

150 John S. Wesley Jr

90211  
6028

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

MAY 04 2011

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

1 BRYAN J. FREEDMAN (SBN 151990)  
2 BRIAN E. TURNAUER (SBN 214768)  
3 FREEDMAN & TAITELMAN, LLP  
1901 Avenue of the Stars, Suite 500  
Los Angeles, CA 90067

4 [Redacted]  
5 E-mail: [Redacted]

6 Attorneys for Plaintiff The Collective Management Group, LLC  
7 dba The Collective

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

BC 460936

13 THE COLLECTIVE MANAGEMENT )  
14 GROUP, LLC, a California limited liability )  
15 company doing business as THE )  
16 COLLECTIVE, )

Case No.:  
**COMPLAINT FOR:**  
1. **BREACH OF ORAL CONTRACT**  
2. **QUANTUM MERUIT**  
3. **DECLARATORY RELIEF**  
4. **ACCOUNTING**

16 vs. Plaintiff,

17 RICK GOMEZ, an individual; SUSPICIOUS )  
18 PIG, INC., a Delaware Corporation; and )  
19 DOES 1 through 50, inclusive. )

20 Defendants. )

22 Plaintiff The Collective Management Group, LLC, doing business as The Collective Management Group, LLC, ("The Collective" or "Plaintiff") complains against Defendants Rick Gomez, an individual ("Gomez"); Suspicious Pig, Inc., a Delaware Corporation ("SP"); and DOES 1-50 (collectively referred herein as "Defendants"), as follows:

CLERK'S OFFICE  
RECEIVED: 05/04/11 12:54:33 PM  
DATE FILED: 5/4/11 12:54:33 PM  
FEE: \$31.00  
RECEIVED: 0310

05/04/11



1 co-conspirator or aider and abettor. Plaintiff will seek leave of this Court to amend this  
2 Complaint to allege the true names and capacities of such defendants when the same have been  
3 ascertained.

4 5. Plaintiff alleges on information and belief that Defendants at all times relative to  
5 this action, were the agents, servants, partners, joint venturers and employees of each of the other  
6 Defendants and, in doing the acts alleged herein, were acting with the knowledge and consent of  
7 each of the other Defendants in this action.

8 6. This Court is the proper court for trial of this matter because the oral agreement  
9 which is the subject of this matter was entered into in the county of Los Angeles. Further, the  
10 parties obligations to each other under the oral agreement were incurred and to be performed in  
11 Los Angeles County, California.

12 **FIRST CAUSE OF ACTION**

13 **(For Breach of Oral Contract against all Defendants)**

14 7. Plaintiff re-alleges herein by this reference each and every allegation contained in  
15 paragraphs numbers 1 through 6 of this Complaint as if set forth fully herein.

16 8. In or about 2005, Plaintiff on the one hand, and Gomez and SP on the other hand,  
17 entered into a standard oral management agreement, pursuant to which Plaintiff acted as  
18 Gomez's principal talent manager on all existing and new projects (the "Management  
19 Agreement").

20 9. Pursuant to the Management Agreement, Plaintiff performed standard talent  
21 management services on a daily basis, including without limitation, managing, developing and  
22 organizing every facet of Gomez's career and advising him on career strategies and guiding him  
23 on appropriate steps to establish and further his career in the entertainment industry. Plaintiff,  
24 however, did not participate in procuring or negotiating employment on behalf of Gomez or SP.  
25 Rather, Gomez's talent agent exclusively conducted negotiations on Gomez's behalf for his  
26 employment in the entertainment industry.

85/04/11

27  
28

1           10.     In exchange for Plaintiff's services, Gomez and SP agreed to pay Plaintiff a 10%  
2 commission on any and all sums or any other consideration received by Gomez and SP, with  
3 respect to all engagements of his services on any project entered into or negotiated while  
4 Plaintiff was Gomez's manager. In other words, Plaintiff is entitled to 10% of all compensation  
5 Gomez and SP receives for the duration of any employment that began while Plaintiff was  
6 Gomez's talent manager, regardless of whether Gomez or SP receives the money or performs the  
7 services before or after Plaintiff's discharge as manager (the "Representation Period"). Such  
8 sums or consideration include any and all monies or compensation of any kind or character  
9 including, but not limited to, guaranteed compensation, contingent compensation and profit  
10 participation obtained on Gomez's behalf.

11           11.     In or around November 2005, during the Representation Period, Gomez's talent  
12 agent conducted exclusive negotiations on Gomez's behalf, and procured employment for  
13 Gomez with Bravo Company ("Bravo") to render voice-over services as the "voice of Bravo" for  
14 Bravo's on-air promotions and promotion packages (the "Bravo Contract"). The Bravo Contract  
15 had a 12-month term with Bravo having six (6) successive, dependent options to engage Gomez  
16 for an additional 12-month period.

