

1 JEFFREY BRYNAN, STATE BAR NO. 70304
2 PETERSON & BRYNAN
3 9430 Olympic Blvd., Ste. 400
4 Beverly Hills, California 90212
5 Telephone: (310) 552-3035
6 Fax: (310) 556-1484

FILED
LOS ANGELES SUPERIOR COURT

MAR 12 2008

JOHN A. CLARKE, CLERK
[Signature]
BY D.M. SWAIN, DEPUTY

5 Attorneys for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF LOS ANGELES

BC387146

10)
11 Mitch Roberts,) CASE NO.
12) (Unlimited Jurisdiction)
13 Plaintiff,)
14 vs.) COMPLAINT FOR:
15 Chaim Freeman and DOES 1) 1. BREACH OF ORAL
16 through 200, inclusive,) CONTRACT
17 Defendants.) 2. Breach of Implied
18) Covenant of Good Faith
19) and Fair Dealing
20) 3. FRAUD
21) 4. ACCOUNTING
22) 5. CONSTRUCTIVE TRUST
23) 6. CONVERSION
24) 7. MONEY HAD AND RECEIVED
25) 8. UNFAIR BUSINESS
26) PRACTICES

20 Plaintiff alleges:

21 1. Plaintiff Mitch Roberts, at all times herein mentioned,
22 was and now is an individual and competent adult.

23 2. Plaintiff is informed and believes and upon
24 information and belief alleges that defendant Chaim Freeman,
25 times herein mentioned, was and now is an individual, competent
26 and resident of the County of Los Angeles, State of California.

27 3. The true names and capacities, whether individual,
28 corporate or otherwise, of defendants Does 1 through 200 inclusive

Case assigned to Judge Kelly M. Jara

CIT/CASE: 70387146 LEA/REFF
RECEIPT #: CCR21212035
DATE PAID: 03/12/08 02:49:15 PM
PAYMENT: \$320.00
RECEIVED: 328.00
CASE: 328.00
CHARGE: 328.00
CASE: 328.00
CHARGE: 328.00

1 are unknown to plaintiff who therefore sues said defendants by such
2 fictitious names, and plaintiff will amend this complaint to assert
3 the true names and capacities of said defendants when the same are
4 ascertained. Plaintiff is informed and believes and upon such
5 information and belief alleges that each of the fictitiously named
6 defendants herein are responsible in some actionable manner for the
7 occurrences alleged herein and that plaintiff's damages as herein
8 alleged were proximately caused by said defendants and each of them.

9 4. Plaintiff is informed and believes and on that basis
10 alleges that at all times herein mentioned, the defendants, and each
11 of them, were the agents, servants, employees, assistants or
12 consultants of each of their the co-defendants and were, as such,
13 acting within the course and scope of authority of such agency and
14 employment and, each and every said defendant, when acting as a
15 principal, was acting in a negligent and reckless manner and was
16 negligent in the selection, hiring and supervision of each and every
17 other defendant, as an agent, servant, employee, assistant or
18 consultant. Plaintiff is further informed and believes and on that
19 basis alleges that at all times herein mentioned, the defendants, and
20 each of them, acted for themselves and as the representatives, agents
21 and employees of each of their co-defendants and in doing the things
22 herein mentioned were acting within the scope of their authority as
23 such representatives, agents and employees and so acted with the
24 permission and consent of their co-defendants; defendants, and each
25 of them, did ratify, approve and consent to the acts and omissions of
26 each of their co-defendants; the defendants, and each of them, did
27 ratify, approve and consent to the acts and omissions of their
28 respective employees, agents, officers, directors and

1 representatives; and, ratified, approved and consented to the acts
2 and omissions of the employees, agents and representatives of their
3 co-defendants; defendants, and each of them, acted on their own
4 behalf and or by and through their officers, directors, agents,
5 representatives and employees and/or by and through their co-
6 defendants and/or by and through the officers, directors, agents,
7 representatives and employees of their co-defendants; such acts were
8 authorized, ratified, approved and consented to by the defendants,
9 and each of them, and by the officers, directors, shareholders,
10 managing agents and representatives of the defendants, and each of
11 them; and, the conduct of the defendants, and each of them, alleged
12 herein has been done with the knowledge, authorization and
13 ratification of each defendant, co-defendant and/or the officers,
14 directors, shareholders, representatives and/or managing agents of
15 the respective defendants and/or of their co-defendants.

