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Superior Court Of California
County Of Los Angeles

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By [Signature] Deputy
Kristina Vargas

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9 **ALVARO CORTES**

10
11 *D-32 Mary H. Strobel*
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES, STANELY MOSK COURTHOUSE**

14 **ALVARO CORTES**, an individual

15 Plaintiffs,

16 vs.

17 JEREMY LeCLAIR, an
18 individual, MICHELLE KENEN
19 SEWARD, an individual, WINDSOR
20 PICTURE, LLC and DOES 1 through 250,
21 inclusive,

22 Defendants.

CASE NO. **BC 575500**

COMPLAINT FOR:

1. COMPLAINT FOR FRAUD IN THE INDUCEMENT;
2. VIOLATIONS OF CORPORATIONS CODE §25401 (FRAUD IN CONNECTION WITH THE OFFER AND SALE OF SECURITIES);
3. VIOLATIONS OF BUSINESS AND PROFESSIONAL CODE §17200;
4. BREACH OF FIDUCIARY DUTY;
5. CONVERSION;
6. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING;
7. FRAUD

RECEIPT #: CCH517486028
 DATE PAID: 03/18/15 03:08 PM
 PAYMENT: \$435.00
 RECEIVED: 310

CHECK: \$435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

CIT/CASE: BC575500
LEAD/DEF#:

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**FOR A FIRST CAUSE FO ACTION AGAINST
DEFENDANTS, AND EACH OF THEM FOR
FRAUD, PLAINTIFF ALLEGES:**

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5 1. At all times herein relevant, Plaintiff Alvaro Cortes was and is a resident in
6 the County of Los Angeles, California.

7
8 2. Defendant Windsor Pictures, LLC (“Windsor Pictures”) is a California
9 limited liability company with its principal place of business at 237 N. Windsor Boulevard,
10 Los Angeles, California 90004.

11
12 3. Defendant Michelle Kenen Seward (“Seward”) is an individual and a resident
13 of Los Angeles County, California. At all times relevant hereto, Seward conducted
14 business in the county of Los Angeles and elsewhere in California, including in the
15 following capacities: Seward was the chief executive officer, president, secretary, chief
16 financial officer, director and registered agent of Protégé Financial; chief executive officer,
17 manager and registered agent of Saxe-Coburg; executive producer and partner in Skyline
18 Pictures; the manager of Not Forgotten’ and the chief executive officer and executive
19 producer of Windsor Pictures. Plaintiff is informed and believes, and thereon alleges that
20 Seward, at all relevant times hereto, was also an undisclosed “control” person of both Not
21 Forgotten and Windsor Pictures within the meaning of sections 160, subdivision (a), and
22 25403. Pursuant to §160(a), “control means the possession, direct or indirect, of the power
23 to direct or cause the direction of the management and policies of a corporation.” Seward is
24 a California Department of Insurance licensed insurance agent, license number OB17932.

25
26 4. Defendants Does 1 through 24, inclusive, are persons, employees, agents;
27 affiliates, affiliated persons, professional practitioners, and professional consultants of the
28

1 Defendants, and the attorneys and others who participated with them, who have done, or
2 will do acts otherwise alleged in the Complaint. The true names and capacities of
3 Defendants Does 1 through 24, inclusive, are unknown to plaintiff, who therefore sues
4 said Defendants under such fictitious names, pursuant to the provisions of the *Code of*
5 *Civil Procedure* §474. Plaintiff will seek leave of the Court to amend the Complaint and
6 allege the true names and capacities of such Defendants at such time as the same have
7 been ascertained.

8
9 5. At all times herein, plaintiff is informed and believes and thereon allege that
10 defendant Jeremy LeClair was a resident in and/or worked in the County of Los Angeles.
11 Further, said defendant was the brother of defendant Seward, a fact never disclosed.
12 Further, said defendant had a financial interest in the companies and entities he
13 represented or sought investments from plaintiff to be placed therein; a fact not disclosed
14 to plaintiff.

