

1 4. Plaintiff is informed and believes and thereon alleges that Defendant Brenda
2 Doe hereinafter "Brenda" is an individual and subscriber to Defendant JDate.com under the user
3 name SuperFriendlyGal who resides in Los Angeles County, State of California.

4 5. This Court has jurisdiction over this Complaint because all the Defendants
5 reside or have their principle place of business in the County of Los Angeles, State of California
6 and the events, circumstances and transactions, which are the subject of this action arose and/ or
7 took place in the County of Los Angeles, State of California.

8 5. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
9 as Does 1-50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
10 will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is
11 informed and believes and thereon alleges that each of these fictitiously named Defendants is
12 responsible in some manner for the occurrences herein alleged, and/ or that Plaintiff's damages as
13 herein alleged were proximately caused by their conduct.

14 6. Defendants Spark Networks Plc and Does 1 through twenty five, and each of
15 them, in doing the acts stated hereafter, were the alter ego, co-venturer, licensee, guarantor,
16 invitee, assignee, parent company, subsidiary and or sister-company, agents, servants, partners,
17 officers or employees of each of their co-defendants, and acted with the consent or ratification of
18 each of their co-defendants and within the course and scope of their relationship.

19 7. On or around August 28, 2005, Plaintiff was a paid subscriber to the service
20 provided by Defendant JDate.com which held itself to the public generally and to Plaintiff
21 specifically as the world's largest Jewish singles community, and it expressly represented to the
22 Plaintiff that by paying and subscribing to its services, the plaintiff would find high quality
23 successful Jewish personals without wasting precious time.

24 8. On August 28, 2005, around 10:30 PM, Plaintiff engaged in an online dialogue
25 (real-time chat) with Defendant Brenda, a subscriber to Defendant Spark Networks' website,
26 JDate.com website using the site's instant messenger.

27 9. Defendant Brenda represented herself on JDate's website as a 34 year-old
28 Ashkenazi Jewish female who was never married and who resided in Westwood, California.

10. Throughout the real-time chat, Brenda, made sexual remarks to plaintiff
including but not limited to that she is in love with Persian men; that she likes to stay at home and

1 cook for her man in her lingerie; that she wants a man who is excellent in the bedroom; that she is
2 not playing with him; and that she might have found her man in the Plaintiff. Defendant Brenda
3 also told the Plaintiff that she works for largest lingerie manufacturer in the United States and that
4 the business is owned by her family.

5 11. At no time, Defendant Brenda expressed any displeasure or any intent to
6 discontinue the chat with plaintiff. In fact, at one occasion the plaintiff wanted to end the chat but
7 Defendant apologized and urged him to continue to chat with her.

8 11. At the end of the real time chat, Defendant Brenda insisted that Plaintiff call
9 her, and when he informed her that he was tired and wanted to go to sleep and promised to call
10 the next day, Brenda urged the Plaintiff to call immediately and told him "you said you are an
11 every minute person."

12 12. When Plaintiff finally conceded and promised to call Defendant Brenda, she
13 provided him with a phone number to call at once.

14 13. Plaintiff made the call and received a taunting automated message telling him
15 that he was rejected. The message listed a number of offensive reasons for such rejection such as
16 he could be dump, boring, weirdo, having bad breath or body odor.

17 **FIRST CAUSE OF ACTION AGAINST JDATE.COM, SPARK NETWORKS AND DOES**
18 **ONE THROUGH TWENTY FIVE**
19 **BREACH EXPRESS WARRANTY**

20 14. Plaintiff repeats and realleges paragraphs 1-13 above as if fully set forth herein.

21 15. At all times herein mentioned, on and prior to August 28, 2005, the Defendants,
22 and each of them, utilized advertising media, professional publications and detail persons to urge
23 the use and purchase of a subscription to JDate.com, and expressly warranted to members of the
24 general public, including plaintiff herein, that the said website, was effective, proper and safe for
25 its intended use.

26 16. Plaintiff relied upon the said express warranty representations of the
27 Defendants, in the purchase and use of said subscription to the JDate.com.

28

1 17. The said dating website, was not effective, proper and safe for its intended use
2 as expressly warranted by defendants, and each of them, in that the website was defective, thereby
3 causing serious psychological injury when plaintiff put the website to its use.

4 18. Within reasonable time after discovery that the website was defective and
5 unsafe for its intended use, plaintiff notified defendants of the breach of said express warranty in
6 the manner and form prescribed by law.

7 19. As a proximate result of the breach of the said express warranty, plaintiff
8 sustained the injuries and damages set forth herein.