16 5. Prior to the initiation of this action, Plaintiff has made
17 repeated demand and request upon the defendants and each of them to
18 mediate and to arbitrate the matters which are the subject of this
19 complaint and such demands and requests have been refused by the
20 defendants and each of them, who have failed to agree to mediate or
21 arbitrate, thus necessitating the filing of this action.

22 FIRST CAUSE OF ACTION BY PLAINTIFF

23 (BREACH OF ORAL CONTRACT AGAINST DEFENDANTS

24 CHAIM FREEMAN AND DOES 1 THROUGH 200, INCLUSIVE)

25 6. Plaintiff realleges and incorporates herein by this
26 reference each and every allegation contained in paragraphs 1 through
27 5 of this complaint as though fully set forth at length.

28 7. In or about October 2002 Plaintiff and the Defendants and

1 each of them entered into an oral agreement whereby Plaintiff and
2 Defendants would purchase single family residences that were in
3 distressed condition, renovate and rehabilitate the properties and
4 resell them, with Plaintiff to receive fifty (50) per cent of the
5 profit realized from the resale and Defendant Chaim Freeman to
6 receive fifty (50) per cent of the profit from the resale. The profit
7 to be the excess monies received over and above the purchase price of
8 the given property and the cost(s) of renovation/rehabilitation.
9 Further to this end, Plaintiff was to be responsible for locating
10 property to be purchased, renovated/rehabilitated and resold and
11 Defendant Chaim Freeman was to be responsible for providing the
12 necessary funds to fund the purchase, renovation and rehabilitation
13 of the property(s).

14 8. In or about March 2003 a property was purchased pursuant to
15 the said oral agreement and consistent with the agreement was
16 renovated/rehabilitated and was sold in October 2003 with the profit
17 distributed as described in paragraph 7, above.

18 9. In or about April 2003, a second property was purchased
19 pursuant to the terms of the subject oral agreement. This property
20 is/was located at 1130 Sutton Way, Beverly Hills, CA. (Said property
21 is hereinafter referred to as "the subject property"). The purchase
22 price of the subject property was \$1,775,000. The sale price of the
23 subject property, which sale concluded on March 16, 2006 was
24 \$3,750,000. Total expenses for the renovation/rehabilitation were
25 \$1,395,854.42, resulting in a profit of \$579,145.58. Fifty percent
26 of that amount (the profit) is/was \$289,572.79 and as Plaintiff had
27 received an advance of \$35,001.33 toward his share of the profit, at
28 the time the property was sold and the funds became available on or

1 about March 17, 2006, he was entitled to receive the sum of
2 \$254,571.46 per the terms of the subject oral contract.

3 10. Plaintiff has fully performed each and every term, covenant
4 and condition of the Contract on his part to be performed except
5 those which were excused, waived or rendered impossible.

6 11. On or about March 17, 2006, the said defendants, and each
7 of them, breached the subject oral Contract by failing to and
8 otherwise refusing to pay to Plaintiff his share of the proceeds as
9 set forth in paragraph 9, *supra*, and have instead retained such sums
10 for themselves and their own self interests.

11 12. As a proximate result of the actions/inactions/breaches of
12 Defendants as described in paragraphs 11, *supra*, plaintiff has been
13 damaged in the minimum sum of \$254,571.46 and according to proof at
14 trial. Plaintiff is informed and believes and on that basis alleges
15 that his damages are within the jurisdiction of this Court.

16 SECOND CAUSE OF ACTION BY PLAINTIFF

17 (Breach of Implied Covenant of Good Faith and Fair Dealing Against
18 Defendants Chaim Freeman and Does 1 through 200, inclusive)

19 13. Plaintiff realleges and refers to paragraph 1 through
20 12 of this Complaint and said paragraphs are incorporated herein by
21 this reference as if set forth in full.

22 14. The subject oral agreement referred to in paragraph 7,
23 *supra*, contains an implied covenant of good faith and fair dealing
24 which obligates the Defendants and each of them to perform the terms
25 and conditions of the agreement fairly and in good faith and to
26 refrain from doing any act that would prevent or impede Plaintiff
27 from performing any and all of the conditions of the contract that
28 he agreed to perform, or any act that would deprive Plaintiff of the

benefits of the contract referred to in paragraph 7, *supra*.

15. At all times relevant hereto, Defendants, and each of them, knew and were aware that Plaintiff had fulfilled all of his duties and conditions under the subject oral contract referred to in paragraph 7, *supra*.

