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Attorneys for Plaintiff BRYAN BARBER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—CENTRAL DISTRICT

BRYAN BARBER, an individual,

Plaintiff,

vs.

KENYA BARRIS, an individual; WILMORE
FILMS, a business entity form unknown;
PRINCIPATO-YOUNG ENTERTAINMENT,
INC., a California corporation; CINEMA
GYPSY PRODUCTIONS, INC., a New York
corporation; and DOES 1-10, inclusive,

Defendants.

CASE NO. **BC 633418**

COMPLAINT FOR:

1. BREACH OF IMPLIED-IN-FACT CONTRACT
2. BREACH OF CONFIDENTIALITY
3. DECLARATORY RELIEF
4. ACCOUNTING
5. FRAUD (CONCEALMENT)
6. BREACH OF FIDUCIARY DUTY

FILED
Superior Court of California
County of Los Angeles

SEP 09 2016

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

D-31

Jessie

CIT/CASE: BC633418
LEA/DEF#:
RECEIPT #: CCH524880064
DATE PAID: 09/09/16 02:01 PM
PAYMENT: \$435.00
RECEIVED: \$10
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

COMPLAINT

09/09/2016

1 Plaintiff BRYAN BARBER ("Plaintiff") complains and alleges as follows:

2 1. Plaintiff, a successful writer and director, brings this action against the purported
3 creators and producers of the highly acclaimed television series "Black-ish" as a result of their
4 commercial exploitation of Plaintiff's idea and Original Untitled Script, which culminated in
5 Defendants' development of the series without Plaintiff's knowledge or authorization, and without
6 providing Plaintiff with credit and compensation.

7 **THE PARTIES**

8 2. At all times herein mentioned, Plaintiff BRYAN BARBER ("Plaintiff") was and is
9 an individual residing in the County of Cobb, State of Georgia.

10 3. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
11 mentioned, Defendant KENYA BARRIS ("Barris") was and is an individual residing in the
12 County of Los Angeles, State of California.

13 4. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
14 mentioned, Defendant WILMORE FILMS ("Wilmore") was and is a business entity, form
15 unknown, conducting business in the State of California.

16 5. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
17 mentioned, Defendant CINEMA GYPSY PRODUCTIONS, INC. ("CGP") was and is a
18 corporation organized and existing under and by virtue of the laws of the State of New York, and
19 registered to conduct business in the State of California, with its principal place of business
20 located in the County of Los Angeles, State of California.

21 6. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
22 mentioned, Defendant PRINCIPATO-YOUNG ENTERTAINMENT, INC. ("PYE") was and is a
23 corporation organized and existing under and by virtue of the laws of the State of California, with
24 its principal place of business located in the County of Los Angeles, State of California.

25 7. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
26 mentioned, each of the Defendants was the agent, servant and employee of his or its co-
27 Defendants, and in doing the things hereinafter mentioned, was acting within the course and scope
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1 cf his or its authority as such agent, servant and employee, and with the ratification and consent of
2 each of the other co-Defendants, respectively.

3 8. The wrongful conduct of Defendants giving rise to the within action alleged herein
4 occurred within the County of Los Angeles, State of California.

5 **FACTS COMMON TO ALL CAUSES OF ACTION**

6 9. Plaintiff is a writer, director, producer and actor with more than 20 years of
7 experience in the entertainment industry. Plaintiff is recognized as a premier feature film,
8 television, commercial, and award-winning music video writer, producer and director.

9 10. In or about 1996, Plaintiff met Defendant Barris while they were attending Clark
10 Atlanta University. They became close, personal friends. They both went on to become writers
11 represented by separate talent agents at William Morris Agency ("WMA").

12 11. In or about 2006, Plaintiff and Barris, who were both represented by WMA at the
13 time, formed a partnership pursuant to which they jointly developed as partners a project for
14 commercial exploitation, which culminated in a development agreement with VH-1 Films and
15 their creation and delivery to VH-1 of an untitled written script (the "Original Untitled Script").
16 The Original Untitled Script was premised on Plaintiff's idea for a television show about the black
17 experience as seen through the lens of a successful, creative and affluent black man working in the
18 predominantly white entertainment industry. Plaintiff's idea was based on his own life
19 experiences, which he had shared with Barris in confidence and with the understanding that
20 Plaintiff intended to exploit it commercially in partnership with Defendant Barris.

21 12. By the end of 2006, VH-1 ceased further development on the Original Untitled
22 Script. However, at no point thereafter did Plaintiff authorize Barris to exploit Plaintiff's idea or
23 the Original Untitled Script.