17           12.     Plaintiff is informed and believes and on that basis alleges that, in exchange for  
18 providing voice-over services, Gomez agreed, in relevant part, to the following financial terms  
19 under the Bravo Contract: \$330,000 per 12-month term, payable to Gomez in 12 monthly  
20 installments on the 15<sup>th</sup> of each month beginning upon execution of the Bravo Contract.

21           13.     Plaintiff is informed and believes and on that basis alleges that Bravo has  
22 exercised the dependent options of the Bravo Contract each year since the Bravo Contract  
23 became effective. Plaintiff is informed and believes and on that basis alleges that the financial  
24 compensation received by Gomez under the Bravo Contract has increased each year as well.

25           14.     From approximately December 2005 through April 2009, Gomez and SP paid  
26 Plaintiff the 10% commissions from his monthly payment installments arising out of the Bravo  
27 Contract. Then, without reason, in or around May 2009, Gomez and SP stopped paying this 10%

28

1 commission to Plaintiff. At the time Gomez and SP stopped paying the 10% commission to  
2 Plaintiff, they had previously paid commissions to Plaintiff at a rate of \$3,660.25 per month from  
3 compensation they received from the Bravo Contract. Thus, Plaintiff is entitled to commissions,  
4 at the very least, in the amount of \$3,660.25 per month, from May 15, 2009, through to present  
5 in the approximate amount of \$87,846 ( $\$3,660.25 \times 14$  months) and continuing at a rate of no  
6 less than \$3,660.25 per month moving forward until the termination of the Bravo Contract.

7 15. Gomez discharged Plaintiff in or around January 2011.

8 16. Gomez and SP have failed to pay Plaintiff the approximate sum of \$87,846 for its  
9 earned and unpaid 10% commission, to date, based on the compensation Gomez and SP received  
10 under the Bravo Contract. There is now due and owing the past-due sum of \$87,846 for said  
11 commissions owed to Plaintiff by Gomez and SP.

12 17. From on or about May 15, 2009, through the present, Gomez and SP have  
13 repeatedly materially breached, and continue to materially breach, the Management Agreement  
14 by failing and refusing to perform their obligations thereunder, and specifically by not paying  
15 Plaintiff the commissions owed to it based on Gomez's and SP's compensation earned under the  
16 Bravo Contract. Plaintiff has demanded that Gomez and SP fulfill their obligations under the  
17 Management Agreement, but Gomez and SP have failed and refused to fulfill their contractual  
18 obligations, and continue to do so.

19 18. Plaintiff has duly performed all of the conditions, promises and covenants which  
20 the Management Agreement requires it to perform, except those obligations Plaintiff was  
21 prevented or excused from performing.

22 19. As a proximate result of Gomez's and SP's breach of the Management  
23 Agreement, Plaintiff has been damaged, to date, in the amount of \$87,846, representing the  
24 amount of past-due commissions owed to Plaintiff by Gomez and SP for the compensation  
25 Gomez and SP received under the Bravo Contract.

05/04/11

26  
27  
28

1 **SECOND CAUSE OF ACTION**

2 **(For Quantum Meruit against all Defendants)**

3 20. Plaintiff re-alleges herein by this reference each and every allegation contained in  
4 paragraphs numbers 1 through 19 of this Complaint as if set forth fully herein.

5 21. Plaintiff performed talent management services at Gomez's request.

6 22. Gomez and SP knew that Plaintiff was providing talent management services to  
7 Gomez and on Gomez's behalf and, accordingly become indebted to Plaintiff, for the reasonable  
8 value of said talent management services.

9 23. Gomez and SP accepted, used and enjoyed and continue to enjoy, the benefits of  
10 the talent management services provided by Plaintiff. During the Representation Period, Gomez  
11 and SP entered into the Bravo Contract.

12 24. Though Gomez and SP initially paid Plaintiff commissions for compensation  
13 received under the Bravo Contract as a result of the talent management services that they  
14 accepted, used and enjoyed, Gomez and SP have failed and refused to fully compensate Plaintiff  
15 for the full value of the talent management services.

16 25. The fair and reasonable value of commissions now past-due and owing by Gomez  
17 and SP to Plaintiff relating to his performance under the Bravo Contract is the approximate  
18 amount of \$87,846.