16. The Defendants, and each of them, breached the implied covenant of good faith and fair dealing under the subject agreement by unilaterally attempting to change the terms of the agreement after the conclusion of the sale on March 17, 2006 described in paragraph 9, *supra*, and otherwise acted to ignore the terms of the agreement, claiming that no monies were due and owing to Plaintiff and that, instead, Defendant(s) was/were entitled to the entirety of the profit realized.

17. As a proximate result of the Defendants' breach of the implied covenant of good faith and fair dealing plaintiff has been damaged in the minimum sum of \$254,571.46 and according to proof at trial. Plaintiff is informed and believes and on that basis alleges that his damages are within the jurisdiction of this Court.

THIRD CAUSE OF ACTION BY PLAINTIFF

(FRAUD AGAINST DEFENDANTS CHAIM FREEMAN

AND DOES 1 THROUGH 200, INCLUSIVE)

18. Plaintiff realleges and incorporates herein by this reference each and every allegation contained in paragraphs 1 through 12 of this complaint as though fully set forth at length.

19. During the course of forming the subject oral agreement and during the course of the performance of the same, the said defendants, and each of them, orally represented by and through Chaim Freeman for himself and on behalf of Does 1 through 200, that the

1 subject oral agreement would be performed as agreed upon and that
2 Plaintiff would receive his share of the profits as agreed upon in a
3 timely manner.

4 20. In truth and fact, the defendants, had no intention of
5 performing as they had promised and intended only to utilize
6 Plaintiff for his work product in locating and directing the
7 rehabilitation of property and to retain any and all profit realized
8 for themselves. To this end, over the course of time, Defendants paid
9 to Plaintiff a minimal advance as and against the ultimate profit
10 share he was promised and expected so as to secure his continued
11 performance of the oral agreement. Further to this end, the
12 Defendants and each of them had knowledge of Plaintiff's personal
13 financial circumstances and, in addition, Defendants Chaim Freeman
14 and Does 1 through 100 were members of the same religious
15 congregation as Plaintiff and in that regard the said defendants knew
16 they held Plaintiff's trust; and, such that Plaintiff was justified
17 in relying on the representations of Defendants and each of them and
18 their promises vis-à-vis the subject oral agreement and its
19 performance.

20 21. Had the plaintiff known the truth of the circumstances
21 herein and the true intentions of Defendants, he would not have
22 entered into the subject agreement. As a direct and proximate result
23 of the deceit and intentional misrepresentation of defendants, and
24 each of them, plaintiff has suffered the loss of \$254,571.46 which is
25 due and owing to him, did forego other business opportunities so as
26 to perform the subject contract, has lost his home and other personal
27 assets as a direct result of not receiving the monies due and owing
28 to him by Defendants and each of them, all to his damage in an amount

1 within the jurisdiction of this Court, and according to proof at
2 trial.

3 22. The aforementioned conduct of the defendants, and each of
4 them, was willful, intentional, duplicitous, oppressive and malicious
5 and done in conscious disregard of the rights of plaintiff. The
6 conduct of defendants was purposely calculated and carried-out to
7 deprive plaintiff of his rights and to induce plaintiff into entering
8 into and completing the subject agreement for the sole advantage of
9 Defendants and to Plaintiff's detriment. The acts of defendants are
10 especially onerous owing to the fact that their misrepresentations
11 have gone to induce plaintiff based on their shared religious
12 affiliation and trust inherent therein and in a fashion that has
13 deprived Plaintiff of his livelihood. Plaintiff is therefore entitled
14 to recover, in addition to actual damages, damages in a sufficient
15 sum to make an example of and to punish the defendants, and each of
16 them and within the jurisdiction of this Court.

17 FOURTH CAUSE OF ACTION BY PLAINTIFF

18 (ACCOUNTING AGAINST DEFENDANTS CHAIM FREEMAN

19 AND DOES 1 THROUGH 200, INCLUSIVE)

20 23. Cross-complainant repeats and realleges paragraphs 1
21 through 8 of this cross-complaint and incorporates same herein as
22 though fully set forth at length.

23 24. As a result of the subject Agreement referred to in
24 paragraph 7 hereof and the fiduciary relationship created thereby the
25 defendants, and each of them, were and remain obligated to fully
26 account for all financial affairs, opportunities, expenditures,
27 receipts, debts, sales, profits, transactions, income, proceeds and
28 losses related to the subject Agreement. Despite this obligation and

1 despite plaintiff's demands therefore, the defendants, and each of
2 them, have refused and failed to provide such an accounting. Without
3 an accounting, neither plaintiff nor the Court can ascertain the true
4 state of affairs under the subject Agreement, nor can the full extent
5 of Plaintiff's damages be ascertained.

