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DONALD J. TRUMP

D74 Teresa Sanchez-Gordon

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

FEB 04 2013

JOHN A CLARKE, DEPUTY CLERK  
BY Gina Grider Deputy

AL0028

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 CENTRAL DISTRICT

15 **BC 499537**

16 DONALD J. TRUMP,

17 Plaintiff,

18 v.

19 WILLIAM MAHER,

20 Defendant.

Case No.

PLAINTIFF DONALD J. TRUMP'S  
COMPLAINT FOR:

(1) BREACH OF CONTRACT

DEMAND FOR JURY TRIAL

RECEIPT #: CCH507417021  
DATE PAID: 02/04/13 02:08 PM  
PAYMENT: \$435.00  
RECEIVED: 310  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
DARD: \$0.00

CIT/CASE: BC499537  
LEA/DEF#:

1 Plaintiff DONALD J. TRUMP ("Mr. Trump"), an individual, hereby files this Complaint  
2 for Damages against Defendant WILLIAM MAHER, A/K/A BILL MAHER ("Maher"), an  
3 individual. This is an action by Mr. Trump, a highly successful businessman, investor, and  
4 television personality, against Maher, a talk show host and television commentator.

#### 5 INTRODUCTION

6 1. This action arises from Defendant Maher's refusal to honor the terms of a public  
7 offer which he made to Mr. Trump. Maher offered to pay Mr. Trump \$5 million, to be donated  
8 by Mr. Trump to charitable organizations of Mr. Trump's choosing, if Mr. Trump provided  
9 Maher with proof of Mr. Trump's parentage. Mr. Trump accepted Maher's offer in writing, and  
10 has provided the documentation demanded by Maher, but Maher has failed and refused to  
11 perform his obligation to make payment in accordance with the terms of his offer. Maher's  
12 refusal to make payment pursuant to the offer he made has deprived five worthy charities – a  
13 Hurricane Sandy relief organization, the Police Athletic League, the American Cancer Society,  
14 the March of Dimes, and the Dana-Farber Cancer Institute – of much-needed funds. Mr. Trump  
15 brings this action to compel Maher to carry out his promise.

#### 16 THE PARTIES

17 2. Mr. Trump is a citizen of New York and resides in New York City.

18 3. Mr. Trump is a prominent businessman, political commentator, popular television  
19 personality, number one best-selling author, and well-known philanthropist. He has been  
20 responsible for the development of myriad large-scale real estate projects around the world,  
21 including the Trump World Tower, the Trump International Hotel and Tower, various residential  
22 apartment towers in cities such as Chicago, Las Vegas, and New York, and numerous luxury  
23 resorts and golf courses.

24 4. Plaintiff is informed and believes and based thereon alleges that Maher is a citizen  
25 of California and resides in Beverly Hills, California.

26 5. Plaintiff is informed and believes and based thereon alleges that Maher is a highly-  
27 compensated television personality, reputed to have a net worth in the tens of millions of dollars.

28 6. Between 1993 and 2002, Maher was the host of *Politically Incorrect with Bill*

1 *Mahe*r, a political talk show. The show featured a panel of guests, including, *inter alia*, political  
2 consultants, political commentators, prominent authors, United States Senators, Congressmen and  
3 other public officials, and candidates for public office.

4 7. In 2003, Mahe

r became the host of *Real Time with Bill Mahe*r, a political talk  
5 show on the HBO cable network. *Real Time with Bill Mahe*r has featured as guests prominent  
6 journalists, United States Senators, government officials, and other figures, who engage in  
7 discussion of political, social and policy issues. The show is not considered a “comedy”  
8 broadcast.

9 8. Mahe

r has regularly appeared as a commentator in news broadcasts on networks  
10 such as CNN and MSNBC.

11 **JURISDICTION AND VENUE**

12 9. Jurisdiction is based upon the California Constitution Article 6, Section 10.

13 10. Venue is proper in this Court pursuant to Section 395(A) of the California Code of  
14 Civil Procedure because Plaintiff is informed and believes, and based thereon alleges, that the  
15 Defendant resides in Los Angeles County.

16 **SUBSTANTIVE ALLEGATIONS**

17 **Trump offered to donate \$5 million to a number of charities as consideration for President**  
18 **Obama to release his college transcripts**

19 11. In 2010, Mr. Trump indicated his potential interest in becoming a candidate for the  
20 Presidency of the United States in the 2012 elections. A Wall Street Journal/NBC news poll  
21 conducted in March 2011 found that Mr. Trump enjoyed a higher public approval rating than any  
22 other potential candidate for the Republican Presidential nomination. A Newsweek poll  
23 conducted in February of 2011 showed Mr. Trump would enjoy the support of 41% of voters in a  
24 hypothetical race against President Obama, as against 43% support for the President.

