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9/2/14

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

MAY 02 2014

Sherril R. Carter, Executive Officer/Clerk  
By Shaunya Bolden Deputy

Alarcon  
Gregory

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8 Attorneys for Plaintiff  
9 Abrams Artists Agency, Inc.

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

BC 544588

12 ABRAMS ARTISTS AGENCY, INC., a  
13 California Corporation,  
14 Plaintiff,  
15 vs.  
16 ZACHARY BAGANS, ZAK BAGANS  
17 ENTERTAINMENT, LLC, and DOES 1 through  
18 10, inclusive,  
19 Defendants.

CASE NO. BC 544588  
COMPLAINT FOR BREACH OF CONTRACT  
AND DECLARATORY RELIEF

20 Plaintiff Abrams Artists Agency ("AAA") hereby alleges as follows:

- 21 AAA is a corporation, formed in the State of California and doing business in the State of California. AAA is a talent agency licensed by the State of California.
- 22 Zachary Bagans ("Bagans") is an individual who resides [REDACTED] Bagans is a producer of, and performer in, reality television programming, including the series "Ghost Adventures" formed in Nevada.
- 23 Zak Bagans Entertainment, LLC ("ZBE") is a limited liability company and doing business in [REDACTED] ZBE is a professional services company which makes available the services of Bagans.

CIT/CASE: BC544588  
 LEA/DEF#: 00000000  
 REC'D PT # 00000000  
 DATE PAID: 05/02/14 02:43 PM  
 PAYMENT: \$435.00  
 RECEIVED: 05/02/14 02:43 PM  
 CHECK: \$435.00  
 CASH: \$0.00  
 CHARGE: \$0.00  
 CARD: \$0.00

05/02/14

1           4.     Plaintiff is, at present, uncertain as to the names and statuses (whether individual,  
 2 partnership, corporate or otherwise) of Does 1 through 10, and therefore designates them as fictitious  
 3 Defendants in accordance with Code of Civil Procedure § 474. Plaintiff will amend this Complaint to  
 4 specifically identify said Doe Defendants if and when their identities are learned.  
 5

6           5.     Plaintiff alleges on information and belief that all Defendants were the employees, agents,  
 7 partners, joint venturers and/or conspirators for and with one another, and that the acts alleged herein were  
 8 committed within the course and scope of said employment, agency, partnership, joint venture and  
 9 conspiracy.  
 10

11    FACTUAL ALLEGATIONS

12           6.     On or before August 31, 2009, Bagans and ZBE entered into an oral agreement with AAA,  
 13 whereby they retained AAA as their talent agent. The material terms of the agreement were that AAA  
 14 would provide all services normally performed by talent agencies in the entertainment field; that AAA  
 15 would be the exclusive agent for Bagans and ZBE; and that AAA would receive, as compensation, 10% of  
 16 the gross earnings of Bagans and ZBE in the entertainment industry. The agreement further provided that  
 17 AAA’s commission would apply to all monies received by Bagans and ZBE for services which they  
 18 rendered pursuant to a contract executed, or substantially negotiated, during the period AAA represented  
 19 them, and to monies paid pursuant to any renewal, extension, exercise of options or renegotiation of such  
 20 contract (except to the extent of any improvement in terms post-dating AAA’s representation). The  
 21 agreement provided that, in such situations, AAA was entitled to its commission even if monies were  
 22 received outside the period of AAA’s representation, and even if the services of Bagans and/or ZBE were  
 23 performed outside of the period of AAA’s representation. The agreement provided that payment of  
 24 commissions to AAA was due promptly upon receipt by Bagans/ZBE of payment for their services.  
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1 7. In the alternative, AAA alleges that the agreement described above was implied from the  
2 conduct and statements of the parties and from the practice in the industry.

3 8. AAA performed the duties required of it under this oral and/or implied agreement. Among  
4 other things, AAA procured and negotiated an agreement between Bagans and ZBE, on the one hand, and  
5 The Travel Channel, LLC, on the other hand, for the services of Bagans in connection with "Ghost  
6 Adventures", "Mysteries of the Old West", and other programming.

7 9. Bagans and ZBE provided services for the Travel Channel, and received compensation for  
8 these services. Pursuant to the agreement between AAA and Bagans/ZBE, Bagans and ZBE paid AAA a  
9 10% commission on monies received from the Travel Channel for a period of time.  
10

11 10. On or about October 11, 2012, AAA procured a further agreement with The Travel  
12 Channel. This agreement provided that Bagans and ZBE would receive \$4.5 million over the course of a  
13 2-3 year period. A true and correct copy of the Travel Channel agreement is attached as Exhibit A. For  
14 the period of approximately March 2013 until January 2014, Bagans and ZBE paid AAA a 10%  
15 commission on monies received from the Travel Channel.  
16

