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**FILED**  
Superior Court of California  
County of Los Angeles

NOV 24 2014

Sherri R. Carter, Executive Officer/Clerk  
By M. Soto, Deputy  
Moses Soto

D-68 MARK V. MOONEY

**SUPERIOR COURT OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

11 ISABELLE GAUTHIER, an individual,

12 Plaintiff,

13 vs.

14 THOMAS SCHOENBERGER, an individual;  
15 and DOES 1 to 20, inclusive,

16 Defendants.

CASE NO. BC 564759

**COMPLAINT FOR:**

1. BREACH OF CONTRACT;
2. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
3. FRAUD BY CONCEALMENT;
4. CONVERSION;
5. BREACH OF FIDUCIARY DUTY

**DEMAND FOR JURY TRIAL**

19 Plaintiff Isabelle Gauthier ("Plaintiff") alleges as follows:

20 1. Plaintiff is informed and believes and on that basis alleges that defendant Thomas  
21 Schoenberger ("Schoenberger") is an individual residing in the County of Los Angeles, State of  
22 California.

23 2. Plaintiff is ignorant of the true names and capacities of defendants sued herein as  
24 Does 1 to 20, inclusive, and therefore sues those defendants by such fictitious names. Plaintiff will  
25 amend this complaint to allege the true names and capacities of said defendants when they are  
26 ascertained.

11/24/2014

CIT/CASE: BC564759  
LEA/DEF#:

RECEIPT #: C08E24880031  
DATE PAID: 11/24/14 10:12 AM  
PAYMENT: \$435.00  
RECEIVED: 310  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CND: \$0.00

**ORIGINAL**

1           3. Plaintiff is informed and believes and based thereon alleges that each of the  
 2 Defendants herein is in some manner responsible and/or liable for the damages alleged in the causes  
 3 of action asserted against it, and that in doing the acts or engaging in the conduct herein alleged,  
 4 Defendants, and each of them, were the agents, employees, partners, joint venturers, successors,  
 5 assigns, and/or co-conspirators of Schoenberger, and were acting within the course and scope of that  
 6 relationship.

7           4. Plaintiff and Schoenberger previously had a personal relationship, but were never  
 8 married. When they met, and through the course of their relationship, Schoenberger told Plaintiff  
 9 that, among other things, he was a music composer, an inventor, a well-connected international  
 10 businessman, and worked with the government of the United States with secret dealings of a  
 11 confidential nature in Iraq. Based on, without limitation, the matters alleged in this complaint, as  
 12 well as having been directly so informed by third parties, Plaintiff is informed and believes, and on  
 13 that basis alleges, that apart from being a composer, Schoenberger's statements relating to his work  
 14 and dealings were false and misleading, and were designed to cause Plaintiff to develop trust and  
 15 confidence in Schoenberger.

16           5. During the course of their relationship, Plaintiff explained to Schoenberger a concept  
 17 she had for a business, which she referred to as "Oasis." The idea was to establish a  
 18 multidisciplinary, mentoring business for the production of various types of creative endeavors,  
 19 including, for example, music, sound, and visual arts. Schoenberger appeared to be enthusiastic, and  
 20 told Plaintiff that he already had in development a new music production company on a virtually  
 21 identical business model.

22           6. On June 17, 2014, by e-mail, Plaintiff broached the idea with Schoenberger of  
 23 investing in the new music production company that he said he was developing. With reference to  
 24 what she thought were facts, stating "you[] are launching a new music production company  
 25 (Sophia), [and] building all sorts of wonderful gadgets and tools," Plaintiff said that "I always  
 26 wanted to invest in something worthy. I have some money in the form of a draft, waiting to be  
 27 invested in a 'base'. . . . I would like to offer you this draft so that you can use it."  
 28

1           7.     That same day, by e-mail to Plaintiff, Schoenberger agreed subject to two conditions.  
 2 He said, "I would consider it, but only if it is done as Isabelle's projects... and you would have 100  
 3 PERCENT OF THE RETURN."

4           8.     On June 17, 2014, in another e-mail to Plaintiff, Schoenberger represented and  
 5 promised, "I will be making you a profit, and on that I insist."