15
16 6. Defendant Does 25 through 50, inclusive, are corporations, limited liability
17 companies, partnerships, or other entities who have done or will do acts otherwise alleged
18 in the Complaint. The true names and capacities of Defendants Does 25 through 50,
19 inclusive, are unknown to plaintiff, who therefore sues said Defendants under such
20 fictitious names, pursuant to the provisions of the *Code of Civil Procedure* §474. Plaintiff
21 will seek leave of the Court to amend the Complaint and allege the true names and
22 capacities of such Defendants at such time as the same have been ascertained.

23
24 7. Plaintiff is informed and believes and based on such information and belief
25 alleges that, at all times herein mentioned, the defendants named as officers, directors,
26 agents or employees, acted in such capacities in connection with the acts, practices and
27 schemes of the business as set forth below.

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1 8. Whenever any allegation is made in the Complaint to "Defendants" doing
2 any act, the allegation shall mean the act of each Defendants acting individually, jointly,
3 and severally and the conspiring of these Defendants to so act. Each Defendant alleged to
4 have committed any act did so pursuant to and in furtherance of a common plan, scheme
5 and conspiracy to defraud plaintiff, to violate the provisions of the Corporate Securities
6 Law, or other laws and as an agent for the other Defendants.

7
8 9. Whenever any allegation is made in this Complaint to any of the corporate
9 and/or limited liability company entity defendants doing any act, the allegation shall mean
10 acts done or authorized by the officers, managers, directors, members, agents, and
11 employees of the business entity Defendants while actively engaged in the management,
12 direction, or control of the affairs of the business entity defendants, and while acting
13 within the course and scope of their employment.

14
15 10. Plaintiff is informed and believes and based on such information and belief
16 alleges that at all times herein mentioned, each and every Defendant directly or indirectly
17 controlled other co-Defendants by knowingly inducing, or by knowingly providing
18 substantial assistance to, other co-Defendants to violate the provisions of the Corporate
19 Securities Law, as alleged in the Complaint within the meaning of section 25403.

20
21 11. At all times herein mentioned, each defendants was the alter-ego, agent,
22 servant, employee, employer, partner and/or joint venture of each of their co-Defendants,
23 and, in doing the things herein alleged, was acting within the course and scope of such
24 relationship, agency and/or employment with the advance knowledge, acquiescence or
25 subsequent ratification of each and every remaining co-Defendants when engaged in the
26 conduct herein alleged.

1 12. Further, at all times herein mentioned , Plaintiff is informed and believes and
2 based on such information and belief alleges that defendants control and dominate, and
3 have controlled and dominated , Protégé Financial , Saxe-Coburg, Skyline Pictures , Not
4 Forgotten, and Windsor Pictures.

5
6 13. Plaintiff is informed and believes and based on such information and belief
7 alleges that at all times herein mentioned there has been a unity of interest and ownership
8 between Defendants such that any individuality and separateness between Defendants has
9 ceased to exist. Plaintiff is also informed and believes and based on such information and
10 belief alleges that at all times herein mentioned there was such a unity of interest between
11 Defendants because Defendants have used and continue to use their control and
12 domination of the Defendant entities to, inter alia: (a) commingle funds between
13 Defendants; (b) divert funds and other assets from Defendants for the personal use of
14 Seward, Soref and Foulk; (c) fail to maintain, or adequately maintain, minutes and other
15 corporate records; (d) fail to maintain corporate legal formalities; (e) avoid liability for
16 their management and control of the Defendant entities; (f) use Defendants as mere
17 “shells” and “shams” for the purposes of systematically and unjustly enriching themselves
18 at the expense of the investors; and (g) commit violations of the Corporate Securities Law
19 and other wrongful acts against the investors.

20
21 14. Seward formed and operated Protégé Financial from at least April 2004 to
22 the present. Foulk is or was Protégé Financial’s vice president. Protégé Financial is or was
23 purportedly “one of the largest senior planning companies in the nation and they [sic]
24 advise seniors across the country.” Protégé Financial is an insurance broker licensed by
25 the California Department of Insurance, license number OF56545.

26
27 15. Seward formed and operated Saxe-Coburg from at least August 2009 to the
28

1 present. Foulk is or was Saxe-Coburg's vice president. Saxe-Coburg, represented as "a
2 boutique insurance agency with over 18 years' experience and was built with the sole
3 purpose of helping clients meet their sophisticated insurance and financial needs. By
4 providing high quality financial services, truly educating and caring for our clients we can
5 set up their financial future." Saxe-Coburg is an insurance broker licensed by the
6 California Department of Insurance license number OG87184.