19 **THIRD CAUSE OF ACTION**

20 **(For Declaratory against all Defendants)**

21 26. Plaintiff re-alleges herein by this reference each and every allegation contained in  
22 paragraphs numbers 1 through 25 of this Complaint as if set forth fully herein.

23 27. Plaintiff contends that it is entitled to a 10% commission on any and all monies  
24 Gomez and SP continue to receive in connection with the Bravo Contract. Gomez and SP  
25 contend that they do not and will not owe Plaintiff such commissions. Plaintiff further contends  
26 that pursuant to the Management Agreement, Gomez and SP are obligated to pay Plaintiff such  
27 commissions irrespective of the fact that the Management Agreement was terminated.

28



1 **On The First Cause Of Action For Breach of Contract:**

- 2 1. For general damages in a sum in excess of the minimum jurisdiction of the court,  
3 according to proof at trial but not less than \$87,846;  
4 2. For pre-judgment interest at the maximum rate permitted by law;  
5 3. For costs of suit incurred herein; *and*  
6 4. For such other and further relief as the Court may deem just and proper.

7 **On The Second Cause Of Action For Quantum Meruit:**

- 8 1. For general damages in a sum in excess of the minimum jurisdiction of the court,  
9 according to proof at trial but not less than \$87,846;  
10 2. For pre-judgment interest at the maximum rate permitted by law;  
11 3. For costs of suit incurred herein; *and*  
12 4. For such other and further relief as the Court may deem just and proper.

13 **On The Third Cause Of Action For Declaratory Relief:**

- 14 1. For an order declaring that Gomez, SP and Does 1 through 50 are obligated to pay  
15 Plaintiff 10% commissions on all compensation Gomez and SP continue to receive  
16 in connection with the Bravo Contract;  
17 2. For costs of suit incurred herein; *and*  
18 3. For such other and further relief as the Court may deem just and proper.

19 **On The Fourth Cause Of Action For Accounting:**

- 20 1. For an accounting between Plaintiff, Gomez and SP;  
21 2. For payment to Plaintiff of the amount due from Gomez and SP as a result of the  
22 accounting;  
23 3. For pre-judgment interest at the maximum rate permitted by law;  
24 4. For costs of suit incurred herein; *and*  
25 5. For such other and further relief as the Court may deem just and proper.

05/04/11

26  
27  
28

1 **On All Causes Of Action:**

- 2 1. Attorney's fees according to proof.

3  
4 Dated: May 4, 2011

FREEDMAN & TAITELMAN, LLP

5  
6 By



Bryan J. Freedman  
Brian E. Turnauer

7 Attorneys for Plaintiff The Collective Management Group,  
8 LLC dba The Collective



05/04/11

28

FOR COURT USE ONLY

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

Bryan J. Freedman (SBN 151990)  
Freedman & Taitelman, LLP  
1901 Avenue of the Stars, Suite 500  
Los Angeles, CA 90067

TELEPHONE NO:

FAX NO:

ATTORNEY FOR (Name): Plaintiff The Collective Management Group, LLC

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: Stanley Mosk Courthouse

CASE NAME: The Collective Management Group, LLC v. Rick Gomez;  
Suspicious Pig, Inc.

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

MAY 04 2011

John A. Chan, Executive Officer/Clerk

BY Shaunya Wesley Deputy

CASE NUMBER:

BC460936

JUDGE:

DEPT:

**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)

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

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

**Auto Tort**

Auto (22)  
 Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)

**Employment**

Wrongful termination (36)  
 Other employment (15)

**Contract**

Breach of contract/warranty (06)  
 Rule 3.740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)

**Real Property**

Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

**Unlawful Detainer**

Commercial (31)  
 Residential (32)  
 Drugs (38)

**Judicial Review**

Asset forfeiture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)**

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

RICO (27)  
 Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 4. Breach of Oral Contract, Quantum Meruit; Declaratory Relief, and Accounting.

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: May 4, 2011

Bryan J. Freedman

(TYPE OR PRINT NAME)

Freedman & Taitelman, LLP

(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

SHORT TITLE:

The Collective Management Group v. Gomez et al.

CASE NUMBER

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

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

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

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 2  HOURS/  DAYS

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

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

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

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

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

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

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

	<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)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

03/04/11

SHORT TITLE:

The Collective Management Group v. Gomez 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
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., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" 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.
Real Property	Other Real Property (25)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6050 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	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

05/04/11

SHORT TITLE:

The Collective Management Group v. Gomez 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
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

05/04/11

SHORT TITLE: The Collective Management Group v. Gomez et al.	CASE NUMBER
---	-------------

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

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 8383 Wilshire Blvd., Suite 1050
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90211

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

Dated: May 4, 2011

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

05/04/11