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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 19 2011

John A. Clarke, Executive Officer/Clerk
By Amber Lafleur-Clayton Deputy
AMBER LAFLEUR-CLAYTON

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10 JOHN SINGLETON and CRUNK PICTURES, LLC

D34 Amy Higme

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 JOHN SINGLETON, an individual;)
14 CRUNK PICTURES, LLC, a California)
15 limited liability company;)

CASE NO. BC471534

COMPLAINT FOR:

16 Plaintiffs, **THE HOLLYWOOD REPORTER**
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
PARAMOUNT PICTURES CORPORATION, a Delaware corporation;
MTV FILMS, an entity of unknown origin;
and DOES 1 through 20, inclusive;

- (1) FRAUD
- (2) RESCISSION
- (3) UNJUST ENRICHMENT
- (4) BREACH OF CONTRACT
- (5) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

Defendants.

JURY TRIAL DEMANDED

Plaintiffs John Singleton and Crunk Pictures, LLC hereby allege as follows:

SUMMARY OF CLAIMS

1. This action was necessitated by the tortious conduct and blatant breach of contractual obligations engaged in by Paramount Pictures Corporation and MTV Films (collectively "Defendants") in connection with their acquisition of the distribution rights to the motion pictures *Hustle And Flow* and *Black Snake Moan*, both of which were produced by Plaintiff

CITY/CASE: BC471534 LEIMS
RECEIPT #: CCJ30814301
DATE PAID: 10/19/11 08:44:39
PAYMENT: \$395.00
RECEIVED: 03/11/11
CHECK #: 3950
CASH: 0
CHANGE: 0
CARD: 0

ORIGINAL

1 John Singleton. Anchored by gritty performances, a redemptive story, a strong script by Craig
2 Brewer, and Singleton's reputation as a premiere producer of feature films, *Hustle And Flow* was
3 the culmination of Singleton's unique passion and considerable talents. The picture created
4 immediate buzz, generating significant publicity, promotion and interest before the 2005 Sundance
5 Film Festival. Singleton then took his masterpiece to Sundance in 2005 in the hopes of securing
6 a distribution deal with a major studio. The picture was the hit of Sundance, winning the
7 Audience Award and prompting numerous distributors to begin a competitive bidding war for the
8 distribution rights. Ultimately, despite the fact that at least one studio offered a higher advance
9 than Paramount, Singleton chose Defendants (Paramount and its affiliate, MTV Films) because
10 in addition to an advance against the back-end revenues from *Hustle And Flow*, Defendants
11 promised Crunk that it would have the right to "put" two pictures to Paramount within the ensuing
12 five years. The gist of the "puts" was that as long as the budget of each of the two pictures did
13 not exceed \$3.5 million each, and as long as the producer fee for each picture did not exceed 7.5%
14 of the budget, Paramount would finance and distribute the pictures. Obtaining the "puts" for two
15 additional motion pictures from Paramount was material consideration for Plaintiffs to agree to
16 convey the distribution rights in *Hustle And Flow* to Defendants.

17 2. Based on Defendants' promise that Crunk would have two "puts," Singleton
18 stopped entertaining offers and ceased negotiating with other interested distributors, including at
19 least one that was offering an advance that was substantially higher than that offered by
20 Defendants. Instead, Singleton accepted Paramount's offer, and Defendants proceeded to
21 distribute *Hustle And Flow*, which received critical acclaim immediately upon its release, was
22 nominated for two Academy Awards, and went on to win an Academy Award, enabling
23 Paramount to reap an enormous profit on the back of the picture's resounding appeal and
24 enormous critical and commercial success. Approximately eighteen months later, because
25 Singleton reasonably believed that Defendants would honor the "puts," he also facilitated
26 Paramount's acquisition of the distribution rights to another picture penned by Craig Brewer,
27 *Black Snake Moan*, which rights Singleton controlled as a producer on the picture. Unfortunately,
28 when Crunk attempted to exercise its right to "put" the two pictures to Paramount, Paramount

1 began asserting self-imposed, non-existent conditions on the "puts" that prevented Singleton from
2 making the pictures and frustrated his enjoyment of the very contractual right that had persuaded
3 him to reject the other bidders on *Hustle And Flow* and go with Defendants in the first place.