7
8 16. Skyline Pictures is or was Not Forgotten's and Windsor Picture's "producing
9 partner." According to its promotional materials, Skyline Pictures' "business model
10 employs proven financing and distribution strategies designed to minimize monetary risk
11 while increasing upside profit potential."

12
13 17. Not Forgotten raised capital from investors to fund the production of an
14 independent motion picture entitled "Not Forgotten," starring Simon Baker and Paz Vega.
15 "Not Forgotten" is described in its promotional materials as a "classic psychological
16 thriller about a man and his wife who must come to terms with their tortured past in order
17 to save their kidnapped daughter." According to a letter Protégé Financial sent to investors
18 dated on or about September 8, 2011, "Not Forgotten" failed to generate any revenue.

19
20 18. Plaintiff is informed and believes and thereon alleges Windsor Pictures was
21 formed and opened from at least June 2009 to the present. Windsor Pictures is or was "a
22 subsidiary and a film fund of Skyline Pictures designed to produce highly successful,
23 award winning motion pictures for the worldwide markets, at a price."

24
25 19. Since in or about at least November 2006, and continuing thereafter,
26 Defendants, their agents, representatives and affiliates have engaged in and continue to
27 engage in business in the State of California in violation of the Corporate Securities Law.

1 These violations consist of offering and selling unqualified, not-exempt securities to
2 member of the public by means of fraud and conducting unlicensed investment adviser
3 activities.

4
5 20. Beginning in or about at least November 2006, and continuing thereafter,
6 Defendants offered and sold unqualified, non-exempt securities in this State in the form of
7 Not Forgotten "operating" agreements; Windsor Pictures "bridge" loans, "promissory"
8 notes, "Class A Membership" interests, and "convertible" debentures; Protégé Financial
9 "bridge" loans and "promissory" notes; and Saxe-Coburg "promissory" notes in issuer
10 transactions by means of fraud, totaling in excess of \$23.2 million in approximately 215
11 transactions to known investors.

12
13 21. Defendants specifically targeted unsophisticated investors when offering and
14 selling the above-described securities. In many instances investors, plaintiff included,
15 entrusted their entire life savings to the Defendants with the hopes of earning substantial
16 returns to protect them during their golden years, and to cover necessary expenses such as
17 food, housing and medical care.

18
19 22. Defendants promised investors high rates of return on the above-described
20 securities, ranging from at least 8 to 16 percent per annum. Defendants told investors that
21 they could either opt to "accrue" monthly interest on their investment funds or receive
22 regular monthly interest payments or "preferred" returns.

23
24
25 23. In or about August 2001, Defendants abruptly stopped paying investors their
26 regular monthly interest payments or preferred returns.

27
28 24. At no time herein were any of the Defendants licensed by the Commissioner

1 as investor advisers to conduct business as an investment adviser in this state, nor were any
2 of the Defendants exempt from the licensing requirements set forth in the Corporate
3 Securities Law.

4
5 25. In offering and selling these securities, Defendants represented to potential
6 and actual investors that the money raised by the sale of securities would be used to finance
7 and produce various entertainment projects, including the development and production of
8 independent motion pictures, such as "Not Forgotten" and a staged musical, "Twist! An
9 American Musical." However, Defendants instead engaged in a classic Ponzi scheme
10 whereby previous investors were repaid their investment principal using newer investors'
11 funds.

12
13 26. In order to sell the operating agreements, bridge loans, promissory notes,
14 Class A Membership interested, and convertible debentures, Defendants solicited investors
15 by means of informational seminars and by distributing promotional and offering materials
16 and other communications through the mail and in person without the offerings having
17 being qualified in the State of California.

18
19 27. During Seward's consultations with actual and potential investors, Seward
20 requested copies of the investor's financial information, including any and all insurance
21 policies, annuities, IRA account statements, retirement account statements, and stock and
22 bond portfolios/statements, and the approximate value of the investor's home. In some
23 instances, Seward would make copies of the investor's financial documents and then return
24 the documents at a second meeting, along with graphs and/or charts depicting how the
25 investor's other investments were underperforming. Seward would then tell the investor
26 how he or she could invest with her to improve the investment portfolio's performance.