6           9.     On June 19, 2014, in reliance on Schoenberger's agreements, representations, and  
 7 promises, Plaintiff caused to be transferred 300,000.00€ (equivalent to about \$408,240.00 in U.S.  
 8 dollars on that date) from her bank to a Wells Fargo Bank account held by Schoenberger.

9           10.    Thereafter, Schoenberger made numerous representations to Plaintiff, orally and in  
 10 writing, about her interest in the Oasis project, her investment, and the benefits she was to receive  
 11 therefrom. These include, without limitation, the following:

12           a.     On July 20, 2014, Schoenberger reconfirmed in an e-mail to Plaintiff that the  
 13 business would be structured as her project. With respect to its website, Schoenberger stated that he  
 14 suggests Plaintiff use the name "Isa as owner and founder." He also stated, "You own the site of  
 15 course, and will have the code, etc."

16           b.     On June 29, 2014, in an e-mail to Plaintiff, Schoenberger observed, "As you  
 17 were considering Oasis at the same time as I was doing Sophia Musik, note how similar the ideas  
 18 are... SophiaMusik ... can be under the umbrella of Oasis."

19           c.     On June 29, 2014, in another e-mail to Plaintiff, Schoenberger said that film  
 20 producer "Warren Zide ... is in our fold now. As I said, money is a vehicle. I have Dubai and  
 21 London being set up. Then we have the master company Oasis, with you as Principal, and an  
 22 advisory board that includes the former director of the International Bank of Dubai, Leading  
 23 educators, powerful visionaries, and the like." He added, "I have been taking the funds to create, not  
 24 splurge. When you are down here, we need to meet with an attorney who can set it up. Oasis will be  
 25 YOURS. If you are a wealthy lady now, save your money. This will make you more money. I  
 26 always give back, ten fold."

27           d.     On July 4, 2014, in an e-mail to Plaintiff, Schoenberger stated with respect to  
 28 her money, "I have invested much of it, so it can keep paying you."

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1 e. In another e-mail on July 4, 2014, with reference to the Oasis project,  
2 Schoenberger stated to Plaintiff, "You own it."

3 f. In an e-mail to Plaintiff on July 15, 2014, Schoenberger stated, "I am setting  
4 up an LLC called Oasis in Delaware. It has you as owner."

5 g. Schoenberger also reported to Plaintiff by e-mail on July 15, 2014 with  
6 respect to other projects on which he supposedly was making use of her investment. He said, "I am  
7 working with a team of scientists to replicate the sun. The units produce light that replenish crop  
8 failures due to poor weather, and can be used in all sorts of poor agricultural conditions.... That is  
9 just one investment. More as well. You will be pleased."

10 11. Plaintiff is informed and believes and based thereon alleges that Schoenberger's  
11 representations and promises, alleged in paragraph 5 to 10 above, were false and/or materially  
12 misleading when he made them. Plaintiff developed suspicion that Schoenberger was not being  
13 candid with her, and that much if not all of what he had told her was false. Plaintiff asked  
14 Schoenberger to provide her with documentation concerning the projects in which he had invested  
15 her money and how her money had been used. Schoenberger, however, failed and refused to provide  
16 such documentation to Plaintiff.

17 12. Plaintiff and Schoenberger's personal relationship deteriorated, but their business  
18 relationship remained. On August 24, 2014, by e-mail, Plaintiff requested that Schoenberger provide  
19 her with a contact list of the parties involved by that date in the Oasis project, and that she be copied  
20 on any mail relating to Oasis. She also asked that Schoenberger provide her with a list of all the  
21 businesses with which she was involved, *i.e.*, through the money she had invested with  
22 Schoenberger, so that she could forward it to her accountant. She also asked that any revenue to  
23 which she was entitled be put in her bank account.

24 13. On August 26, 2014, in an e-mail to Plaintiff, Schoenberger said, "I will simply do  
25 the work. I saw a lawyer today. You will own 50% of my music."

26 14. Nevertheless, Schoenberger still failed and refused to comply with Plaintiff's requests  
27 for information and documentation relating to her investment and business. Plaintiff demanded that  
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1 Schoenberger return her money to her. Schoenberger refused, contending that he has no obligation to  
2 return any money to Plaintiff.