6 25. Despite demands for an accounting, the defendants, and
7 each of them have refused and failed and continue to refuse and fail
8 to render an accounting or to allow Plaintiff to conduct one.
9 Accordingly, Plaintiff has been damaged in that it he is unable to
10 ascertain the precise amount that is due and owing to him under the
11 subject Agreement and has been caused to incur costs and fees in
12 initiating and prosecuting the subject litigation so as to resolve
13 this matter and is further entitled to the recovery of such costs and
14 fees.

15 FIFTH CAUSE OF ACTION BY PLAINTIFF

16 (FOR CONSTRUCTIVE TRUST AGAINST DEFENDANTS CHAIM FREEMAN

17 AND DOES 1 THROUGH 200, INCLUSIVE)

18 26. Plaintiff repeats and realleges paragraphs 1 through 12 of
19 this cross-complaint and incorporates same herein as though fully set
20 forth at length.

21 27. As set forth in paragraph 11, *supra*, the defendants and
22 each of them, have wrongfully taken income, profits, proceeds and
23 property belonging to plaintiff and said defendants have further
24 claimed false and fraudulent expense reimbursement requests, in
25 breach of the subject agreement and by the acts referred to in
26 paragraph 11, *supra*, and are holding all of the same (in constructive
27 trust) for the benefit of and in favor of Plaintiff. Plaintiff is
28 presently not fully aware of the precise amount of such proceeds,

1 income and profits and will amend this complaint once such
2 information is fully ascertained and/or according to proof at trial
3 but, is informed and believes that such proceeds, income and profits
4 are in the minimum sum of \$254,571.46.

5 28. Plaintiff has no adequate remedy at law and the imposition
6 of a constructive trust is required to avoid the perpetration of a
7 fraud upon him and further, to avoid the unjust enrichment of
8 defendants.

9 29. The acts referred to in paragraph 11, *supra*, were carried
10 out by the defendants, and each of them, with fraudulent and
11 deceitful intent and with the conscious purpose of depriving
12 plaintiff of his proceeds, income and profits and for the selfish
13 gain of defendants, and each of them. Accordingly, Plaintiff contends
14 that he is entitled, in addition to actual damages, punitive damages
15 in a sum sufficient to make an example of defendants, and each of
16 them, and in an amount according to proof at trial, within the
17 jurisdiction of this Court, as the acts of the cross-defendants, and
18 each of them, were willful, wanton, malicious and oppressive.

19 SIXTH CAUSE OF ACTION BY PLAINTIFF

20 (FOR CONVERSION AGAINST DEFENDANTS CHAIM FREEMAN

21 AND DOES 1 THROUGH 200, INCLUSIVE)

22 30. Plaintiff repeats and realleges paragraphs 1 through 12 of
23 this complaint and incorporates same herein as though fully set forth
24 at length.

25 31. As set forth in paragraphs 11 and 12, *supra*, the defendants
26 and each of them have refused to pay to Plaintiff income, profits and
27 proceeds in the specific sum of \$254,571.46, belonging to plaintiff;
28 and, have converted the same to their own use.

1 32. Plaintiff has previously demanded the return of the above-
2 mentioned precise sum but the said defendants have refused and failed
3 to so comply. As a result thereof, plaintiff has lost the above
4 described specific sum and the use thereof.

5 33. As the acts of the defendants, and each of them, were done
6 with willful, malicious and oppressive intent and done purposely to
7 harm Plaintiff, Plaintiff alleges that he is entitled, in addition to
8 actual damages, punitive damages in a sum sufficient to make an
9 example of the defendants, and each of them, within the jurisdiction
10 of this Court.

11 SEVENTH CAUSE OF ACTION BY PLAINTIFF

12 (For Money Had and Received against DEFENDANTS

13 CHAIM FREEMAN AND DOES 1 THROUGH 200, INCLUSIVE)

14 34. Plaintiff repeats and realleges the allegations contained
15 in paragraphs 1 through 5, of this complaint and incorporates, by
16 this reference, the same herein as though fully set forth at length.

17 35. Within the two years preceding the commencement of this
18 action, defendants and each of them, became indebted to plaintiff in
19 the sum of \$254,571.46 for money had and received by defendants, and
20 each of them, for the use and benefit of plaintiff. In spite of
21 demand therefore, no part of said sum has been paid and the said sum
22 is due and owing from defendants to plaintiff.