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1 28. During these financial consultations Protégé Financial and Seward advised
2 actual and potential investors as to the advisability of investing in, purchasing or selling
3 securities including without limitation operating agreements, bridge loans, promissory
4 notes, Class A Membership interests and convertible debentures.

5
6 29. Le Clair, during Seward's consultations with actual and potential investors,
7 requested copies and in private consultation with potential clients, such as Plaintiff, of the
8 client's financial information, including any and all insurance policies, annuities, IRA
9 account statements, retirement account statements, and stock and bond
10 portfolios/statements, and the approximate value of the investor's home.

11
12 30. Defendants offered and sold operating agreements, bridge loans, promissory
13 notes, Class A Membership interests, and convertible debentures through these financial
14 consultations, as well as through other means.

15
16 31. Beginning in or about at least November 2006, defendants offered and sold
17 securities to investors in the form of Not Forgotten operating agreements. From at least
18 November 2006 to at least March 2010, at least \$10.4 million worth of Not Forgotten
19 operating agreements were sold in this State in approximately 91 transactions.

20
21 32. Plaintiff is informed and believes and thereon alleges, Not Forgotten diverted
22 and commingled investor funds. Defendants paid one investor and deposited and
23 transferred money to themselves and to entities they controlled.

24
25 33. Beginning in or about at least June 2009, Seward and Foulk offered and sold
26 securities to investors in the form of Windsor Pictures bridge loans, promissory notes,
27 Class A Membership interests and convertible debentures. From at least June 2009
28

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1 through a least September 2011, plaintiff is informed and believes and thereon alleges
2 millions of dollars' worth of Windsor Pictures bridge loans, promissory notes, Class A
3 Membership interests and convertible debentures were sold in this State.

4
5 34. Plaintiff further informed and believes and thereon alleges Windsor Pictures
6 diverted and commingled investor funds. Defendant paid some investors and deposited and
7 transferred money to themselves and to entities they controlled.

8
9 35. Plaintiff is informed and believes that beginning in or about at least
10 November 2009, Seward offered and sold securities to investors in the form of Saxe-
11 Coburg promissory notes. From at least November 2009 through at least August 2011,
12 Saxe-Coburg promissory notes in this State.

13
14 36. Defendants made numerous material misrepresentations and/or omitted to
15 disclose material facts concerning the offerings of Saxe-Coburg, on Protégé Financial, on
16 Not Forgotten and Windsor Pictures, including but not limited to:

17
18 A. Their investment funds would be used to finance, produce, distribute
19 and market "Not Forgotten," when in fact investor monies were used to pay prior investors
20 in a Ponzi scheme;

21
22 B. The interest payments or preferred returns would be made with the
23 money generated form profits, when in fact payments were made with money invested by
24 new investors in a Ponzi scheme;

25
26 C. Investors' investment principal would accrue interest;

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1 D. Investors would receive regular monthly interest payments or
2 preferred returns;

3
4 E. Investors would receive a return of their investment principal at the
5 end of the investment term;

6
7 F. Failed to disclose to investors the fact that Not Forgotten paid its sales
8 agents' commissions from investor funds Not Forgotten raised. Seward received the bulk
9 of the sales commissions paid by Not Forgotten to its sales agents;

10
11 G. Omitted to inform investors of the risks associated with the investment
12 in Not Forgotten, despite the highly speculative nature of the investment;

13
14 H. Told investors that Not Forgotten was a "good investment" and that
15 they should "not worry" as their investment in Not Forgotten carried "no risk;"

16
17 I. Told investors that they would "not lose money" and that she would
18 "personally guarantee" that they would "get paid back" their investment funds in Not
19 Forgotten.

20
21 J. Told investors that their investment in Not Forgotten was
22 "guaranteed;"

23
24 K. Told investors that she lived in a "million dollar" home and that
25 Seward would "sell" her house before investors would "lose any money" in Not
26 Forgotten.

1 L. Told investors the Not Forgotten investment was not a Ponzi scheme.

2
3 37. The offer and sale of these securities are not exempt from the requirement of
4 qualification under section 25110.