9 **SECOND CAUSE OF ACTION AGAINST JDATE.COM, SPARK NETWORKS AND**
10 **DOES ONE THROUGH TWENTY FIVE**
11 **BREACH OF IMPLIED WARRANTY**

12
13 20. Plaintiff repeats and realleges paragraphs 1-13 above as if fully set forth herein.

14 21. Prior to August 28, 2005, and prior to the said website being used by plaintiff at
15 the time of the subject incident, the defendants, and each of them, impliedly warranted to
16 members of the general public, including plaintiff, that JDate.com was merchantable quality and
17 safe for the use for which it was intended by the defendants, namely to meet high-quality and
18 successful Jewish singles, and other related activities.

19 22. Plaintiff relied on the skill and judgment of defendants, and each of them, in the
20 selection, purchase and use of the said subscription to the website, JDate.com.

21 23. The said website was not safe for its intended use nor was it of merchantable
22 quality as warranted by defendants, and each of them, in that it was defectively designed and not
23 closely monitored and thus exposing plaintiff to serious psychological injury.

24 24. After plaintiff sustained the injuries complained of herein as a result of the
25 defective condition of the said website, notice was given by plaintiff to defendants, in the time,
26 manner and in the form prescribed by law, of the breach of said implied warranty.

27 25. As a proximate result of the breach of said implied warranty, plaintiff sustained
28 the injuries and damages hereinabove set forth.

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THIRD CAUSE OF ACTION AGAINST JDATE.COM, SPARK NETWORKS AND DOES
ONE THROUGH TWENTY FIVE
NEGLIENT MISREPRESENTATION

26. Plaintiff repeats and realleges paragraphs 1-13 above as if fully set forth herein.

27. Defendants JDate.com and Spark Network made the following representations as to material facts to plaintiff:

- a. That plaintiff will meet successful Jewish personals
- b. That plaintiff will find whatever he is looking for among defendants' high-quality members.
- c. That dating on JDate.com is anonymous and safe because of the defendants' secure online server.
- d. That they have a unique matching system that would give him a hand and not waste his time.
- e. That online dating would let the "real him" shine and that he would be able to know people in more meaningful ways.

28. The representations made by defendants as to material facts were in fact false. The true facts were:

- a. The plaintiff did not meet successful Jewish personals but to the contrary, the plaintiff met an imposter who seduced him to call and gave him a rejection line phone number.
- b. The plaintiff did not meet high quality members but to the contrary he met someone who lied to him and misrepresented her or his emotions and gave the plaintiff a rejection line phone number instead of her or his own phone number.
- c. Defendants' secure online server did not make it safe for the plaintiff to find his match on JDate.com.
- d. Defendants' "unique matching system" did not give the plaintiff a hand but in fact he wasted his time, money and emotions.
- e. Plaintiff's "real him" did not shine and instead he became shocked and depressed and suffered extreme emotional distress.

1 29. Defendants had no reasonable ground for believing that the representations
2 made to plaintiff were to be true. In fact, defendants in a separate page under "terms and
3 conditions of service" contradicted their assertions under "10 more great reasons to join" and
4 declared in multiple disclaimers, all of which were not made conspicuous to the plaintiff, that they
5 are not liable for acts or omissions of their members or users and that they do not warrant that
6 their services is secure.

7 30. Plaintiff, at the time these representations were made by defendants and at the
8 time plaintiff took the actions herein alleged, was ignorant of the falsity of defendants'
9 representations and believed them to be true. In reliance on theses representations, plaintiff was
10 induced to, and did, pay to defendants the sum of \$----- to acquire the subscription to
11 defendants' service. Had plaintiff known the actual facts, he would not have subscribed to
12 JDate.com. Plaintiff's reliance on defendants' representations was justified because he considered
13 them experts in the online dating services.

14 31. As a proximate result of defendants' negligent misrepresentation, plaintiff felt
15 secure to contact, and did in fact contact and had a real-time chat with a member of defendants'
16 service known as SuperFriendlyGal, Defendant Brenda Doe. The said member insisted that
17 plaintiff call the rejection line number misrepresenting it as her own personal number causing the
18 plaintiff to suffer extreme emotional distress and psychological injury.

19 **FOURTH CAUSE OF ACTION AGAINST "SUPERFRIENDLY" AND DOES TWENTY**
20 **SIX THROUGH FIFTY**
21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

22 32. Plaintiff repeats and realleges paragraphs 1-13 above as if fully set forth herein.

