs' violation of the TAA, and Rule of Professional Conduct
2 Rule 3-310, in that they failed fully to disclose all material facts to Plaintiff Duane "Dog"
3 Chapman in order to secure his execution of the alleged waiver of conflict thereunder, and that
4 the conflict on the part of the Defendants, and each of them, was further not waiveable as a
5 matter of law.

6 22. Plaintiffs did not terminate their continuing legal representation by the Defendants
7 until on or about October 21, 2009.

8 23. As a direct and legal result of the aforementioned breaches by the Defendants, and
9 each of them, of the applicable standard of care, Plaintiffs have suffered damages in the form of
10 substantial sums of commissions and royalties they paid illegally to Krutonog and for legal fees
11 paid to the Defendants for legal services regarding the negotiation and preparation of illegal and
12 unenforceable contracts, agreements and transactional documents.

13 24. Had Defendants, and each of them, exercised the proper skill and care in the
14 foregoing matters, Plaintiffs would not have lost substantial sums of commissions and royalties
15 they paid illegally to Krutonog and for legal fees paid to the Defendants for legal services
16 regarding the negotiation and preparation of illegal, improper and unenforceable contracts,
17 agreements and transactional documents.

18 25. The total amount of such damages is presently unknown to Plaintiffs, but
19 presently exceeds the minimum subject matter jurisdiction of this Court and will be shown
20 according to proof at the time of trial.

21 **SECOND CAUSE OF ACTION**

22 **(Breach of Fiduciary Duty as Against All Defendants)**

23 26. Plaintiffs reallege and incorporate by reference, each of their allegations of
24 Paragraphs 1 through 25 of the First Cause of Action, above, as though fully set forth herein.

25 27. At all times herein mention, as attorneys and counselors at law for the Plaintiffs,
26 Defendants, and each of them, owed an undivided duty of loyalty, integrity, confidence, and trust
27 to the Plaintiffs, and each of them, and were duty bound to disclose to Plaintiffs all material facts
28 pertaining to the decision making by the Plaintiffs, in negotiating and entering into each of the

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1 contracts, agreements and transactional documents negotiated and drafted by the Defendants, and
2 each of them.

3 28. Plaintiffs further allege that the concealment by the Defendants, and each of them,
4 of the facts that, *inter alia*: (1) Krutonog did not possess and had never possessed a Talent
5 Agent's License, as was required by law; (2) that the contracts, agreements and transactional
6 documents negotiated and drafted by the Defendants, and each of them, required and compelled
7 Plaintiffs, and each of them, to pay substantial sums of their monies illegally to Krutonog, as an
8 unlicensed Talent Agent pursuant to contracts, agreements and transactional documents which
9 were illegal, improper and unenforceable and void ab initio as a matter of law; were highly
10 material to Plaintiffs' decision making relating to such contracts, agreements and transactional
11 documents.

12 29. In engaging in the foregoing acts and omissions, including failing to disclose and
13 concealing from Plaintiffs the facts that, *inter alia*: (1) Krutonog did not possess and had never
14 possessed a Talent Agent's License, as was required by law; (2) that the contracts, agreements,
15 and transactional documents negotiated and drafted by the Defendants, and each of them,
16 required and compelled Plaintiffs, and each of them, to pay substantial sums of their monies
17 illegally to Krutonog, as an unlicensed Talent Agent pursuant to contracts, agreements and
18 transactional documents which were illegal, improper and unenforceable and void ab initio as a
19 matter of law. Defendants, and each of them, materially breached their fiduciary duties to the
20 Plaintiffs.

21 30. As a direct and legal result of the aforementioned breaches by the Defendants, and
22 each of them, of their fiduciary duties to Plaintiffs, Plaintiffs have suffered damages in the form
23 of substantial sums of commissions and royalties they paid illegally to Krutonog, and for legal
24 fees paid to the Defendants for legal services regarding the negotiation and preparation of illegal,
25 improper and unenforceable contracts, agreements and transactional documents.

26 31. Had Defendants, and each of them, not breached their fiduciary duties as alleged
27 hereinabove, Plaintiffs would not have lost substantial sums of commissions and royalties they
28 paid illegally to Krutonog, and for legal fees paid to the Defendants for legal services regarding

1 the negotiation and preparation of illegal, improper and unenforceable contracts, agreements and
2 transactional documents.

3 32. The total amount of such damages is presently unknown to Plaintiffs, but
4 presently exceeds the minimum subject matter jurisdiction of this Court and will be shown
5 according to proof at the time of trial.