23 EIGHTH CAUSE OF ACTION BY PLAINTIFF

24 (Unfair Business Practices Against DEFENDANTS

25 CHAIM FREEMAN AND DOES 1 THROUGH 200, INCLUSIVE)

26 36. Plaintiff incorporates herein the allegations of paragraphs
27 1 through 12 and 19 through 22 of this complaint as though fully set
28 forth herein.

1 37. As described in paragraph 7, *supra*, Plaintiff and
2 defendants, and each of them conducted a transaction under the terms
3 of the subject agreement and prior to the transaction involving the
4 subject property, all designed by defendants to gain the trust of
5 plaintiff so as to move forward with subsequent and significantly
6 more profitable transactions such as the subject property.
7 Defendants engaged in this systematic course of conduct for the
8 wrongful purpose and effect of inducing plaintiff to provide services
9 which Defendants could utilize for their own selfish gain and profit
10 and to the exclusion of remuneration to Plaintiff and to that end and
11 in furtherance of the wrongful course of conduct and their plan and
12 scheme and with the intent described above, defendants have engaged
13 in the acts of fraud as alleged in paragraphs 19 and 20 of this
14 complaint.

15 38. By reason of the foregoing, defendants, and each of them,
16 have engaged in acts of unfair business practices within the meaning
17 and definition of *California Business and Professions Code §17200 and*
18 *§17500* and as otherwise provided by law.

19 39. As a legal and proximate result of defendants misconduct,
20 as alleged above, defendants have been unjustly enriched at the
21 expense of plaintiff in the sum of \$254,571.46 and plaintiff has lost
22 and otherwise had other prospective business relationships interfered
23 with due to this loss of funds, resulting in further damages
24 according to proof at trial.

25 40. The acts of defendants and each of them constitute a
26 purposeful plan, program and design of unfair business practices and
27 unfair competition and unfair and fraudulent business practices in
28 violation of law including, but not limited to *California Business*

1 and Professions Code §17200 and §17500 in that the acts of the
2 defendants, and each of them, are in violation of any and all
3 acceptable standards of business ethics. Pursuant to the said
4 statutory provisions, plaintiff is entitled to a trebling of all
5 special and general damages assessed as well as the imposition of
6 reasonable costs and attorneys' fees and in this regard, plaintiff
7 has retained the Law Offices of Peterson & Brynan to prosecute the
8 instant action and has and will continue to incur such costs and
9 fees.

10 41. Plaintiff is further informed and believes and on that basis
11 alleges that the acts of defendants, and each of them, were done
12 intentionally and with a purpose to harm plaintiff and to otherwise
13 benefit the defendants and each of them at the expense of plaintiff.
14 Accordingly, plaintiff contends that he is entitled to receive
15 punitive damages in addition to all special and general damages,
16 attorneys' fees, trebling of damages and any and all other relief
17 authorized by law and in a sum within the jurisdiction of this Court.

18 WHEREFORE, plaintiff prays as follows:

19 **FIRST CAUSE OF ACTION**

- 20 1. For general and special damages in the minimum amount of
21 \$254,571.46 and according to proof at trial;
- 22 2. For interest at the legal rate per annum from March 17,
23 2006;
- 24 3. For costs of suit incurred herein; and
- 25 4. For such other and further relief as the Court may deem
26 just and proper.

27 **SECOND CAUSE OF ACTION**

- 28 1. For general and special damages in the minimum amount of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

\$254,571.46;

2. For interest at the legal rate per annum from March 17, 2006;

3. For costs of suit incurred herein; and

4. For such other and further relief as the Court may deem just and proper.

THIRD CAUSE OF ACTION

1. For general and special damages in the minimum amount of \$254,571.46;

2. For interest at the legal rate per annum from March 17, 2006;

3. For punitive damages sufficient to punish defendants and each of them in an amount within the jurisdiction of this Court;

4. For costs of suit incurred herein; and

5. For such other and further relief as the Court may deem just and proper.

FOURTH CAUSE OF ACTION

1. For an order requiring Defendants to provide an accounting of all transactions held by and between them as referenced in the complaint herein;

2. For all sums found to be due and owing to Plaintiff per such accounting, together with interest thereon at the legal rate per annum from March 17, 2006;

3. For attorney's fees according to proof at trial;

4. For costs of suit incurred herein; and

5. For such other and further relief as the Court may deem just and proper.

1
2
3
4
5
6
7
8
9
10
11
12
13

FIFTH CAUSE OF ACTION

1. For an order imposing a constructive trust on all sums held by Defendant which are due and owing to Plaintiff, along with an order requiring such sums to be turned over and transferred to Plaintiff in the minimum amount of \$254,571.46;