5
6 38. Defendants offered and sold unqualified, non-exempt securities in violation
7 of section 25110 and, unless enjoined by this Court, will continue to violate section 25110.

8
9 39. As a direct and proximate result of defendants' acts and actions, plaintiff has
10 been damaged in a sum in excess of \$450,000.00, plus prejudgment interest from
11 _____, at the legal rate therefore, according to proof.

12
13 **FOR A SECOND CAUSE OF ACTION AGAINST**
14 **DEFENDANTS, AND EACH OF THEM FOR**
15 **MISREPRESENTATION OR OMISSION OF**
16 **MATERIAL FACTS IN VIOLATION OF**
17 **SECTION 25401, PLAINTIFF ALLEGES:**

18
19 40. Plaintiff hereby incorporates each of the allegations set forth above in
20 paragraphs 1 through 39 herein as though fully set forth at length.

21
22 41. Section 25401 provides as follows:

23
24 It is unlawful for any person to offer or sell a security
25 in this state or buy or offer to buy a security in this
26 state by means of any written or oral communication
27 which includes an untrue statement of material fact or
28 omits to state a material fact necessary in order to
make the statements made, in the light of the

1 circumstances under which they were made, not
2 misleading.

3 42. In offering and selling securities in this State, Defendants made untrue
4 statements and/or misrepresentations of material facts to some or all prospective or
5 existing investors as hereinabove alleged.

6
7 43. The misstatements and omissions referred to herein were of "material facts"
8 within the meaning of section 25401.

9
10 44. Defendants made untrue statements and/or omitted to disclose materials facts
11 in connection with the offer and sale of securities in violation of section 25401.

12
13 45. As a proximate and direct result of defendants' acts and omissions, plaintiff
14 has suffered damage in a sum of not less than \$450,000.00, plus prejudgment interest for
15 _____, and attorneys fees.

16
17 **FOR A THIRD CAUSE OF ACTION AGAINST**
18 **DEFENDANTS, AND EACH OF THEM FOR**
19 **UNLICENSED INVESTMENT ADVISER**
20 **ACTIVITY IN VIOLATION OF SECTION 25230,**
21 **PLAINTIFF ALLEGES:**

22
23 46. Plaintiff realleges and incorporates by reference paragraphs 1 through 45 of
24 this Complaint as though set in full herein.

25
26 47. Section 25230, subdivision (a) provides in pertinent part:
27
28

1 It is unlawful for any investment adviser to conduct
2 business as an investment adviser in this state unless the
3 investment adviser has first applied for and secured from
4 the commissioner a certificate) then in effect, authorizing
5 the investment adviser to do so or unless the investment
6 adviser is exempted by the provisions of Chapter 1
(commencing with Section 25200) of this part or unless the
investment adviser is subject to Section 25230 .1.

7 48. Section 25009 defines investment adviser as "any person who, for
8 compensation, engages in the business of advising others, either directly or through
9 publications or writings, as to the value of securities or as to the advisability of investing
10 in, purchasing or selling securities . . ."

11
12 49. Since in or about at least November 2006, and continuing thereafter,
13 defendants have engaged in the business of advising others, either directly or through
14 publications or writings, as to the value of securities or as to the advisability of investing
15 in, purchasing or selling securities.

16
17 50. Defendants gave such advice through international and promotional
18 brochures and through direct communications, including the investment Seminars
19 described above.

20
21 51. As detailed in the Statement of Facts, defendants conducted "free" Seminars
22 entitled "Senior Financial Seminar" and would inform investors on "How can [they could]
23 make higher interest on [their] investments . . ."