24 13. Plaintiff is informed and believes that at some point between the end of 2006 and
25 September 2014, Defendant Barris—using Plaintiff's idea for the Original Untitled Script—wrote,
26 developed and shopped the pilot episode for Black-ish without Plaintiff's knowledge or
27 authorization. Indeed, Defendant Barris intentionally concealed these facts from Plaintiff. The
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1 pilot episode for Black-ish was predicated in all material respects on Plaintiff's idea and/or the
2 Original Untitled Script.

3 14. On or about September 24, 2014, the pilot episode for "Black-ish" aired on the
4 ABC Network (the "Series"). The Series from its inception has been a highly-acclaimed and
5 successful television series.

6 15. Plaintiff is informed and believes, and based thereon alleges that Barris was
7 credited as the writer and creator of the Series. Defendant Barris concealed from Plaintiff the fact
8 that Defendant Barris had hijacked from Plaintiff and their partnership the development of the
9 pilot and the Series. Plaintiff did not authorize any other persons associated with the Series,
10 including Barris, to exploit Plaintiff's idea or the Original Untitled Script. Thus, Plaintiff was
11 shocked to discover that the pilot was substantially similar (and nearly identical) in plot and
12 sequence, character, mood and place and dialogue to the Original Untitled Script that he and
13 Barris had delivered to VH-1 in 2006. For example, the Original Untitled Script and the pilot each
14 shared the following:

15 **Plot and Sequence of Events:**

16 a. Both works focus on the black experience as seen through the lens of an
17 upper-class black, male protagonist and the challenges or experiences he and/or his family
18 encounters in a predominantly white environment;

19 b. In both works, the plot evolves over the course of a typical day for the
20 protagonist;

21 c. In both works, the protagonist goes to his entertainment/media industry
22 office where he is greeted by a white colleague who provides comedic relief through his constant
23 efforts to "be cool and act black";

24 d. In both works, a white colleague addresses the protagonist with a "black"
25 nickname;

1 e. In both works, the protagonist corrects a white colleague's pronunciation of
2 his name (the awkward expression of African American names by a white character is thus used to
3 further magnify the black experience);

4 f. In both works, a white colleague attempts to perform a "black" handshake
5 which leads to the protagonist to reflecting on the awkwardness of the handshake;

6 g. Both works address a character's hardship in finding success as a black
7 professional in corporate America;

8 h. Both works address the ironies of the black family experience;

9 i. Both works address shattering black stereotypes - which are used to set-up
10 jokes (e.g. references to "grape drink" or "grape soda", use of stereotypical "black" verbiage); and,

11 j. Both works conclude with the protagonist overcoming challenges with race
12 relations, adapting to his professional environment, and coming to terms with his "blackish-ness."

13 **Characters:**

14 k. Both works feature a successful black, male protagonist who works a
15 creative job in the media industry, with a tendency to "name-drop" in reaction to celebrities, drives
16 a Silver BMW, dresses in high-end clothing, and is married to a bi-racial doctor named "Rainbow"
17 (abbreviated as "Bow") who he tries to exclude from extra activities whenever possible;

18 l. In both works, the "Bow" character is suspicious of her husband's
19 wandering attention;

20 m. Both works feature a white character attempting to relate to a black
21 character and unintentionally "stepping over the line";

22 n. Both works feature a character who is dissatisfied with being assigned to a
23 predominantly white company's "Urban Department" because he is black;

24 o. Both works feature a character who is uncomfortable during staff meetings;
25 and,

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1 p. Both works feature a white "boss" character that frequently has awkward
2 exchanges due to his inability to understand the black character's world through body language
3 and slang;

4 **Mood and Place:**

5 q. Both works employ hip-hop music to show the protagonist's affinity for
6 hip-hop music and black empowerment; and,

7 r. Both works progress throughout the course of the protagonist's typical day
8 with the setting switching from home to the office.

9 **Dialogue:**

10 s. The "Rainbow" character is referred to by the other characters in the plot as
11 "Bow"; and,

12 t. Both works refer to a division in the predominantly white Company which
13 focuses on black culture as the "Urban Department".

14 16. Plaintiff did not receive any credit or compensation from Defendants for the
15 exploitation of his idea and the Original Untitled Script, resulting in significant damages.

16 **FIRST CAUSE OF ACTION**

17 **(Breach of Implied-In-Fact Contract against Defendant Barris and Does 1-10)**

18 17. Plaintiff repeats and realleges each of and all the allegations set forth in paragraphs
19 1 through 16, inclusive, as though fully set forth herein.

20 18. In or around 2006, Plaintiff and Barris formed a 50/50 partnership for the purpose
21 of writing, developing, directing and producing television programs.