4 3. Though he has been one of the preeminent film makers in the entertainment industry
5 for over twenty (20) years, this is the first time that Singleton has brought legal action to make
6 sure he is not taken advantage of and his rights are protected. Singleton has been forced to bring
7 this action because despite his good faith efforts, Defendants deprived Singleton of the core
8 contractual benefit for which he had bargained, prompting Singleton to seek what is just, fair and
9 equitable, and to teach Defendants that they cannot make false promises to fraudulently acquire
10 distribution rights to valuable assets and reap vast economic reward without repercussion.

11 12 THE PARTIES

13 4. Plaintiff John Singleton, and at all times relevant hereto has been, an individual
14 and a resident of the County of Los Angeles, State of California. Singleton is renowned as a
15 writer, director and producer of feature films, including *Boyz N the Hood*, *2 Fast 2 Furious*, *Shaft*
16 and *Four Brothers*.

17 5. Plaintiff Crunk Pictures, LLC ("Crunk") is, and at all times relevant hereto has
18 been, a California limited liability company with its principal place of business in Los Angeles,
19 California. Crunk is an independent motion picture production company owned by Singleton, and
20 is authorized to conduct and conducting business in the County of Los Angeles, State of
21 California. Singleton produced *Hustle And Flow* through Crunk.

22 6. Plaintiffs are informed and believe and based thereon allege that Defendant
23 Paramount Pictures Corporation ("Paramount") is, and at all times relevant hereto has been, a
24 corporation duly organized and existing under the laws of the State of Delaware, authorized to
25 conduct and conducting business in, and with its principal place of business located in, the County
26 of Los Angeles, State of California. Paramount is engaged in the business of distributing theatrical
27 motion pictures.

28 7. Plaintiffs are informed and believe and based thereon allege that Defendant MTV

1 Films is, and at all times relevant hereto has been, a subsidiary of Paramount Pictures
2 Corporation, conducting business in the County of Los Angeles, State of California as a distributor
3 of theatrical motion pictures. Defendants Paramount Pictures Corporation and MTV Films are
4 collectively referred to herein as "Defendants."

5 8. Plaintiffs are informed and believe and based thereon allege that pursuant to
6 California Code of Civil Procedure § 474, the fictitiously named defendants sued herein as Does
7 1 through 20, inclusive, and each of them, were in some manner responsible or legally liable for
8 the actions, events, transactions and occurrences alleged herein. The true names and capacities
9 of such fictitiously named defendants whether individual, corporate, associate or otherwise, are
10 presently unknown to Plaintiffs, and Plaintiffs will seek leave of Court to amend the Complaint
11 to assert the true names and capacities of such fictitiously named defendants when the same have
12 been ascertained. For convenience, each reference to Paramount herein shall also refer to the Doe
13 Defendants, and each of them.

14 9. Plaintiffs are informed and believe and based thereon allege that named Defendants
15 Paramount and MTV Films, and those Defendants sued herein as Does, were acting in concert or
16 participation with one another, or were joint participants and collaborators in the acts complained
17 of, and were the officers, directors, agents or employees of named Defendants Paramount and
18 MTV Films in doing the acts complained of herein, each and all of them acting within the course
19 and scope of said agency and/or employment, each and all of them acting in concert with the other
20 and all together. Plaintiffs are informed and believe and based thereon allege that at all times
21 herein mentioned each of the Doe Defendants was and is the agent, servant, alter ego, officer,
22 director, and/or employee of named Defendants Paramount and MTV Films, and all of the things
23 alleged to have been done by said Defendants were done in a capacity of an agent, servant, alter
24 ego, officer, director, and/or employee of and for named Defendants Paramount and MTV Films.