17 11. In January 2014, AAA advised one of its employee agents, Joe Rose, that AAA would not  
18 renew Rose's employment agreement, and that Rose's employment with AAA would therefore terminate  
19 in the near future. At that time, Bagans viewed Rose as his primary contact at AAA. Shortly after AAA  
20 advised Rose of the impending termination of his employment, Bagans unilaterally terminated the agency  
21 agreement with AAA. Bagans and ZBE then ceased paying agency commissions to AAA.  
22

23 12. AAA is informed and believes and thereon alleges that Bagans/ZBE received payments  
24 from the Travel Channel in the amount of \$108,333.33 (for February 2014) and \$120,833.33 (for March  
25 2014). Accordingly, payment of agency commission in the amount of \$10,833.33 (for February 2014) and  
26

1 \$12,083.33 (for March 2014) were due from Bagans and ZBE to AAA. Bagans and ZBE have failed to  
2 make these payments.

3 13. AAA is further informed and believes and thereon alleges that Bagans/ZBE will receive  
4 further payments from the Travel Channel in the amount of \$2,829,166.63 for the period April 2014  
5 through February 2015. Accordingly, payment of agency commission in the amount of \$282,916.66 (for  
6 the period April 2014 through February 2015) will be due from Bagans and ZBE to AAA. AAA is  
7 informed and believes that Bagans and ZBE deny any obligation to make these payments.  
8

9 14. In addition to the foregoing, AAA is informed and believes and thereon alleges that AAA  
10 procured and/or substantially negotiated other agreements for Bagans and ZBE during the period before  
11 Bagans' unilateral termination. Bagans and ZBE have received, or will receive, additional monies for  
12 services pursuant to these other agreements. With respect to these monies, AAA is informed and believes  
13 that Bagans and ZBE have not paid AAA's commission, will not pay the commission, and deny any  
14 obligation to pay the commission.  
15  
16

17  
18 JURISDICTION AND VENUE

19 15. Bagans and ZBE contracted with AAA, with full knowledge that AAA was a California  
20 corporation. Bagans and ZBE attended meetings with AAA in the Los Angeles area. In contracting with  
21 AAA, Bagans and ZBE knew they were contracting with a Talent Agency which was licensed by the  
22 California Labor Commission, and thus Bagans and ZBE purposefully availed themselves of the benefits  
23 of California law. The California Talent Agency Act was enacted to regulate talent agencies and to protect  
24 persons utilizing their services.  
25

26 16. In connection with the agreements procured by AAA, which are at issue in this case,  
27 Bagans and ZBE spent lengthy periods of time in California. Bagans and ZBE performed extensive  
28

1 services on the "Ghost Adventures" series in California, including work performed at the Pico House in  
2 Los Angeles, the Winchester House in San Jose, the Sacramento Tunnels in Sacramento, the Preston  
3 Castle in Ione, Linda Vista Hospital in Los Angeles, the USS Hornet in Alameda, La Purisima Mission in  
4 Lompoc, Clovis Manor in Clovis, Amargosa Opera House in Death Valley, National Hotel in Nevada  
5 City, Point Sur Lighthouse in Big Sur, Tor House in Carmel, Glen Tavern Inn in Santa Paula, Tuolumne  
6 General Hospital in Sonora, Yost Theater/Ritz Hotel/Santa Ana Historical Society in Santa Ana, Alcatraz  
7 in San Francisco, Heritage Junction in Santa Clarita, Fort MacArthur Musum in San Pedro, and the Oman  
8 House in Benedict Canyon (Los Angeles).

9  
10 17. Bagans and ZBE have substantial contacts with the State of California relating to the issues  
11 in this lawsuit, and therefore they are subject to the jurisdiction of this Court. Bagans and ZBE are out-of-  
12 state residents, and therefore venue is proper in any county designated by Plaintiff.  
13

14  
15 FIRST CAUSE OF ACTION

16 (Breach of Contract Against All Defendants)

17  
18 18. AAA realleges and incorporates paragraphs 1 through 17, inclusive.

19 19. On or before August 31, 2009, AAA, on the one hand, and Bagans and ZBE, on the other  
20 hand, entered into an oral and/or implied agreement by which AAA agreed to provide the services  
21 ordinarily provided by a licensed talent agency in the State of California, and Bagans/ZBE agreed to pay  
22 AAA a commission of 10% on all monies received for services in the entertainment industry, pursuant to  
23 any contract executed or substantially negotiated during the period of AAA's representation of  
24 Bagans/ZBE, including all extensions, renewals, renegotiation, and the exercise of options on such  
25 contracts. Payment of commissions to AAA is due promptly upon receipt by Bagans/ZBE of payment for  
26 services.  
27  
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1 20. AAA has performed its obligations under this agreement.