3 15. On September 25, 2014, in an e-mail to Schoenberger, Plaintiff tactfully attempted to  
4 "clarify any misunderstanding" that Schoenberger may have had about the nature of Plaintiff's  
5 investment. Plaintiff explained that she had maintained savings which were dedicated to build an  
6 Oasis. She explained that she decided to invest in Schoenberger's pursuit of such a project and that  
7 the idea was for him to have control over the disposition of the funds for the purposes of that project.  
8 Plaintiff reiterated that her investment was in and for the Oasis project, and that all she needed at that  
9 time was the paperwork she had requested before. She asked, "please, let's get this out of the way  
10 with transparency and in mutual trust."

11 16. Schoenberger responded to Plaintiff's September 25, 2014 e-mail by stating "Ok," "I  
12 understand," and "Let's forget oasis till 2015 or 2016." But he still failed to provide the  
13 documentation that Plaintiff requested.

14 17. On September 26, 2014, in an e-mail to Plaintiff, Schoenberger purported to confirm  
15 "Oasis is being build [sic] up" and that he would continue to work on the project, telling Plaintiff she  
16 should set up a limited liability company for same – apparently forgetting that he had already told  
17 her on July 15, "I am setting up an LLC called Oasis in Delaware. It has you as owner." He also  
18 purported to justify his failure to provide any documentation whatsoever about Oasis to Plaintiff  
19 because, he said, he did not have her address. Plaintiff also spoke with Schoenberger on that same  
20 date, and repeatedly asked him to provide documentation concerning Oasis and her investment; he  
21 refused to agree to do so, and repeatedly tried to change the subject; when confronted, he said that  
22 there was no paperwork; and later, he contended that he does have paperwork, but he refused to send  
23 any to Plaintiff.

24 18. Plaintiff has demanded that Schoenberger return the funds that she provided to him as  
25 alleged above. Schoenberger refuses to do so.

26 19. Plaintiff is informed and believes, and based thereon alleges, that the Oasis project is  
27 not moving forward, that Schoenberger has at all times done little to nothing towards the  
28 development of that business with the money that Plaintiff invested, and that anything minor

1 Schoenberger may have done therewith was done to conceal the truth from Plaintiff that  
 2 Schoenberger was not investing her money as he had represented and promised, and was using it for  
 3 other purposes which he refuses to disclose. Plaintiff is also informed and believes, and based  
 4 thereon alleges, that Schoenberger has not invested Plaintiff's money in any other business such as  
 5 "working with a team of scientists to replicate the sun" as alleged above.

6 **FIRST CAUSE OF ACTION**

7 (For Breach of Contract Against All Defendants)

8 20. Plaintiff incorporates paragraphs 1 through 19 above as though set forth in full in this  
 9 cause of action.

10 21. Plaintiff offered to provide money to Schoenberger for the purpose of investing all of  
 11 it in business and developing business.

12 22. Schoenberger counter-offered that he would accept the money subject to the  
 13 conditions that the business to be developed would be owned by Plaintiff and that Plaintiff would be  
 14 entitled to 100 percent of the return on the investment.

15 23. Plaintiff accepted Schoenberger's counter-offer by providing him with the money to  
 16 be invested.

17 24. The consideration to Schoenberger for the agreement included, without limitation,  
 18 that the investment would facilitate the development of a new company through which he would be  
 19 involved in music production and that would produce his music.

20 25. Plaintiff and Schoenberger later modified their agreement by orally agreeing that  
 21 Schoenberger could invest Plaintiff's money in additional businesses and business development.  
 22 Plaintiff and Schoenberger orally agreed that Schoenberger would have general control over  
 23 investment decisions with respect to Plaintiff's money, but that the money actually would be  
 24 invested in business and business development.

25 26. Defendants have breached the agreement by using Plaintiff's money for purposes  
 26 other than investing it in business and developing business, and by failing to provide any return to  
 27 Plaintiff on her investment.  
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1 27. As a direct and proximate result of Defendants' breaches of the agreement, Plaintiff  
2 has sustained damages in a sum according to proof in excess of \$400,000.00.

3 **SECOND CAUSE OF ACTION**

4 (For Breach of the Covenant of Good Faith and Fair Dealing Against All Defendants)

5 28. Plaintiff incorporates paragraphs 1 through 25 above as though set forth in full in this  
6 cause of action.