23 33. The conduct of JDate.com's member known under the user name of
24 "SuperfriendlyGal" and others unknown to plaintiff at this time, was extreme and outrageous and
25 beyond the bounds of decency that can be reasonably tolerated in a civilized society. Plaintiff was
26 forced to endure great pain, mental anguish, shock, humiliation, feelings of helplessness and
27 desperation. He was emotionally abused when he was led to believe that he is building a
28 relationship with the person that could materialize into marriage but instead he heard a message

1 which told him that he was probably rejected because he may be "dump, boring, weirdo, having a
2 bad breath or body odor" and the message continued to state that "it could worse as in addition to
3 being rejected he could be laughed at as well"

4 34. Defendants Brenda and Does 26 through 50, acted with the realization that the
5 emotional injury was substantially certain to result from her/his conduct. Brenda Doe and others
6 unknown to plaintiff at this time could have simply expressed the lack of interest in meeting or
7 continue the relationship with the Plaintiff, but instead she acted with reckless disregard and
8 induced Plaintiff to call the number even after he declined the first invitation to make a phone
9 contact.

10 35. As a direct and proximate result of the intentional, malicious, harmful and
11 offensive acts of defendants, as aforesaid, plaintiff sustained severe and serious injury to their
12 persons, including but not limited to severe emotional distress, all to plaintiff's damage in a sum
13 within the jurisdiction of this court and to be shown according to proof.

14 **FIFTH CAUSE OF ACTION AGAINST JDATE.COM, SPARK NETWORKS**
15 **"SUPERFRIENDLY" AND DOES ONE THROUGH FIFTY**
16 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

17 36. Plaintiff repeats and realleges paragraphs 1-13 above as if fully set forth herein.

18 37. Defendants JDate.com, Spark Networks and Does 1 through twenty five owed
19 the duty of care to plaintiff that arose from contractual obligation.

20 38. Defendants Brenda and Does twenty six through fifty owed duty of care to
21 Plaintiff that arose from their duty that they owed to the public at large.

22 39. All defendants mentioned hereinabove breached their duty to Plaintiff, by
23 negligently inducing him to call a false phone number when they knew or should have known that
24 such contact my be harmful to the Plaintiff.

25 40. As a direct and proximate result of the negligence of the defendants, and each of
26 them, as hereinabove alleged, plaintiff suffered severe, substantial and enduring emotional
27 distress all to plaintiff's damage in a sum within the jurisdiction of this court and to be shown
28 according to proof.

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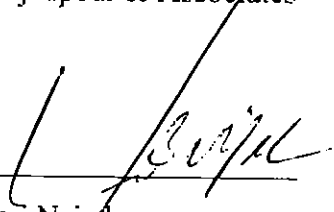
PRAYER FOR RELIEF

WHEREFORE, plaintiff Soheil Davood prays for judgment against defendants, and each of them, as follows:

1. For compensatory damages of such amount as shall be proven at trial;
2. For punitive damages according to proof at trial;
3. For attorney's fees and costs; and
4. For such other and further relief the Court deems proper.

Date: September 15, 2005

Respectfully submitted,
F. Bari Nejadpour & Associates

By: 
F. Bari Nejadpour
Attorney for Plaintiff
Soheil Davood

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
F. Bari Nejadpour, SBN 216925
3540 Wilshire Blvd. #715
Los Angeles, CA 90010
TELEPHONE NO.: 213-632-5297 FAX NO. 213-632-5299
ATTORNEY FOR (Name): Soheil Davood

FOR COURT USE ONLY
FILED
LOS ANGELES SUPERIOR COURT
SEP 16 2005
JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK
BY *J. Sunga*
J. SUNGA, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS 111 North Hill Street
MAILING ADDRESS
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: Davood v. JDate.com

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 1811)

CASE NUMBER: **BC339998**
JUDGE:
DEPT:

All five (5) items 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 checked="" 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 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 checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> 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 1800-1812)</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 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial post-judgment judicial supervision |
3. Type of remedies sought (check all that apply):
a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify):
5. This case is is not a class action suit.
Date: **9-15-2005**

F. Bari Nejadpour, Esq.
(TYPE OR PRINT NAME)

F. Bari Nejadpour
(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, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) 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 1800 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 complex case, this cover sheet will be used for statistical purposes only.

SHORT TITLE

CASE NUMBER

BC339998

**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 _____ • 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)	• A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	• A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	• A6070 Asbestos Property Damage • A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	• A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	• A7210 Medical Malpractice - Physicians & Surgeons • A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	• A7250 Premises Liability (e.g., slip and fall) • A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) • A7270 Intentional Infliction of Emotional Distress • A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	• A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	• A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	• A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	• A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	• A6016 Intellectual Property	2., 3.