22 19. In or about 2006, Plaintiff and Barris, who were both represented by WMA at the
23 time, jointly developed as partners a project for commercial exploitation, which culminated in a
24 development agreement with VH-1 Films and their creation and delivery to VH-1 of the Original
25 Untitled Script which was premised on Plaintiff's idea for a television show about the black
26 experience as seen through the lens of a successful, creative and affluent black man working in the
27 predominantly white entertainment industry. Plaintiff's idea was based on his own life
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1 experiences, which he had shared with Barris in confidence and with the understanding that
2 Plaintiff intended to exploit it commercially through their partnership.

3 20. By the end of 2006, VH-1 had ceased further development on the Original Untitled
4 Script. However, at no point thereafter did Plaintiff authorize Barris to exploit Plaintiff's idea or
5 the Original Untitled Script.

6 21. On or about September 24, 2014, the ABC Network aired the pilot episode for the
7 Series. Plaintiff is informed and believes, and based thereon alleges that Barris was credited as the
8 writer and creator of the pilot and the Series. Barris concealed from Plaintiff the fact that Barris
9 had used Plaintiff's idea and the Original Untitled Script to write the pilot.

10 22. Plaintiff was unaware of and was not involved in the development of the pilot or
11 the Series. Thus, Plaintiff was shocked to discover that the pilot was substantially similar (and
12 nearly identical) in plot and sequence, character, mood and place, and dialogue to the Original
13 Untitled Script that he and Barris had delivered to VH-1 in 2006, as discussed in greater detail
14 above.

15 23. Plaintiff is informed and believes, and based thereon alleges that Barris disclosed
16 Plaintiff's idea and/or the Original Untitled Script to the other Defendants so that they could
17 commercially exploit Plaintiff's idea and/or the Original Untitled Script by producing the Pilot and
18 the Series without obtaining Plaintiff's knowledge, permission or authorization, and without
19 providing Plaintiff with credit and compensation.

20 24. Plaintiff did not ever authorize Barris or any other Defendant to use and exploit his
21 idea and/or the Original Untitled Script. Plaintiff did not ever receive any credit or compensation
22 from Defendants for the use and commercial exploitation of Plaintiff's idea and/or the Original
23 Untitled Script.

24 25. Plaintiff is informed and believes, and based thereon alleges that the Series is in its
25 third season of production.

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26. Plaintiff is informed and believes, and based thereon alleges that as a direct and proximate result of Defendants' breach, Plaintiff has been damaged in an amount subject to proof at trial, but estimated to exceed \$1,000,000.00, plus interest.

SECOND CAUSE OF ACTION

(Breach of Confidentiality against Defendant Barris and Does 1-10)

27. Plaintiff repeats and realleges each of and all the allegations set forth in paragraphs 1 through 16, inclusive, as though fully set forth herein.

28. In or about 2006, Plaintiff and Barris, who were both represented by WMA at the time, jointly developed a project for commercial exploitation, which culminated in a development agreement with VH-1 Films and their creation and delivery to VH-1 of the Original Untitled Script which was premised on Plaintiff's idea for a television show about the black experience as seen through the lens of a successful, creative and affluent black man working in the predominantly white entertainment industry. Plaintiff's idea was based on his own life experiences, which he had shared with Barris in confidence and with the understanding that Plaintiff intended to exploit it commercially through their partnership.

29. By the end of 2006, VH-1 ceased further development on the Original Untitled Script. However, at no point thereafter did Plaintiff authorize Barris to exploit Plaintiff's idea or the Original Untitled Script.

30. Plaintiff is informed and believes, and based thereon alleges that Barris breached the implied confidentiality agreement by sharing and/or disclosing Plaintiff's idea and/or the Original Untitled Script with the other Defendants so that they could commercially exploit Plaintiff's idea and/or the Original Untitled Script by producing the Pilot and the Series without Plaintiff's knowledge, permission or authorization, and without providing Plaintiff with credit and compensation.

31. Plaintiff is informed and believes, and based thereon alleges, that as a direct and proximate result of Defendants' breach, Plaintiff has been damaged in an amount subject to proof at trial, but estimated to exceed \$1,000,000.00, plus interest.

09:09:2016

1 **THIRD CAUSE OF ACTION**

2 **(Declaratory Relief against All Defendants)**

3 32. Plaintiff repeats and realleges each of and all the allegations set forth in paragraphs
4 1 through 16, inclusive, as though fully set forth herein.

5 33. An actual dispute and controversy now exists between Plaintiff and Defendants as
6 to (1) whether Defendants exploited Plaintiff's idea and/or Original Untitled Script in their
7 development of the Pilot and Series; and (2) whether Plaintiff is entitled to compensation and
8 credit as writer and creator of the Series, including all derivative, ancillary and merchandising
9 rights and interests that have or will flow from Plaintiff's original concept that is now known as
10 "Black-ish".

11 34. Plaintiff contends that he is entitled to compensation and credit as a writer and
12 creator of the Series, including all attendant rights and interests.