7 29. The agreement contains a covenant of good faith and fair dealing implied by law  
8 pursuant to which each party to the agreement covenants not to do anything that would deprive the  
9 other party of the benefits of the agreement, and to do everything that the agreement presupposes  
10 that each party will do to accomplish the purposes of the agreement.

11 30. Defendants have breached the implied covenant of good faith and fair dealing by,  
12 without limitation, accepting money from Plaintiff for the purpose of investing it in business and  
13 developing business, and then (a) not using it for reasonable business purposes, (b) using it in ways  
14 not reasonably calculated to lead to business development, (c) using it in ways not reasonably  
15 calculated to lead to revenue generation from business activity, (d) refusing to identify or provide  
16 documentation to Plaintiff identifying what Defendants have done with the money, and (e) refusing  
17 to return any portion of Plaintiff's money to her.

18 31. As a direct and proximate result of Defendants' breaches of the covenant of good  
19 faith and fair dealing, Plaintiff has sustained damages in a sum according to proof in excess of  
20 \$400,000.00.

21 **THIRD CAUSE OF ACTION**

22 (For Fraud by Concealment Against Defendant Schoenberger)

23 32. Plaintiff incorporates paragraphs 1 through 19 above as though set forth in full in this  
24 cause of action.

25 33. Schoenberger knew that Plaintiff offered to provide her money to Schoenberger, and  
26 actually provided her money to Schoenberger, for the purpose of investing all of it in business and  
27 developing business.  
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1           34. At no time did Schoenberger intend to invest all of Plaintiff's money in business and  
 2 developing business. At all times relevant to this complaint, Schoenberger intended to use at least  
 3 some of Plaintiff's money for purposes unrelated to any business or business development.

4           35. Schoenberger concealed from Plaintiff the material fact that he did not intend to  
 5 invest all of Plaintiff's money in business and developing business. Schoenberger also concealed  
 6 from Plaintiff the material fact that he intended to use at least some of her money for purposes  
 7 unrelated to any business or business development.

8           36. Schoenberger had a duty to disclose to Plaintiff the fact that he did not intend to  
 9 invest all of her money in business and developing business. Schoenberger knew that Plaintiff did  
 10 not have knowledge of those facts. Schoenberger knew that Plaintiff offered to provide her money to  
 11 him, and actually provided her money to him, with the understanding and intent that Schoenberger  
 12 would invest all of it in business and developing business.

13           37. Schoenberger had a duty to disclose to Plaintiff that he intended to use at least some  
 14 of her money for purposes unrelated to any business or business development. Schoenberger knew  
 15 that Plaintiff did not have knowledge of those facts. Again, Schoenberger knew that Plaintiff offered  
 16 to provide her money to him, and actually provided her money to him, with the understanding and  
 17 intent that Schoenberger would invest all of it in business and developing business.

18           38. Schoenberger also knew that the true facts were inconsistent with the representations  
 19 he made to Plaintiff, including, without limitation, his representations that he would accept her  
 20 money only if the business were put together as Plaintiff's project, and only if Plaintiff "would have  
 21 100 PERCENT OF THE RETURN" on her investment.

22           39. Schoenberger knew that the true facts, if they were known to Plaintiff, would have a  
 23 material impact on Plaintiff's decision to provide money to Schoenberger. Schoenberger knew that if  
 24 Plaintiff had knowledge of the true facts, she would not have provided her money to him. For these  
 25 reasons, Schoenberger intentionally concealed the true facts from Plaintiff, with the intent to induce  
 26 Plaintiff to provide her money to him.  
 27  
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11-23-2014



1           40. Plaintiff provided her money to Schoenberger as alleged above. When she did so,  
 2 Plaintiff was unaware of the true facts that Schoenberger had concealed. If Plaintiff had known of  
 3 the true facts Schoenberger had concealed, Plaintiff would not have provided her money to him.

4           41. Plaintiff is informed and believes, and on that basis alleges, that Schoenberger has  
 5 used Plaintiff's money for purposes unrelated to any business or business development, and/or has  
 6 reserved some portion of Plaintiff's money for his future use unrelated to any business or business  
 7 development. Plaintiff's information and belief is based upon, without limitation, Schoenberger's  
 8 failure and refusal to return any of Plaintiff's money to her, his contention that he has no obligation  
 9 to return any money to her, and his failure and refusal to provide documentation showing what he  
 10 has done with her money.