24
25 52. At the Seminars, actual and potential investors were provided with
26 informational materials, including a two-page copy of an article concerning defendant
27 Seward that appeared in Elite Magazine entitled, "Business Woman Extraordinaire," a
28

1 one-page biography about Seward entitled, "Senior Retirement Specialists, "a one-page
2 interview with Seward that appeared in WOW Magazine, Seward's Protégé Financial
3 business card with a "CSA" (certified senior adviser) designation appearing next to her
4 name, and a Protégé Financial worksheet entitled "Discover The Five Evils of Financial
5 Destruction Which Confronts Every Senior!".
6

7 53. After Seward's presentation, actual and potential investors were given
8 appointments to meet with Seward at Protégé Financial's offices for a private financial
9 consultation. Seward also met with investors in their homes. During these financial
10 consultations, Protégé Financial and Seward advised actual and potential investors as to
11 the advisability of investing in, purchasing or selling securities, including without
12 limitation operating agreements, bridge loans, promissory notes, Class A Membership
13 Interests, and convertible debentures.
14

15 54. Since at least in or about at least November 2006, and continuing thereafter,
16 Protégé Financial and Seward have conducted business as investment advisers in this
17 State, as defined by section 25009. Neither Protégé Financial nor Seward have applied for
18 and secured from the commissioner certificates authorizing them to conduct business as
19 investment advisers.
20

21 55. As a direct and proximate result of defendants' acts and omissions, plaintiff
22 has been damaged in a sum of not less than \$450,000.00, plus prejudgment interest for
23 _____, plus attorneys fees.
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1 **FOR A FIFTH CAUSE OF ACTION AGAINST**
2 **DEFENDANTS, AND EACH OF THEM FOR**
3 **BREACH OF FIDUCIARY DUTY, PLAINTIFF**

4 **ALLEGES:**

5
6
7 60. Plaintiffs re-allege and incorporate by this reference each and every
8 allegation in Paragraphs 1 through 59 of this Complaint.

9
10 61. As officers of the various corporate and partnership entities, defendant owed a
11 fiduciary duty to the investors.

12
13 62. As a fiduciary to investors, defendants owed a duty of loyalty to refrain from
14 participating in any transaction where they received a personal financial benefit not equally shared
15 with the investors of those entities and from unjustly enriching themselves at the expense of their
16 investors.

17
18 63. Defendants also had a duty of care to the investors to manage, conduct, supervise
19 and direct the business and affairs of the various entities in accordance with applicable contracts,
20 laws, rules, regulations and company by-laws. In addition, defendants had a duty of care to
21 maintain the goodwill of these entities, supervise press releases and other dissemination of
22 company information so as to make a full and accurate disclosure of all material facts.

23
24 64. By engaging in the conduct described hereinabove, defendants have consistently
25 and repeatedly violated their fiduciary duties of loyalty and care owed to plaintiff and other
26 investors. Further, they attempted to hide the funds received and shelter themselves from liability
27 through the use of alter ego entities. All of these defendants conspired to harm plaintiffs in all of
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1 the actions alleged herein.

2
3 65. As a direct result, the plaintiff has sustained extraordinary damages consisting of
4 unpaid promises, lost profits, business opportunities and assets, damage to the corporate
5 reputation, goodwill and erosion of the business they developed. As such, plaintiffs have been
6 damaged in an amount to be proven at trial.

7
8 66. Further, in engaging in the above-described conduct, defendants are guilty of fraud,
9 oppression and/or malice, and were acting with willful and conscious disregard of the rights of
10 plaintiffs.

11
12 **FOR A SIXTH CAUSE OF ACTION AGAINST**
13 **DEFENDANTS, AND EACH OF THEM FOR**
14 **CONVERSION, PLAINTIFF ALLEGES:**
15

16
17 67. Plaintiffs re-allege and incorporate by this reference each and every allegation in
18 Paragraphs 1 through 66 of this Complaint.

19
20 68. In engaging in the above-described fraudulent scheme, as hereinabove alleged,
21 defendants misappropriated and converted the assets of Plaintiff and others and for themselves.
22 As a direct cause of this conversion, without protecting those assets, plaintiff has been damaged.

23
24 69. As a result of Defendants actions, Plaintiff has been damaged in an amount to be
25 proven at trial.

26
27 70. In engaging in the above-described conduct, Defendants were guilty of fraud,
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1 oppression and/or malice, and acted with willful and conscious disregard of the rights of Plaintiff.
2 By reason thereof, Plaintiff is entitled to recover punitive and exemplary damages against
3 defendants in an amount appropriate to punish defendants for their conduct and to deter similar
4 future conduct.