25

26 **THE HUSTLE AND FLOW DISTRIBUTION AGREEMENT**

27 10. Defendants and Crunk entered into a written agreement dated as of January 22,
28 2005 (the "Agreement") which contained the following material provisions:

1 (i) Crunk granted Defendants an exclusive license to distribute, exhibit, reissue,
2 advertise, promote or otherwise exploit the motion picture *Hustle and Flow* (the "Picture"), and
3 all prequel, sequel, remake and television and direct-to-video/DVD production rights, in all media,
4 throughout the world, for a term of twenty (20) years;

5 (ii) Defendants agreed to pay Crunk an advance of Nine Million Dollars
6 (\$9,000,000), plus certain contingent compensation and box office bonuses;

7 (iii) Pursuant to paragraph 14 of the Agreement, Defendants agreed that
8 "[Crunk] shall have the right to 'put' two (2) pictures to Paramount Pictures Corporation
9 (the 'Put Pictures'), within the five (5) years of the date hereof, on the following material
10 terms: (a) [Paramount] must approve the all-in budget of each Put Picture, which shall be
11 reasonable and customary, not to exceed \$3.5M [excluding any contingency, financing fees
12 and bond fees]. The producer fee included in such budget shall not exceed 7-½% of the
13 budget [excluding any contingency, financing fees and bond fees]." Paragraph 14 also
14 contained provisions regarding the allocation of gross receipts on the Put Pictures for either a
15 theatrical release or an initial release as a direct-to-video/DVD motion picture, and granted
16 Paramount the right to distribute, exhibit, reissue, advertise, promote or otherwise exploit the Put
17 Pictures in all media, worldwide, in perpetuity, including soundtrack album rights (revenues from
18 which would be split 50/50 between Crunk and Paramount).

19
20 **FIRST CAUSE OF ACTION**

21 **(For Fraud by Plaintiffs Against Defendants)**

22 11. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1
23 through 10, inclusive, as though fully set forth herein.

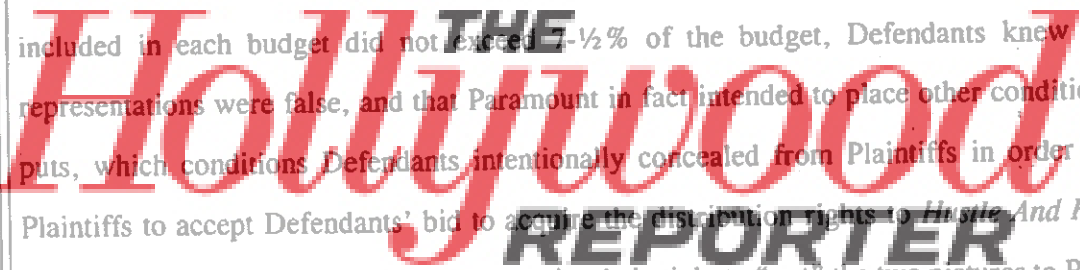
24 12. During the 2005 Sundance Film Festival, there was a competitive bidding war for
25 the distribution rights to *Hustle And Flow*, and several major U.S. studios were offering Plaintiffs
26 advances in excess of \$10 million. Although Defendants only offered Plaintiffs an advance of \$9
27 million, Defendants sweetened their offer by promising Plaintiffs the right to "put" two (2)
28 pictures to Paramount within the ensuing five (5) years. Defendants represented to Plaintiffs that

1 there would be only two conditions to the puts, namely that the budget for each Put Picture
2 proposed by Plaintiffs could not exceed \$3.5M [excluding any contingency, financing fees and
3 bond fees], and the producer fee included in each budget for each Put Picture could not exceed
4 7-½ % of the budget [excluding any contingency, financing fees and bond fees].

5 13. Plaintiffs are informed and believe and based thereon allege that Defendants were
6 aware of the competitive bidding war over the distribution rights to the Picture, and that
7 Defendants offered Plaintiffs the right to "put" two (2) pictures to Paramount within the ensuing
8 five (5) years as a means of inducing Plaintiffs to accept Defendants' bid even though Defendants
9 were offering a lesser advance than some of the other bidders.

10 14. Plaintiffs are further informed and believe and based thereon allege that when
11 Defendants represented to Plaintiffs that the Put Pictures would be accepted as long as the budget
12 for each Put Picture proposed by Plaintiffs did not exceed \$3.5M, and as long as the producer fee
13 included in each budget did not exceed 7-½% of the budget, Defendants knew that their
14 representations were false, and that Paramount in fact intended to place other conditions on the
15 puts, which conditions Defendants intentionally concealed from Plaintiffs in order to induce
16 Plaintiffs to accept Defendants' bid to acquire the distribution rights to *Hustle And Flow*. For
17 example, when Plaintiffs attempted to exercise their right to "put" the two pictures to Paramount,
18 Paramount for the first time informed Plaintiffs that it was Paramount's position that the Put
19 Pictures had to be delivered to Paramount within the five years after the date of the Agreement
20 (i.e., by January 22, 2010), that the Put Pictures had to be fully completed films rather than films
21 in production, and that the Put Pictures had to be scripted full-length theatrical or direct-to-video
22 motion pictures. None of these conditions is contained in the Agreement, and Defendants actively
23 concealed and failed to disclose these conditions to Plaintiffs at the time that Plaintiffs and
24 Defendants were negotiating the terms of the Agreement.