6 33. Plaintiffs further allege that the Defendants' concealments as alleged hereinabove,
7 upon which deceptions Plaintiffs, and each of them, reasonably relied, were willful and
8 intentional, and intended to deceive Plaintiffs into continuing to engage in illegal business with
9 Krutonog, which was highly profitable to the Defendants, and for the purposes of taking
10 Plaintiffs' money from them under false pretenses. Accordingly, Plaintiffs also hereby seek an
11 award of punitive and exemplary damage as against the Defendants, and each of them, to punish
12 and deter such conduct in the future.

13 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
14 follows:

15 **PRAYER**

16 **FOR THE FIRST AND SECOND CAUSES OF ACTION**

- 17 1. For compensatory damages in a sum exceeding the minimum subject matter
18 jurisdiction of this Court according to proof at the time of trial;
- 19 2. For special damages in a sum exceeding the minimum subject matter jurisdiction
20 of this Court according to proof at the time of trial;
- 21 3. For interest as may be permitted by law, including Civil Code §3291;
- 22 4. For costs of suit herein; and
- 23 5. For such other and further legal and/or equitable relief as this Court may deem
24 proper and just.

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27 ///

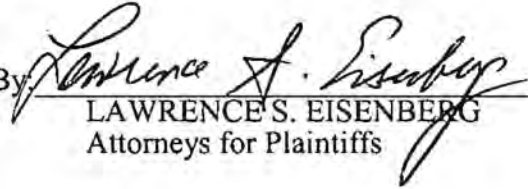
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1 FOR THE SECOND CAUSE OF ACTION ONLY

2 1. For punitive and exemplary damages according to proof.

3 DATE: October 14, 2010

EISENBERG & ASSOCIATES, APC

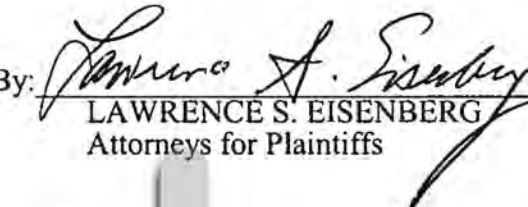
4
5 By: 
6 LAWRENCE S. EISENBERG
7 Attorneys for Plaintiffs

8 DEMAND FOR JURY TRIAL

9 Plaintiffs hereby demand a trial by jury, pursuant to C.C.P. §631.

10 DATE: October 14, 2010

EISENBERG & ASSOCIATES, APC

11
12 By: 
13 LAWRENCE S. EISENBERG
14 Attorneys for Plaintiffs

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Tuesday, October 05, 1999 1:28 PM

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10/01/99 11:53 FAX 310 207 2400

LAW OFF. W.A.F.C

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Boris Krutopog

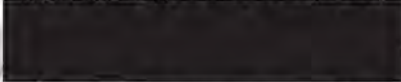


Duane Dog Chapman



As of October 1, 1999

Myman, Abell, Fineman & Greenspan, LLP



Re: Vin Di Bona Productions and CBS Films
Legal Representation of Adverse Interests

Gentlemen:

We each understand that the law firm of Myman, Abell, Fineman & Greenspan ("MAF&G") has represented and continues to represent Boris Krutopog ("Boris") and Duane Dog Chapman ("Dog") in connection with various matters relating to our respective activities in the entertainment industry. (Boris and Dog are sometimes referred to together herein as "we" or "us"). We have each asked that you represent our respective interests in connection with the Vin Di Bona Project and CBS Project (collectively the "Project"). We understand that our activities in connection with the Project may be memorialized in one or more agreements (collectively and individually, the "Agreement") to be prepared for us.

Boris and Dog hereby acknowledge that each of us has agreed that you will represent each of our respective interests in connection with the Agreement and the Project. Boris and Dog understand and agree that our respective interests in connection with such Agreement may be in conflict. Because you are familiar with our respective affairs, you are necessarily in possession of confidential information about each of us which would not otherwise be available to the other, and, as in all transactions of this kind, we are aware that the parties' respective financial interests and objectives will from time to time be adverse. You have advised us of the provisions of Rule 3-310 of the California Rules of Professional Conduct, a copy of which is attached to this letter. Pursuant to said Rule, you are not permitted to represent conflicting interests, except with the written consent of all parties concerned.

You have also advised us of the following provisions of the California Evidence Code, Section 962 relating to the attorney-client privilege:

CHLAW (M) Changes General Counsel to 883099.doc
10/05/99 11:53

MYMAN_000275

OCT 05 '99 04:51PM LHM OFF M.A.F.C. (310) 826-8313

P.2

01/14/01

Tuesday, October 05, 1999 1:28 PM

Colorado Pipeline 303-2740748

p.02

10-01/99 12:54 FAX 310 287 2888

LAW OFF. R.A.F.C

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"Where two or more clients have retained or consulted a lawyer upon a matter of common interest, none of them, nor the successor in interest of any of them, may claim a privilege under this article as to a communication made in the course of that relationship when such communication is offered in a civil proceeding between one of such clients (or his successor in interest) and another of such clients (or his successor in interest)."