5
6 **FOR A SEVENTH CAUSE OF ACTION**
7 **AGAINST DEFENDANTS, AND EACH OF**
8 **THEM FOR UNJUST ENRICHMENT,**
9 **PLAINTIFF ALLEGES:**

10
11
12 71. Plaintiffs re-allege and incorporate by this reference each and every allegation in
13 Paragraphs 1 through 70 of this Complaint.

14
15 72. Defendants' have been unjustly enriched by improperly converting the benefits of
16 the investment monies and other sums collected from plaintiff and others. Moreover, Defendants
17 will be further unjustly enriched if they are able to invest funds based upon the assets taken from
18 Plaintiff. Given defendants' misrepresentations and breaches, defendants are not entitled to any of
19 the benefits gained through its Agreements, particularly at the expense of Plaintiff.

20
21 73. As a result of Defendants failure to abide by any of their promises, Plaintiff has
22 been damaged in an amount to be proven at trial.

23
24 74. Further, in engaging in the above-described conduct, Defendants were guilty of
25 fraud, oppression and/or malice, and were acting with willful and conscious disregard of the rights
26 of plaintiff. By reason thereof, Plaintiff is entitled to recover punitive and exemplary damages
27 against Defendants in an amount appropriate to punish them for their conduct and to deter similar
28

1 future conduct.
2

3 **FOR AN EIGHTH CAUSE OF ACTION AGAINST**
4 **DEFENDANTS, AND EACH OF THEM FOR**
5 **VIOLATIONS OF CALIFORNIA BUSINESS**
6 **AND PROFESSIONS CODE SECTIONS 17200**
7 **ET. SEQ., PLAINTIFF ALLEGES**
8

9
10 75. Plaintiffs re-allege and incorporate by this reference each and every allegation in
11 Plaintiffs re-allege and incorporate by this reference each and every allegation in Paragraphs 1
12 through 74 of this Complaint.

13
14 76. The above-described wrongful conduct of Defendants constituted unfair, unlawful
15 and fraudulent business acts and practices under California Business and Professions Code
16 sections 17200, et seq. These violations have caused Plaintiff to sustain substantial losses.

17
18 77. As a result of these statutory violations, Plaintiff is entitled to restitution against all
19 defendants. Plaintiff is entitled to restoration of all assets misappropriated by defendants and the
20 lost value of such assets.

21 **FOR A NINTH CAUSE OF ACTION**
22 **BREACH OF GOOD FAITH AND FAIR DEALING**
23

24
25 78. Plaintiffs re-allege and incorporate by this reference each and every allegation in
26 Paragraphs 1 through 77 of this Complaint.

27
28 79. The Agreements referred to above, contain the implied covenant of good faith and

1 fair dealing under which Defendants had an implied duty to act fairly and in good faith as to said
2 events and transactions.

3
4 80. Defendants have breached the implied covenant by failing to honor the terms of the
5 Agreements, by failing to pay plaintiff and other events and actions as herein alleged.

6
7 81. As a direct and proximate result of defendants' breach of said Agreements, Plaintiff
8 has been injured and damaged as herein alleged.

9
10 82. Further, in engaging in the above-described conduct, Defendants were guilty of
11 fraud, oppression and/or malice, and were acting with willful and conscious disregard of the rights
12 of Plaintiff. By reason thereof, Plaintiff is entitled to recover punitive and exemplary damages
13 against Defendants, and each of them, in an amount appropriate to punish them for their conduct
14 and to deter similar future conduct.

15
16 **FOR A TENTH CAUSE OF ACTION**
17 **AGAINST DEFENDANT, AND EACH OF THEM**
18 **FOR, BREACH OF CONTRACT, PLAINTIFF**
19 **ALLEGES:**

20
21 83. Plaintiff hereby incorporates each of the allegations set forth above in paragraphs
22 1 through 82, herein as though fully set forth, at length.

23
24 84. On or about after plaintiff had provided monies to defendants, as herein alleged,
25 defendant provided plaintiff with written guarantees for said monies. Said defendant became the
26 guarantor of all monies loaned or otherwise provided by plaintiff to all defendants.