25 15. Plaintiffs reasonably and justifiably relied on Defendants' representations. If
26 Defendants would have disclosed the concealed conditions that Paramount subsequently attempted
27 to place on the puts, Plaintiffs would have either granted the distribution rights to the Picture to
28 another bidder for a higher advance, or taken steps to comply with the concealed conditions such



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1 that Plaintiffs could have received the benefit for which they bargained. However, as a direct and
2 proximate result of Defendants' fraudulent concealment of the conditions, Plaintiffs forewent other
3 bids for the distribution rights to the Picture that would have included advances that were several
4 million dollars greater than the advance offered by Defendants, and Plaintiffs were denied the right
5 to put two pictures to Paramount (which would have earned Plaintiffs producer fees in excess of
6 \$500,000, potential back end fees, and credit and recognition for producing two additional films).

7 16. Plaintiffs also reasonably and justifiably relied on Defendants' representations when
8 Singleton agreed to grant Paramount the distribution rights to *Black Snake Moan*, which rights
9 Singleton controlled, and which rights Singleton only agreed to grant to Paramount because
10 Singleton reasonably believed that Defendants would honor their promise to give him two puts
11 with Paramount in connection with the *Hustle And Flow* Agreement. If Defendants would have
12 disclosed the concealed conditions that Paramount subsequently attempted to place on the puts,
13 Singleton would not have granted the distribution rights to *Black Snake Moan* to Paramount, and
14 instead would have granted said distribution rights to another studio for a higher advance and
15 better back-end terms.

16 17. As a direct and proximate result of Defendants' fraudulent conduct as alleged
17 hereinabove, Plaintiffs have suffered damages in an amount in excess of the minimum
18 jurisdictional limits of the Court, the exact amount subject to proof at the time of trial.

19 18. Plaintiffs are informed and believe and based thereon allege that the above-
20 described conduct of Defendants, and each of them, was willful and intentional and done with
21 malice, fraud and oppression, and constitutes despicable conduct in conscious and reckless
22 disregard of Plaintiffs' rights and interests, such that the conduct warrants the imposition of
23 punitive damages in a sum appropriate to punish Defendants, and each of them, and to deter
24 Defendants from engaging in future similar misconduct, the exact sum subject to proof at the time
25 of trial.

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1 SECOND CAUSE OF ACTION

2 (For Rescission by Crunk Against Defendants)

3 19. Crunk repeats and realleges each and every allegation contained in Paragraphs 1
4 through 10 and 12 through 16, inclusive, as though fully set forth herein.

5 20. By virtue of the aforesaid tortious and unconscionable conduct of Defendants,
6 including, *inter alia*, their making of knowingly false and fraudulent misrepresentations and
7 assurances regarding the puts, there has been a material failure of consideration for the
8 Agreement, and Crunk was fraudulently induced to execute the Agreement and to grant
9 distribution rights in the Picture to Defendants. But for Defendants' fraudulent conduct, Crunk
10 would not have entered into the Agreement and would not have granted Defendants distribution
11 rights or any other rights with respect to the Picture. As a result, the Agreement was procured
12 by fraud and there has been a material failure of consideration for the Agreement, and Crunk

13 hereby gives notice and intends transmission of this Complaint to serve as notice of the rescission
14 of the Agreement and of any rights it may have granted to Defendants in connection with *Hustle*
15 *And Flow*.