11           42. Plaintiff is informed and believes, and on that basis alleges, that to whatever extent, if  
 12 any, Schoenberger may have used any of Plaintiff's money for purposes related to any business or  
 13 business development, he has done so with the intent to mislead Plaintiff and in furtherance of his  
 14 continuing concealment of the true facts from Plaintiff, and/or has done so without intending to  
 15 provide, and without actually providing, Plaintiff with any ownership interest in any business or  
 16 property, any right to business revenues, or any income or return on her investment. Plaintiff's  
 17 information and belief is based upon, without limitation, Schoenberger's failure and refusal to return  
 18 any of Plaintiff's money to her or to provide her with any revenue or income, his contention that he  
 19 has no obligation to return any money to her, and his failure and refusal to provide documentation  
 20 showing what he has done with her money or showing any interest that Plaintiff has in any business.

21           43. After Plaintiff provided her money to Schoenberger, he continued to conceal the true  
 22 facts from Plaintiff, with the intent to mislead Plaintiff about what he was doing with her money and  
 23 to cause her not to realize the true facts. Schoenberger did so (a) by never disclosing to Plaintiff what  
 24 in fact he has done with all of her money, and (b) by making representations to Plaintiff about  
 25 business and business development that Plaintiff's investment supposedly concerned, as alleged  
 26 above. Plaintiff is informed and believes and on that basis alleges that, apart from the possible use of  
 27 some small portion of Plaintiff's money on a web site design for the Oasis project, Schoenberger's  
 28 further representations to Plaintiff were false, and Schoenberger knew they were false when he made

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1 them. Plaintiff's information and belief is based upon, without limitation, Schoenberger's failure and  
2 refusal to return any of Plaintiff's money to her or to provide her with any revenue or income, his  
3 contention that he has no obligation to return any money to her, and his failure and refusal to provide  
4 documentation showing what he has done with her money or showing any interest that Plaintiff has  
5 in any business.

6 44. As a direct and proximate result of Schoenberger's fraudulent concealment of  
7 material facts, Plaintiff has suffered damages in a sum according to proof in excess of \$400,000.00.

8 45. Schoenberger's conduct with respect to Plaintiff was and is malicious, fraudulent, and  
9 oppressive in that Schoenberger falsely and fraudulently secured Plaintiff's money while intending  
10 not to use it for business and developing business, despite the fact that he knew Plaintiff provided the  
11 money for only those purposes. Schoenberger intended to retain and make other uses of Plaintiff's  
12 money, and has in fact done so. Schoenberger continued to conceal the truth from Plaintiff after  
13 securing her money, and has made misrepresentations to her in furtherance of that concealment, and  
14 he now flatly refuses to provide Plaintiff with documentation concerning what he has done with her  
15 money. As a result of Schoenberger's pattern of malicious, fraudulent, and oppressive conduct,  
16 Plaintiff also is entitled to an award of punitive damages against Schoenberger.

17 **FOURTH CAUSE OF ACTION**

18 (For Conversion Against All Defendants)

19 46. Plaintiff incorporates paragraphs 1 through 45 above as though set forth in full in this  
20 cause of action.

21 47. Plaintiff owned the amount of money she provided to Defendants at the time she  
22 provided the money to them, and she still owns it. Plaintiff had, and has, the right to possess that  
23 amount of money.

24 48. Defendants have converted Plaintiff's money by, without limitation, not using it for  
25 purposes of business or business development, using it for purposes other than business or business  
26 development, and refusing to return any of it to Plaintiff.

27 49. As a direct and proximate result of Defendants' conversion of Plaintiff's money,  
28 Plaintiff has suffered damages in a sum according to proof in excess of \$400,000.00.



1 54. As a result of Defendants' breaches of fiduciary duty, Plaintiff has suffered damages  
2 in a sum according to proof in excess of \$400,000.00.