25 12. While Mr. Trump ultimately decided not to become a Presidential candidate, he  
26 continued to play a prominent role in the 2012 Presidential election, ultimately endorsing  
27 Republican candidate Mitt Romney and making numerous public and media appearances in  
28 support of Mr. Romney’s candidacy.

1           13.    On October 24, 2012, Mr. Trump released a web video that was broadcast by  
2 multiple media outlets.

3           14.    The video followed Mr. Trump's successful request that President Obama make  
4 public his long-form birth certificate.

5           15.    In the video, Mr. Trump made an offer to pay \$5 million to a charity of the  
6 President's choice as consideration for the President's publication of his college and passport  
7 applications and records. Mr. Trump reinforced the seriousness of his offer by listing the  
8 potential recipients of the funds, including "inner city children in Chicago, AIDS research, or the  
9 American Cancer Society."

10          16.    Mr. Trump's goal in making the offer was to secure the release of the President's  
11 college and passport records in the public interest.

12          17.    Mr. Trump explained that he would transmit the \$5 million check within one hour  
13 of President Obama releasing the records.

14          18.    Mr. Trump's offer, which was of limited duration, terminated at 5:00 p.m. on  
15 October 31, 2012. Because President Obama did not release the requested records, Mr. Trump's  
16 offer expired and was not accepted.

17          19.    Mr. Trump made his offer with the full intention of performing and making the  
18 promised payment immediately upon acceptance of his offer by President Obama and the release  
19 of the records in question.

20          20.    Plaintiff is informed and believes and based thereon alleges that Mr. Trump's offer  
21 was understood by the public as a genuine offer of payment.

22  
23           **In response to Trump's \$5 million offer to President Obama, Maher made an offer to pay  
              Trump \$5 million to offer proof of his parentage**

24          21.    On January 7, 2013, Maher appeared on the Tonight Show with Jay Leno. Maher  
25 was asked by Mr. Leno to explain his "beef" with Mr. Trump.

26          22.    In response, Maher accused Mr. Trump of having "lied" regarding a potential  
27 appearance on Maher's television talk show, and falsely stated that Mr. Trump was "first of all, a  
28

027841200

1 terrible racist, so I don't feel bad about anything I say about him."

2 23. Having recklessly and baselessly accused Mr. Trump of racism, Maher then  
3 engaged in base insults, stating that Mr. Trump's postings on the Twitter social networking  
4 service are the work of a "syphilitic monkey."

5 24. Maher then stated that "suppose that perhaps Donald Trump had been the spawn of  
6 his mother having sex with an orangutan . . . I hope it's not true . . . but, *unless, he comes up with*  
7 *proof, I'm willing to offer 5 million dollars to Donald Trump* . . . that he can donate to a charity  
8 of his choice . . . whatever charity!" (Emphasis added.) A transcription of the relevant portion of  
9 Maher's appearance on the *Tonight Show with Jay Leno* is attached as Exhibit A hereto and  
10 incorporated by reference herein as though set forth in full.

11 25. Demonstrating that he understood Maher's offer to be genuine, Mr. Leno  
12 responded to Maher's statement by commenting on the substantial sum at issue, stating "wow,  
13 wow, 5 million dollars!"

14 26. While perhaps motivated by his evident malice towards Mr. Trump, Maher's offer,  
15 much like Mr. Trump's offer to President Obama, was, and would have been understood by an  
16 objective observer to be, a genuine offer to make the promised payment if Mr. Trump provided  
17 proof of his birth and parentage.

18 27. The next day, on January 8, 2013, Mr. Trump's counsel wrote to Maher, formally  
19 accepting Maher's offer and attaching a copy of Mr. Trump's birth certificate, demonstrating that  
20 "he is the son of Fred Trump . . ." The letter demanded that the promised \$5 million be paid to  
21 Mr. Trump immediately, and specified the five charities to whom Mr. Trump would distribute the  
22 money: a charity assisting the Hurricane Sandy victims, the Police Athletic League, the American  
23 Cancer Society, the March of Dimes, and the Dana-Farber Cancer Institute. A copy of the  
24 January 8, 2013 letter from Mr. Trump's counsel to Maher (the "Acceptance Letter") is attached  
25 as Exhibit B hereto and incorporated by reference herein as though set forth in full.

26 28. A contract was formed between Maher and Mr. Trump as of the moment the  
27 Acceptance Letter was sent. Mr. Trump accepted Maher's offer in writing, the offer had not  
28 previously been revoked, and Mr. Trump fully performed his contractual obligations pursuant to

1 the terms of Maher's offer.