16 21. Crunk hereby offers to restore to Defendants any reasonable consideration furnished
17 by Defendants under the Agreement on the condition that (i) Defendants pay over to Crunk all
18 monies that have been received by Defendants (or any of their assignees) from any and all third
19 parties pursuant to the Agreement and/or in connection with Defendants' exploitation of the
20 Picture, (ii) Defendants assign to Crunk all future monies that are anticipated to be received by
21 Defendants (or any of their assignees) from any and all third parties pursuant to the Agreement
22 and/or in connection with Defendants' exploitation of the Picture, and (iii) any and all rights in
23 and to the Picture that Defendants otherwise purported to acquire under the Agreement revert back
24 to Crunk, and Defendants release, relinquish, waive and forego any and all such rights.

25 22. As a direct and proximate result of Defendants' wrongful conduct, as alleged above,
26 on the basis of which wrongful conduct Crunk has sought to rescind the Agreement, Crunk has
27 sustained damages, together with accrued interest thereon at the legal rate, in an amount in excess
28 of Twenty Million Dollars (\$20,000,000).

1 THIRD CAUSE OF ACTION

2 (For Unjust Enrichment by Plaintiffs Against Defendants)

3 23. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1
4 through 10, 12 through 16, and 20 through 21, inclusive, as though fully set forth herein.

5 24. As alleged hereinabove, by fraudulently concealing from Plaintiffs material
6 information regarding alleged conditions on the puts, Defendants induced Plaintiffs (i) to enter into
7 the Agreement and grant Defendants distribution rights to *Hustle And Flow*, and (ii) to grant
8 Paramount distribution rights to *Black Snake Moan*, which rights Plaintiffs otherwise would not
9 have granted to Paramount. The only reason Singleton granted Paramount the distribution rights
10 to *Black Snake Moan* was because Singleton believed that Paramount would honor the puts and
11 Singleton would be in business with Paramount for many years.

12 25. Plaintiffs are informed and believe and based thereon allege that Defendants have
13 earned tens of millions of dollars in profits from their distribution and exploitation of the pictures
14 *Hustle And Flow* and *Black Snake Moan*, both of which had successful theatrical releases and have
15 enjoyed great commercial success.

16 26. As a result of its misconduct, Defendants have been unjustly enriched, and are in
17 possession of substantial money which in good conscience belongs to Plaintiffs.

18 27. As a direct and proximate result of Defendants' tortious and unjust enrichment,
19 Plaintiffs have suffered damages in the form of monies Defendants have earned and will earn from
20 the distribution and exploitation of the pictures *Hustle And Flow* and *Black Snake Moan*, which
21 monies should be disgorged to Plaintiffs, and which damages are well in excess of Twenty Million
22 Dollars (\$20,000,000).

23
24 FOURTH CAUSE OF ACTION

25 (In The Alternative - For Breach of Contract by Crunk against Defendants)

26 28. Crunk repeats and realleges each and every allegation contained in Paragraphs 1
27 through 10, 12 through 16, 20 through 21, and 24 through 26, inclusive, as though fully set forth
28 herein.

1 29. In the event that the Agreement is not rescinded, then Crunk alleges that Defendants
2 have materially breached the Agreement by, among other things: (a) failing and refusing to allow
3 Crunk to "put" two pictures to Paramount; and (b) failing and refusing to approve the all-in budget
4 of each put picture, even though the budget for each Put Picture proposed by Crunk did not exceed
5 \$3.5M [excluding any contingency, financing fees and bond fees], and even though the producer
6 fee included in each budget did not exceed 7-½% of the budget [excluding any contingency,
7 financing fees and bond fees].

8 30. Crunk has performed all conditions, covenants and promises required pursuant to
9 the terms of the Agreement, except to the extent such performance was waived, excused or
10 prevented by reason of the acts or omissions of Defendants.

11 31. As a direct and proximate result of the material breach of the Agreement by
12 Defendants, Crunk has suffered damages in an amount in excess of the minimum jurisdictional
13 limits of the Court, the exact amount subject to proof at the time of trial.

14 **THE**
15 **Hollywood**
16 **FIFTH CAUSE OF ACTION**
17 **(In The Alternative - For Breach of the Implied Covenant of Good Faith**
18 **and Fair Dealing by Crunk against Defendants)**
19 **REPORTER**

20 32. Crunk repeats and realleges each and every allegation contained in Paragraphs 1
21 through 10, 12 through 16, 20 through 21, 24 through 26, and 29 through 30, inclusive, as though
22 fully set forth herein.