2 21. Bagans and ZBE have received payment from the Travel Channel for their services  
3 pursuant to a contract entered into during the period in which they were represented by AAA. However,  
4 Bagans and ZBE have failed to pay commissions on these monies to AAA and have thereby breached their  
5 obligations under the agreement.  
6

7 22. As a result of this breach by Bagans and ZBE, AAA has been damaged in an amount which  
8 will be proven at trial, and which is not less than \$305,833.32.  
9

10 SECOND CAUSE OF ACTION

11 (Quantum Meruit Against All Defendants)

12 23. AAA realleges and incorporates paragraphs 1 through 22, inclusive.  
13

14 24. In the alternative, AAA alleges that it provided services to Bagans and ZBE of a full service  
15 talent agency, that these services were provided under circumstances which would cause a reasonable  
16 person to conclude that payment was required in exchange for these services, and that AAA, on the one  
17 hand, and Bagans and ZBE, on the other hand, had an actual understanding that payment by them would  
18 be made in exchange for AAA's services.  
19

20 25. The reasonable fee for the services provided by AAA is an amount which will be proven at  
21 trial, and which is not less than \$305,833.32.  
22

23 THIRD CAUSE OF ACTION

24 (Declaratory Relief Against All Defendants)

25 26. AAA realleges and incorporates paragraphs 1 through 25, inclusive.  
26  
27  
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1           27.     AAA contends that Bagans and ZBE are obligated to pay to AAA amounts equal to 10% of  
2 the amounts received by Bagans and ZBE for services which they perform pursuant to (a) the Travel  
3 Channel contract, (b) any other contract procured or substantially negotiated during the period in which  
4 AAA represented Bagans and ZBE, and (c) any extensions, renewals, exercises of option or renegotiations  
5 of such contracts. AAA is informed and believes and thereon alleges that Bagans and ZBE dispute this  
6 contention and claim that they have no obligation to make any payments to AAA.  
7

8           28.     An actual controversy exists as to the legal rights and duties of the parties under the  
9 agreement, which dispute is justiciable, and ripe to be resolved by this Court.  
10

11  
12                                 PRAYER

13           WHEREFORE, AAA prays as follows:

14           On the First and Second Causes of Action:

- 15           1.     That Judgment be entered against in favor of AAA, and against Bagans and ZBE, on the  
16 breach of contract claim in an amount to be proven at trial, and which is not less than \$305,833.32;  
17  
18           2.     That Pre-Judgment interest be awarded to AAA and against Bagans and ZBE; and

19           On the Third Cause of Action:

- 20           3.     That the Court issue a declaration establishing the rights of the parties and stating that AAA  
21 is entitled to receive 10% of all monies received by Bagans and/or ZBE as a result of their services  
22 pursuant to (a) the Travel Channel contract, (b) any other contract procured or substantially negotiated  
23 during the period in which AAA represented Bagans and ZBE, and (c) any extensions, renewals, exercises  
24 of option or renegotiations of such contracts.  
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On All Causes of Action:

- 4. That costs be awarded to AAA.
- 5. For such other and further relief as to the Court may deem just and proper.

DATED: May 2, 2014

ISAACMAN, KAUFMAN & PAINTER  
A Professional Corporation

By:   
Steven H. Blackman  
Attorneys for Plaintiff  
Abrams Artists Agency, Inc.

Deadline.com

BS/02/14



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
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 ATTORNEY FOR (Name): Plaintiff Abrams Artists Agency

FOR COURT USE ONLY

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

MAY 02 2014

Sheri R. Carter, Executive Officer/Clerk  
 By:  Deputy  
 Shaunya Bolden

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill St.  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Los Angeles, CA 90012  
 BRANCH NAME:

CASE NAME:

CASE NUMBER:  
**BC 544588**

JUDGE:

DEPT:

**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)

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**

Auto (22)  
 Uninsured motorist (46)

**Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)

**Employment**

Wrongful termination (36)  
 Other employment (15)

**Contract**

Breach of contract/warranty (06)  
 Rule 3.740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)

**Real Property**

Eminent domain/inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

**Unlawful Detainer**

Commercial (31)  
 Residential (32)  
 Drugs (38)

**Judicial Review**

Asset forciture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)**

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

RICO (27)  
 Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

Partnership and corporate governance (21)  
 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.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- 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): 3

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: May 2, 2014  
 Steven H. Blackman



(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**

**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 PIPD/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 PIPD/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 PIPD/WD

**Non-PIP/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-PIP/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

001/002/14

SHORT TITLE:

Abrams Artists Agency v. Bagans

CASE NUMBER

BC 544588

**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 <sup>3</sup>  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.

	<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 Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	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.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1., 4.	
<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.	

SHORT TITLE:

Abrams Artists Agency v. Bagans

CASE NUMBER

	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 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 checked="" 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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SHORT TITLE:

Abrams Artists Agency v. Bagans

CASE NUMBER

	<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
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	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
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	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

SHORT TITLE: Abrams Artists Agency v. Bagans	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: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <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: 9200 Sunset Blvd
CITY: Los Angeles	STATE: CA	ZIP CODE: 90069

**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: May 2, 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.

E-FILE