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

SHORT TITLE	CASE NUMBER
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Employment

Contract

Real Property

Judicial Review Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<ul style="list-style-type: none"> • A6017 Legal Malpractice • A6050 Other Professional Malpractice (not medical or legal) 	1., 2., 3. 1., 2., 3.
Other (35)	<ul style="list-style-type: none"> • A6025 Other Non-Personal Injury/Property Damage tort 	2., 3.
Wrongful Termination (36)	<ul style="list-style-type: none"> • A6037 Wrongful Termination 	1., 2., 3.
Other Employment (15)	<ul style="list-style-type: none"> • A6024 Other Employment Complaint Case • A6109 Labor Commissioner Appeals 	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<ul style="list-style-type: none"> • A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) • A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) • A6019 Negligent Breach of Contract/Warranty (no fraud) • A6028 Other Breach of Contract/Warranty (not fraud or negligence) 	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<ul style="list-style-type: none"> • A6002 Collections Case-Seller Plaintiff • A6012 Other Promissory Note/Collections Case 	2., 5., 6. 2., 5.
Insurance Coverage (18)	<ul style="list-style-type: none"> • A6015 Insurance Coverage (not complex) 	1., 2., 5., 8.
Other Contract (37)	<ul style="list-style-type: none"> • A6009 Contractual Fraud • A6031 Tortious Interference • 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)	<ul style="list-style-type: none"> • A7300 Eminent Domain/Condemnation Number of parcels _____ 	2.
Wrongful Eviction (33)	<ul style="list-style-type: none"> • A6023 Wrongful Eviction Case 	2., 6.
Other Real Property (26)	<ul style="list-style-type: none"> • A6018 Mortgage Foreclosure • A6032 Quiet Title • A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure) 	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<ul style="list-style-type: none"> • A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) 	2., 6.
Unlawful Detainer- Residential (32)	<ul style="list-style-type: none"> • A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) 	2., 6.
Unlawful Detainer- Drugs (38)	<ul style="list-style-type: none"> • A6022 Unlawful Detainer-Drugs 	2., 6.
Asset Forfeiture (05)	<ul style="list-style-type: none"> • A6108 Asset Forfeiture Case 	2., 6.
Petition re Arbitration (11)	<ul style="list-style-type: none"> • A6115 Petition to Compel/Confirm/Vacate Arbitration 	2., 5.

SHORT TITLE	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)	<ul style="list-style-type: none"> • A6151 Writ - Administrative Mandamus • A6152 Writ - Mandamus on Limited Court Case Matter • A6153 Writ - Other Limited Court Case Review 	2., 8. 2. 2.
Other Judicial Review (39)	<ul style="list-style-type: none"> • A6150 Other Writ /Judicial Review 	2., 8.
Antitrust/Trade Regulation (03)	<ul style="list-style-type: none"> • A6003 Antitrust/Trade Regulation 	1., 2., 8.
Construction Defect (10)	<ul style="list-style-type: none"> • A6007 Construction defect 	1., 2., 3.
Claims Involving Mass Tort (40)	<ul style="list-style-type: none"> • A6006 Claims Involving Mass Tort 	1., 2., 8.
Securities Litigation (28)	<ul style="list-style-type: none"> • A6035 Securities Litigation Case 	1., 2., 8.
Toxic Tort Environmental (30)	<ul style="list-style-type: none"> • A6036 Toxic Tort/Environmental 	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<ul style="list-style-type: none"> • A6014 Insurance Coverage/Subrogation (complex case only) 	1., 2., 5., 8.
Enforcement of Judgment (20)	<ul style="list-style-type: none"> • A6141 Sister State Judgment • A6160 Abstract of Judgment • A6107 Confession of Judgment (non-domestic relations) • A6140 Administrative Agency Award (not unpaid taxes) • A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax • A6112 Other Enforcement of Judgment Case 	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<ul style="list-style-type: none"> • A6033 Racketeering (RICO) Case 	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<ul style="list-style-type: none"> • A6030 Declaratory Relief Only • A6040 Injunctive Relief Only (not domestic/harassment) • A6011 Other Commercial Complaint Case (non-tort/non-complex) • A6000 Other Civil Complaint (non-tort/non-complex) 	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<ul style="list-style-type: none"> • A6113 Partnership and Corporate Governance Case 	2., 8.
Other Petitions (Not Specified Above) (43)	<ul style="list-style-type: none"> • A6121 Civil Harassment • A6123 Workplace Harassment • A6124 Elder/Dependent Adult Abuse Case • A6190 Election Contest • A6110 Petition for Change of Name • A6170 Petition for Relief from Late Claim Law • A6100 Other Civil Petition 	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE	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:
• 1. • 2. • 3. • 4. • 5. • 6. • 7. • 8. • 9. • 10.		<i>3032 Bayley Ave.</i>
CITY:	STATE:	ZIP CODE:
<i>Los Angeles</i>	<i>Ca</i>	<i>90034</i>

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 Central 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: 9/16/05

[Signature]
 (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 JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 _____ (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), 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.