2. For interest at the legal rate per annum from March 17, 2006;

3. For punitive damages sufficient to punish defendants and each of them in an amount within the jurisdiction of this Court;

4. For attorney's fees and cost of suit incurred herein; and

5. For such other and further relief as the Court may deem just and proper.

14
15
16
17
18
19
20
21
22
23

SIXTH CAUSE OF ACTION

1. For general and special damages in the amount of \$254,571.46;

2. For interest at the legal rate per annum from March 17, 2006;

3. For punitive damages sufficient to punish defendants and each of them in an amount within the jurisdiction of this Court;

4. For attorney's fees and cost of suit incurred herein; and

5. For such other and further relief as the Court may deem just and proper.

24
25
26
27
28

SEVENTH CAUSE OF ACTION

1. For general and special damages in the amount of \$254,571.46;

2. For interest at the legal rate per annum from March 17, 2006;

3. For attorney's fees and cost of suit incurred herein; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. For such other and further relief as the Court may deem just and proper.

EIGHTH CAUSE OF ACTION

1. For general damages according to proof at trial and within the jurisdiction of this Court,

2. For special damages according to proof at trial and within the jurisdiction of this Court;

3. For attorneys' fees and costs of suit incurred herein;

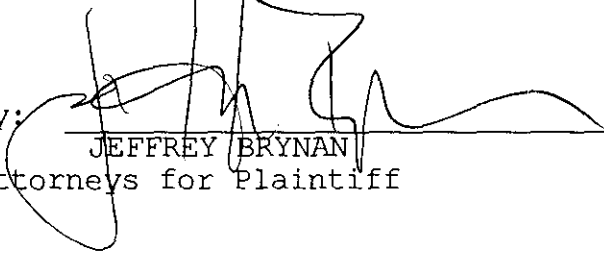
4. For punitive damages in a sum sufficient to punish the defendants, and each of them and within the jurisdiction of this court;

5. For a trebling of all damages incurred herein;

6. For any and all recovery as permitted by California Business and Professions Code §17200 and §17500; and

7. For such other and further relief as this Court may deem just and proper.

PETERSON & BRYNAN

By: 
JEFFREY BRYNAN
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey Brynan SBN 70304 Peterson & Brynan 9430 Olympic Blvd. Suite 400, Beverly Hills, CA 90212 TELEPHONE NO.: (310) 552-3035 FAX NO.: (310) 556-1484 ATTORNEY FOR (Name): Plaintiff Mitch Roberts		FOR COURT USE ONLY <h1 style="margin: 0;">FILED</h1> <h2 style="margin: 0;">LOS ANGELES SUPERIOR COURT</h2> MAR 12 2008 JOHN A. CLARKE, CLERK CASE NUMBER: <i>By D.M. Swain</i> BY D.M. SWAIN, DEPUTY JUDGE: BC387146 DEPT:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central District			
CASE NAME: Roberts vs. Freeman			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <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) Non-PI/PD/WD (Other) Tort <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) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <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 checked="" type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <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. <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 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): 8

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 11, 2008

Peterson and Brynan by Jeffrey Brynan

(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.

SHORT TITLE: Roberts vs. Freeman	CASE NUMBER BC387146
-------------------------------------	-------------------------

**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 two 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 <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., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 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

SHORT TITLE: Roberts vs. Freeman	CASE NUMBER
-------------------------------------	-------------

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Roberts vs. Freeman	CASE NUMBER
-------------------------------------	-------------

Judicial Review (Cont'd.)

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 <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.

Provisionally Complex
Litigation

Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.

Enforcement
of Judgment

Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
------------------------------------	--	--

Miscellaneous Civil
Complaints

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.

Miscellaneous Civil Petitions

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.

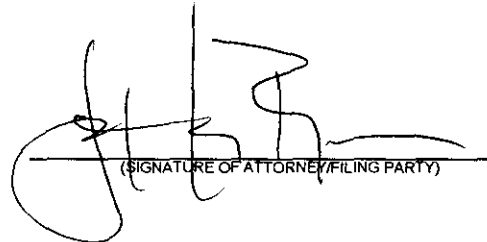
SHORT TITLE: Roberts vs. Freeman	CASE NUMBER
-------------------------------------	-------------

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.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 117 S. Fuller Avenue
CITY: Los Angeles	STATE: CA	ZIP CODE: 90036

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 Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: March 11, 2008


(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 FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

MAY 2008