2 29. Maher provided no response to the Acceptance Letter. Consequently, on  
3 January 16, 2013, Mr. Trump's counsel wrote again to Maher, noting that Mr. Trump had  
4 accepted Maher's offer, that Mr. Trump had performed his contractual obligations, and that  
5 Maher had not honored his contractual obligation to make payment. The letter demanded  
6 payment of \$5 million within five business days, and stated that Mr. Trump would provide  
7 appropriate wire transfer details in the event that Maher wished to make payment by wire  
8 transfer. A copy of the January 16, 2013 letter from Mr. Trump's counsel to Maher (the  
9 "Demand Letter") is attached as Exhibit C hereto and incorporated by reference herein as though  
10 set forth in full.

11 30. Maher has not responded to the Acceptance Letter or to the Demand Letter, and  
12 has never denied the legitimacy of his offer, but has made no payments pursuant to his contract  
13 with Mr. Trump. It should be noted that Maher did not mention this very public event on his next  
14 live episode of *Real Time with Bill Maher*, which aired on January 18, 2013.

15 31. As a consequence of Maher's disregard of his obligations, Mr. Trump has been  
16 injured by not receiving payment of the promised sum. In addition, the five worthy charities  
17 identified by Mr. Trump have been deprived of millions of dollars in donations, which they have  
18 not been able to utilize for the benefit of their constituents.

19 **CAUSE OF ACTION**

20 **FOR BREACH OF CONTRACT AGAINST MAHER**

21 32. Plaintiff repeats and re-alleges each of the allegations of paragraphs 1 through 31  
22 above, as though fully set forth herein.

23 33. Maher's January 7, 2013 offer was a valid offer to enter into a contract, to be  
24 accepted either in writing or by performance, pursuant to which Maher was obligated to pay Mr.  
25 Trump \$5 million upon proof of Mr. Trump's parentage.

26 34. On January 8, 2013, both by communicating his written acceptance and by fully  
27 performing his contractual obligations to Maher, Mr. Trump accepted Maher's offer, which  
28 remained outstanding and had not been revoked as of that time.

1 35. A valid contract exists between Maher and Mr. Trump, pursuant to which Maher is  
2 obligated to pay Mr. Trump \$5 million, Mr. Trump having provided the proof of his parentage  
3 contemplated by his contract with Maher.

4 36. Following written demand, Maher has failed to make any payment pursuant to his  
5 contract with Mr. Trump.

6 37. Maher's failure to make payment constitutes a breach of contract.

7 38. Mr. Trump is therefore entitled to damages for breach of contract in the full  
8 amount of the \$5 million contemplated by the terms of the contract.

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**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff prays for judgment as follows:

- A. An award of \$5 million in compensatory damages;
- B. An award of prejudgment interest, costs and attorneys' fees; and
- C. An award of such other and further relief as may be appropriate.

**JURY DEMAND**

D. Plaintiff hereby demands a trial by jury on all matters so triable.

Dated: February 4, 2013

COOLEY LLP

By Scott S. Balber /w/permission  
Scott S. Balber (*pro hac vice* application  
forthcoming)

Attorneys for PLAINTIFF  
DONALD J. TRUMP

# EXHIBIT A

02/04/2013



TRANSCRIPT OF JAY LENO 1/7/13 INTERVIEW WITH BILL MAHER

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BM: It doesn't and it's not supposed to. And that's not how government works.

JL: Now what's going on with you and Trump? You and Trump have some kind of beef going.

BM: Oh.

JL: What happened? It seems like you two should be good friends. I can't imagine...what happened?

BM: Why should WE be good friends?

JL: I'm just teasing. Have you had him, you ever had him on your show?

BM: Of course not!

JL: No.

BM: I mean, I asked for years. And, they always lied and said: "Oh, I'll be there." And, he never showed up. I'm glad he didn't because, you know, he turned out to be such a, first of all, a terrible racist. So don't feel bad about anything I say about him. He's the one who's been tweeting mean things about me! And, you know, look, I'm not looking for a feud with Donald Trump; and I certainly only wish the best for the syphilitic monkey who does his twitter feed. But...

JL: A syphilitic monkey! Which is even worse!

BM: Well, the monkey thing, that see, I think that's what got him so mad is that we did a new rule one week that...supposed that perhaps Donald Trump had been the spawn of his mother having sex with an orangutan, because, well - I didn't just make this up - the color of his hair...and the color of an orange orangutan is the only two things in nature of the same color. So...

JL: Is that what this picture is for?

BM: Oh, there you go! I mean... Jay...

JL: I wondered what that was for today!

BM: I'm not saying it's true...

JL: Right.

BM: I hope it's not true.

JL: Right.