23 33. Inherent in every contract is an implied condition and covenant that the parties will
24 act in good faith and that no party will engage in conduct that is designed to and/or has the natural
25 effect of depriving any other party of the benefits for which the parties bargained under the
26 contract. Such implied covenant existed in the Distribution Agreement between Crunk and
27 Defendants with respect to *Hustle And Flow*.

28 34. In the event that the Agreement is not rescinded, then Crunk alleges that Defendants
have breached the implied covenant of good faith and fair dealing by, among other things, (a)
asserting that the Put Pictures had to be delivered to Paramount within the five years after the date

1 of the Agreement (i.e., by January 22, 2010), (b) asserting that the Put Pictures had to be fully
2 completed films rather than films in production, and (c) asserting that the Put Pictures had to be
3 scripted full-length theatrical or direct-to-video motion pictures. None of these conditions is
4 contained in the Agreement, and Crunk alleges that Defendants sought to impose these conditions
5 for the specific purpose and intent of depriving Crunk of one of the very core benefits for which
6 Crunk bargained when it negotiated the Agreement (namely, the benefit of receiving the puts).

7 35. As a direct and proximate result of Defendants' breach of the implied covenant of
8 good faith and fair dealing inherent in the Agreement, Crunk has suffered damages in an amount
9 in excess of the minimum jurisdictional limits of the Court, the exact amount subject to proof at
10 the time of trial.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs ~~John Singleton~~ **THE** and Crunk Pictures, LLC pray for Judgment
14 against Defendants Paramount Pictures Corporation and MTV Films as follows:

15 **AS TO THE FIRST CAUSE OF ACTION:**

16 1. For compensatory damages in an amount in excess of the minimum jurisdictional
17 limits of the Court, the exact amount subject to proof at the time of trial;

18 2. For punitive damages in an amount appropriate to punish Defendants, and each of
19 them, and to deter Defendants from engaging in future similar misconduct, the exact amount
20 subject to proof at the time of trial;

21 **AS TO THE SECOND CAUSE OF ACTION:**

22 3. For rescission of the Agreement, pursuant to which Crunk seeks, among other
23 things, a Judgment requiring (i) that Defendants pay over to Crunk all monies that have been
24 received by Defendants (or any of their assignees) from any and all third parties pursuant to the
25 Agreement and/or in connection with Defendants' exploitation of *Hustle And Flow*, (ii) that
26 Defendants assign to Crunk all future monies that are anticipated to be received by Defendants (or
27 any of their assignees) from any and all third parties pursuant to the Agreement and/or in
28 connection with Defendants' exploitation of the Picture, and (iii) that any and all rights in and to



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1 the Picture that Defendants otherwise purported to acquire under the Agreement revert back to
2 Crunk, and that Defendants release, relinquish, waive and forego any and all such rights;

3 4. For general, special and consequential damages, together with interest thereon at
4 the maximum legal rate, in an amount of not less than \$20,000,000, the exact amount subject to
5 proof at the time of trial;

6 **AS TO THE THIRD CAUSE OF ACTION:**

7 5. For disgorgement by Defendants of all profit derived from their wrongful
8 exploitation of the motion pictures *Hustle And Flow* and *Black Snake Moan*, in an amount of not
9 less than \$20,000,000, the exact amount subject to proof at the time of trial;

10 **AS TO THE FOURTH CAUSE OF ACTION:**

11 6. For compensatory damages in an amount in excess of the minimum jurisdictional
12 limits of the Court, the exact amount subject to proof at the time of trial, said;

13 **AS TO THE FIFTH CAUSE OF ACTION:**

14 7. For compensatory damages in an amount in excess of the minimum jurisdictional
15 limits of the Court, the exact amount subject to proof at the time of trial;

16 **AS TO ALL CAUSES OF ACTION:**

17 8. For all costs of suit;

18 9. For interest at the maximum legal rate;

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

20
21 DATE: October 19, 2011

LAVELY & SINGER
PROFESSIONAL CORPORATION
MARTIN D. SINGER
MICHAEL D. HOLTZ

22
23
24
25 By: 
MARTIN D. SINGER

Attorneys for Plaintiffs
JOHN SINGLETON and
CRUNK PICTURES, LLC

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JURY DEMAND

Plaintiffs John Singleton and Crunk Pictures, LLC hereby demand trial by jury.