3 55. Defendants' conduct with respect to Plaintiff was and is malicious, fraudulent, and  
4 oppressive in that Defendants abused Plaintiff's trust and confidence and falsely and fraudulently  
5 secured her money while intending not to use it for business and developing business, despite the  
6 fact that they knew Plaintiff provided the money for only those purposes. Defendants intended to  
7 retain and make other uses of Plaintiff's money, and have in fact done so. Defendants continued to  
8 conceal the truth from Plaintiff after securing and misusing her money, and have made  
9 misrepresentations to her in furtherance of that concealment and misuse, and now flatly refuse to  
10 provide Plaintiff with documentation concerning what they have done with her money. As a result of  
11 Defendants' pattern of malicious, fraudulent, and oppressive conduct, Plaintiff also is entitled to an  
12 award of punitive damages against Defendants.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
15 follows:

16 ON THE FIRST CAUSE OF ACTION:

- 17 1. For damages in a sum according to proof in excess of \$400,000.00;

18 ON THE SECOND CAUSE OF ACTION:

- 19 2. For damages in a sum according to proof in excess of \$400,000.00;

20 ON THE THIRD CAUSE OF ACTION:

- 21 3. For damages in a sum according to proof in excess of \$400,000.00;  
22 4. For general and consequential damages in an amount according to proof;  
23 5. For punitive damages;

24 ON THE FOURTH CAUSE OF ACTION:

- 25 6. For damages in a sum according to proof in excess of \$400,000.00;  
26 7. For general and consequential damages in an amount according to proof;  
27 8. For punitive damages;

28 ON THE FIFTH CAUSE OF ACTION:

11/24/2014



- 1           9.     For damages in a sum according to proof in excess of \$400,000.00;
- 2           10.    For general and consequential damages in an amount according to proof;
- 3           11.    For punitive damages;

4 ON ALL CAUSES OF ACTION:

- 5           12.    For prejudgment interest;
- 6           13.    For costs of suit incurred herein; and
- 7           14.    For such other and further relief as the Court deems just and proper.

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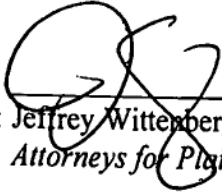
9           Dated: November 21, 2014

                  WITTENBERG LAW, APC

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 By: Jeffrey Wittenberg  
 Attorneys for Plaintiff ISABELLE GAUTHIER

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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all issues so triable.

Dated: November 21, 2014

WITTENBERG LAW, APC



By: Jeffrey Wittenberg  
*Attorneys for Plaintiff ISABELLE GAUTHIER*

11/24/2014

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Jeffrey Wittenberg (SBN 250688)</b> Wittenberg Law, APC 2665 Main Street, Suite 240B Santa Monica, CA 90405 TELEPHONE NO.: 310-295-2010 FAX NO.: 877-352-2011		<b>FOR COURT USE ONLY</b>  <b>FILED</b> Superior Court of California County of Los Angeles  <b>NOV 24 2014</b>  Sherri K. Carter, Executive Officer/Clerk By <u>M. Soto</u> Deputy Moses Soto
ATTORNEY FOR (Name): <b>Plaintiff Isabelle Gauthier</b>  SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 North Hill Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles 90012</b> BRANCH NAME: <b>Central District - Stanley Mosk Courthouse</b>		
CASE NAME: <b>Isabelle Gauthier v. Thomas Schoenberger</b>		CASE NUMBER: <b>BC 564759</b>
<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) <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>Contract</b> <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 type="checkbox"/> Other contract (37)	<b>Provisionally Complex Civil Litigation</b> (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)
<b>Other P/DPD/W (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 P/DPD/W (23)	<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>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)
<b>Non-P/DPD/W (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/W tort (35)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<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>Miscellaneous Civil Petition</b> <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): **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: November 21, 2014  
Jeffrey Wittenberg, Esq.

(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.

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**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



SHORT TITLE: <b>Gauthier v. Schoenberger</b>	CASE NUMBER <b>BC 564759</b>
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**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)**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ul> | <ul style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ul> |
|---|---|

**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.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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 checked="" 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.
Employment	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.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input 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.
Real Property	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	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.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	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.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	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.
Miscellaneous Civil Petitions	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.

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SHORT TITLE: Gauthier v. Schoenberger	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.		<b>ADDRESS:</b> 111 North Hill Street
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90012

**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: November 21, 2014

  
 (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.

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