We hereby acknowledge that you have fully disclosed to each of us all relevant circumstances and have advised each of us of any actual or reasonably foreseeable effect of such circumstances upon such simultaneous representation. Notwithstanding any actual or reasonably foreseeable conflict of interest between us, we hereby agree and consent to your simultaneous representation of each of us in connection with our respective interests in the Agreement and the Project. We further acknowledge and agree that you shall continue to represent the separate interests of each of us in other matters not connected with the Agreement or the Project.

We each hereby acknowledge and agree that at no time will your joint representation of us be construed, claimed or deemed to be a breach of a fiduciary relationship, a conflict of interest or a violation of any other obligation to either or both of us. We each agree that at no time shall either or both of us claim or contend that you should be or are disqualified from representing either or both of us solely because of your simultaneous representation of either or both of us in connection with the Agreement or the Project or your representation of either or both of us in any other matter, related or unrelated. We also acknowledge that you have informed us and we understand that if there should be litigation between us with respect to the Project or otherwise, you would be disqualified from representing any of us in connection with such litigation, and that if any attorney associated with MAP&O is called on to testify in such litigation, such attorney may not be able to assert the attorney-client privilege. Notwithstanding the foregoing, if at any time either or both of us should wish to terminate your representation of either or both of us in any matter, such termination may be effected by and shall be effective upon delivery to you of such notice of such termination in writing at the above address, but any such termination shall not affect any of our joint and several obligations to pay to you any and all fees due you for services rendered and costs, disbursements and other reimbursements due to you in connection with the Agreement or the Project or any other representation of us prior to the time of such termination.

Very truly yours,

Boris Antonov
BORIS ANTONOV

Duane Doug Chapman
DUANE DOUG CHAPMAN

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September 26, 1999

MYMAN_000276

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Lawrence S. Eisenberg, Esq. SBN 114120
 Law Offices of
 Eisenberg & Associates, APC
 9210 Irvine Center Drive
 Irvine, CA 92620
 TELEPHONE NO.: (949) 753-1500 FAX NO.: (949) 753-1516
 ATTORNEY FOR (Name): Plaintiffs Duane "Dog" Chapman, et al.

FOR COURT USE ONLY

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

OCT 14 2010

John A. Clark, Executive Officer/Clerk
 BY Shaunna Wesley Deputy

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

CASE NAME: Duane "Dog" Chapman, et al. v. Myman, Abell, Fineman, Greenspan & Light, LLP, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

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

CASE NUMBER: **BC447476**
 JUDGE: Yvette Palazuelos
 DEPT: 28

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>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</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 checked="" type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | <p>Contract</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>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</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>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</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>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. 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 (2)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: October 14, 2010
 Lawrence S. Eisenberg, Esq. SBN 114120
 (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.

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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| SHORT TITLE: Chapman, et al. v. Myman, Abell, Pineman, et al. | CASE NUMBER |
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7-10 HOURS/ DAYS

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

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

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

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

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

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

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

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|--|--|--|
| Auto Tort | Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/Property Damage/Wrongful Death Tort | Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage | 2. |
| | | <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. |
| | Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (46) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons | 1., 2., 4. |
| | | <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 2., 4. |
| Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) | 1., 2., 4. | |
| | <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) | 1., 2., 4. | |
| | <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress | 1., 2., 3. | |
| | <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. | |
| Non-Personal Injury/Property Damage/Wrongful Death Tort | Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 2., 3. |
| | Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. |
| | Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. |
| | Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |

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

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

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| SHORT TITLE: Chapman, et al. v. Myman, Abell, Fineman, 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 checked="" 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. |

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| SHORT TITLE: Chapman, et al. v. Myman, Abell, Fineman, et al. | CASE NUMBER |
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Judicial Review (Cont'd.)
Provisionally Complex Litigation
Enforcement of Judgment
Miscellaneous Civil Complaints
Miscellaneous Civil Petitions

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

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| SHORT TITLE: Chapman, et al. v. Myman, Abell, Fineman, 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: [REDACTED] |
| <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. | | |
| CITY: Los Angeles | STATE: CA | ZIP CODE: 90025 |

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)). **A related case has been assigned to Judge Yvette Palazuelos in Dept. 28 of the Central District.**

Dated: October 14, 2010

Lawrence A. Eisberg
(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form PL-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.

10/14/10