BM: But, unless he comes up with proof, I'm willing to...I'm willing to offer 5 million dollars to Donald Trump...

JL: Wow, wow, 5 million dollars!...

BM: If he will come...that he can donate to a charity of his choice.

JL: Charity of his choice.

BM: Hair Club for Men; The Institute for Incurable Douche-bag-ery. Whatever charity!

JL: We'll take a break. More with Bill right after this when we come back..

# EXHIBIT B

02/04/2013



Scott S. Balber  
T: +1 212 479 6550  
sbalber@cooley.com

HAND DELIVERY

January 8, 2013

Mr. Bill Maher  
Real Time with Bill Maher  
CBS Studios  
7800 Beverly Boulevard  
Los Angeles, CA 90036

**RE: Mr. Donald J. Trump**

Dear Mr. Maher:

I represent Mr. Donald J. Trump. I write on his behalf to accept your offer (made during the Jay Leno Show on January 7, 2013) that Mr. Trump prove he is not the "spawn of his mother having sex with an orangutan."

Attached hereto is a copy of Mr. Trump's birth certificate, demonstrating that he is the son of Fred Trump, not an orangutan. Please remit the \$5 million to Mr. Trump immediately and he will ensure that the money be donated to the following five charities in equal amounts: Hurricane Sandy Victims, The Police Athletic League, The American Cancer Society, The March of Dimes, and The Dana-Farber Cancer Institute.

Regards,

Scott S. Balber

Enclosure

02/04/2013

THE CITY OF NEW YORK  
VITAL RECORDS CERTIFICATE

CERTIFICATION OF BIRTH

This is a certification of name and birth facts on file in the Office of Vital Records, Department of Health and Mental Hygiene, City of New York.

DATE OF BIRTH: JUNE 14, 1946

CERTIFICATE No. 07624

BOROUGH: QUEENS

DATE FILED: 06-17-46

DATE ISSUED: 05-22-12

NAME: DONALD JOHN TRUMP \*\*\*

SEX: MALE

MOTHER/PARENT'S NAME: MARY MAC LEOD

FATHER/PARENT'S NAME: FRED C. TRUMP

*Steven P. Schwartz*  
Steven P. Schwartz, PH.D.  
City Registrar

Do not accept this transcript unless it bears the security features listed on the back. Reproduction or alteration of this transcript is prohibited by §3.19(b) of the New York City Health Code if the purpose is the evasion or violation of any provision of the Health Code or any other law.



N 0 0 1 5 3 4 3 1



ANY ALTERATION OR FALSURE VOIDS THIS CERTIFICATE

02/04/2013

# EXHIBIT C

02/04/2013



Scott S. Balber  
T: +1 212 479 6550  
sbalber@cooley.com

HAND DELIVERY

January 16, 2013

Mr. Bill Maher  
Real Time with Bill Maher  
CBS Studios  
7800 Beverly Boulevard  
Los Angeles, CA 90036

**RE: Mr. Donald J. Trump**

Dear Mr. Maher:

I write to follow up on my letter to you dated January 8, 2013 sent on behalf of Mr. Donald Trump, to which you have not responded.

As you know, on January 7, 2013, you made Mr. Trump a \$5 million offer during an appearance on the Jay Leno Show. Mr. Trump accepted your offer, provided the necessary documentation and demanded payment. You have not honored your obligation.

Please ensure that payment is made within 5 business days. In the event that you wish to make payment by wire transfer, please contact me and we will provide appropriate wire transfer details.

Regards,

Scott S. Balber

02/04/2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>COOLEY LLP</b> Joseph B. Woodring, Esq. (SBN 272940) 4401 Eastgate Mall San Diego, CA 92121 TELEPHONE NO.: (858) 550-6000      FAX NO.: (858) 550-6420		FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES  FEB 04 2013  JUDGE CLERK / DEPUTY CLERK BY <u>Gina Grider</u> Deputy
ATTORNEY FOR (Name): <b>Plaintiff, DONALD J. TRUMP</b>		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA BRANCH NAME: Central		
CASE NAME: Donald J. Trump v. William Maher		CASE NUMBER: <b>BC 499537</b>
<input checked="" type="checkbox"/> <b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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 (breach of contract)

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: 2/4/2013

Joseph B. Woodring

(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.

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

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

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

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

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

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

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

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

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

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 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.

Auto  
Tort

Other Personal Injury/Property  
Damage/Wrongful Death Tort

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto (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:  
TRUMP v. MAHER

CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

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	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	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	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	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	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	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	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	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:  
TRUMP v. MAHER

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	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	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.	
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

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

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

**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 County 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: February 4, 2013

*Scott Balber /w/permission*  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Scott S. Balber

**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.

02/04/13