1 85. Plaintiff has performed all conditions, covenants and promises required by him to
2 be performed in accordance with the terms and conditions of said contract, except for performance
3 which has been excused.
4

5 86. Defendants breached said agreements by failing to pay or repay any sums, plus
6 interest thereon, which sum remains due and owing. Plaintiff demanded, at various times
7 Defendants, and each of them, perform their obligation under the contracts. Defendants, and each
8 of them, failed to perform their obligation under the contracts and remain in breach of said
9 contracts by their continued failure and refusal to remit to Plaintiff said sums.
10

11 87. As a proximate result of Defendants' breaches of said contracts, Plaintiff has been
12 damaged in the sum of \$450,000, plus interest thereon at the highest rate allowed by law from and
13 according to proof at trial, plus attorneys fees and costs, as stated in Exhibits "1" and.
14

15
16 WHEREFORE, plaintiff prays for judgment against all Defendants, as follows:
17

- 18 1. General damages in a sum of not less than \$450,000,000.00 and according to
19 proof;
- 20 2. General, consequential and incidental damages, according to proof;
- 21 3. Punitive damages in a sum not less than \$5, 000,000.000 and according to proof;
- 22 4. Prejudgment interests;
- 23 5. Attorneys fees;
- 24
- 25
- 26
- 27
- 28

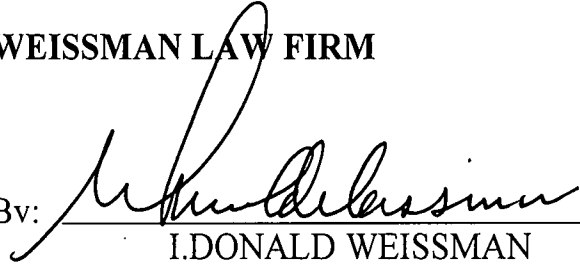
03/18/2015

1 6. For such other and further relief as this Court may deem necessary and
2 proper.

3
4 DATED: March 17, 2015

WEISSMAN LAW FIRM

5
6
7 By: _____



I. DONALD WEISSMAN
Attorneys for Plaintiff

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and address):
I. DONALD WEISSMAN, ESQ. 7980
WEISSMAN LAW FIRM
5567 Reseda Blvd., Suite 118
Tarzana, California 91356
TELEPHONE NO.: (818) 704-5151 FAX NO.: (818) 705-2634
ATTORNEY FOR (Name): Alvaro Cortes

FOR COURT USE ONLY
FILED
Superior Court Of California
County Of Los Angeles

MAR 18 2015

Sherri H. ..., Executive Officer/Clerk
By Kristina Vargas, Deputy
Kristina Vargas

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

CASE NAME: Cortes v. LeClair, et al.

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

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

CASE NUMBER: **BC 575500**
JUDGE:
DEPT.:

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

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

| | | |
|---|--|--|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) | Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) | 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) |
| 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) | Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) | Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) |
| Non-PI/PD/WD (Other) Tort <input checked="" 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) | Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) | Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) |
| Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | 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) | 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): One
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: 3/17/2015

I. Donald Weissman

(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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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:

Cortes v. LeClair, et al.

NUMBER:

BC 575500

**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 8 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. | 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 (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. |
| 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) <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., 4. 1., 4. 1., 3. 1., 4. |

SHORT TITLE:

Cortes v. LeClair, 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 |
|--|---|--|
| 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. |
| 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 checked="" type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 2., 5. |
| Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels | 2. |
| Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. |
| Unlawful Detainer- Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer- Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer- 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. |

SHORT TITLE:

Cortes v. LeClair, et al.

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. |

SHORT TITLE:

Cortes v. LeClair, 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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

ADDRESS:

234 N. Windsor Boulevard

CITY:

Los Angeles

STATE:

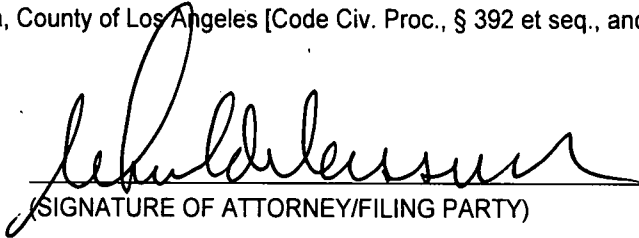
CA

ZIP CODE:

90004

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: 3/18/2015


(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.

3/18/2015