DATE: October 19, 2011

LAVELY & SINGER
PROFESSIONAL CORPORATION
MARTIN D. SINGER
MICHAEL D. HOLTZ

By: 

MARTIN D. SINGER
Attorneys for Plaintiffs
JOHN SINGLETON and
CRUNK PICTURES, LLC

THE
Hollywood
REPORTER

11/16/2011 7:01

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address):
MICHAEL D. HOLTZ
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TELEPHONE NO.: (310) 556-3501 FAX NO.: (310) 556-3615
ATTORNEY FOR (Name): Plaintiffs JOHN SINGLETON and CRUNK PICTURES, LLC

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
OCT 19 2011
John A. Clarke / Executive Officer/Clerk
By Amber Lafleur-Clayton Deputy
AMBER LAFLEUR-CLAYTON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 NORTH HILL STREET
MAILING ADDRESS:
CITY AND ZIP CODE: LOS ANGELES, CALIFORNIA 90012
BRANCH NAME: CENTRAL DISTRICT

CASE NAME: JOHN SINGLETON, et al., v. PARAMOUNT PICTURES CORPORATION, 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: **BC471534**
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) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (42) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): FIVE (5)
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: October 19, 2011
MICHAEL D. HOLTZ (TYPE OR PRINT NAME) Michael Holtz (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

CM-010

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

**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 5-7 HOURS/ DAYS

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

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

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

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

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

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



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

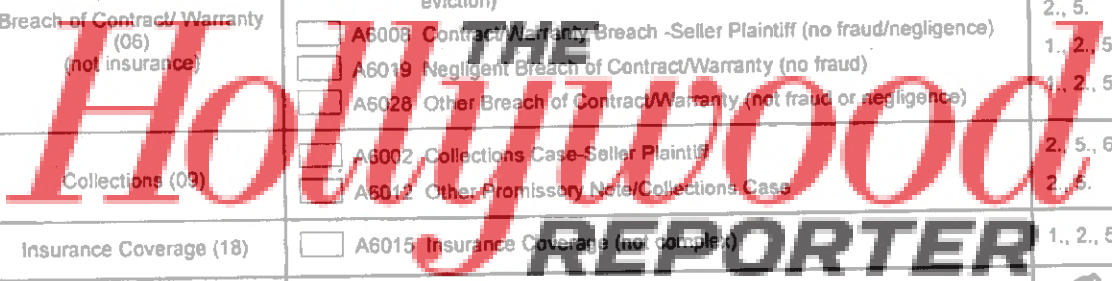
Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22) Uninsured Motorist (46)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	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	1., 4.
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

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 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 checked="" 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: JOHN SINGLETON, et al., v. PARAMOUNT PICTURES CORPORATION, et al.

CASE NUMBER

Judicial Review

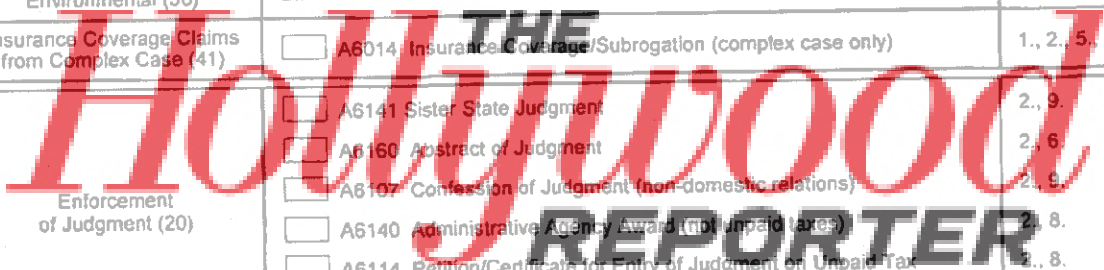
Provisionally Complex Litigation

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 <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.



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. <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: PARAMOUNT PICTURES CORPORATION 5555 MELROSE AVENUE	
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90038

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 LOS ANGELES 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: October 19, 2011


 (SIGNATURE OF ATTORNEY/FILING PARTY)
MICHAEL D. HOLTZ

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.