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 dispute Plaintiff's contentions.

15 36. Therefore, Plaintiff desires and requests a judicial determination and declaration of
16 the respective rights and obligations of the parties.

17 **FOURTH CAUSE OF ACTION**

18 **(Accounting against All Defendants)**

19 37. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1
20 through 16, inclusive, as though fully set forth herein.

21 38. The total amount of revenue earned by Defendants as a result of their wrongful
22 conduct described hereinabove is unknown to Plaintiff and cannot be ascertained without an
23 accounting of the records, profits, revenues, merchandising, and other derivatives of Defendants.

24 39. Plaintiff hereby demands an accounting of all funds, benefits, and property received
25 or earned as a result of Defendants' commercial exploitation of Plaintiff's idea and/or the Original
26 Untitled Script through the development of the Series.

FIFTH CAUSE OF ACTION

(Fraud against Defendant Barris and Does 1-10)

40. Plaintiff repeats and realleges each of and all the allegations set forth in paragraphs 1 through 16, inclusive, as though fully set forth herein.

41. Plaintiff and Barris were partners, and each owed the other fiduciary duties of fealty, honesty and candor.

42. In the alternative, Plaintiff and Barris were otherwise in a contractual relationship that required Barris to refrain from exploiting Plaintiff's idea and the Original Untitled Script for Barris' gain to the exclusion and detriment of Plaintiff.

43. Plaintiff is informed and believes, and based thereon alleges that Defendants actively concealed important facts from Plaintiff about their development of the Series, which they had a duty to disclose. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew that these facts were not accessible to Plaintiff and otherwise prevented Plaintiff from discovering those facts.

44. Plaintiff did not know of these concealed facts.

45. Plaintiff is informed and believes, and based thereon alleges that Defendants intentionally concealed these facts with intent to defraud Plaintiff.

46. Plaintiff reasonably relied upon Defendants' deception, and would have acted differently had he known the true facts.

47. As a result of Defendants' concealment and deception, Plaintiff was harmed.

48. Defendants' concealment and deception was a substantial factor in causing Plaintiff's harm.

49. Plaintiff is informed and believes, and based thereon alleges, that as a direct and proximate result of Defendants' fraud, Plaintiff has been damaged in an amount subject to proof at trial, but estimated to exceed \$1,000,000.00, plus interest. Plaintiff requests the imposition of a constructive trust over all sums received by Defendants from the Series.

1 **SIXTH CAUSE OF ACTION**

2 **(Breach of Fiduciary Duty against Defendant Barris and Does 1-10)**

3 50. Plaintiff repeats and realleges each of and all the allegations set forth in paragraphs
4 1 through 16, inclusive, as though fully set forth herein.

5 51. Plaintiff and Barris were partners, and each owed the other fiduciary duties of
6 fealty, honesty and candor.

7 52. Barris breached his fiduciary duties to Plaintiff as alleged herein.

8 53. Plaintiff was harmed by Barris' breach of his fiduciary duties.

9 54. Barris' breach was a substantial factor in causing Plaintiff's harm.

10 55. Plaintiff is informed and believes, and based thereon alleges, that as a direct and
11 proximate result of Defendants' breach, Plaintiff has been damaged in an amount subject to proof
12 at trial, but estimated to exceed \$1,000,000.00, plus interest. Plaintiff requests the imposition of a
13 constructive trust over all sums received by Defendants from the Series.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment as follows:

- 16 1. For compensatory damages in an amount to be determined according to proof at
17 trial;
- 18 2. For a declaration that Plaintiff is entitled to compensation and credit as writer and
19 creator of the Series, including all derivative, ancillary and merchandising rights and interests that
20 have or will flow from Plaintiff's original concept that is now known as "Black-ish".
- 21 3. For an accounting of all monies, benefits, and royalties received by Defendants
22 from Defendants' exploitation of Plaintiff's idea and/or Original Untitled Script through the
23 development of the Series;
- 24 4. For the imposition of a constructive trust;
- 25 5. For attorney's fees as provided by law;
- 26 6. For costs of suit; and,
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1 7. For such other relief as the Court deems just and proper.

2 Dated: September 9, 2016

INGBER & ASSOCIATES
A PROFESSIONAL LAW CORPORATION

3
4 By: 

Kenneth S. Ingber, Esq.
Karol H. Ingber, Esq.
Benson K. Lau, Esq.
Attorneys for Plaintiff BRYAN BARBER

5
6
7 Dated: September 9, 2016

CARLSEN LAW CORPORATION

8
9 By: 

Miles Carlsen, Esq.
Attorneys for Plaintiff BRYAN BARBER

Deadline

09/09/2016

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address):

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ATTORNEY FOR (Name): Plaintiff BRYAN BARBER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill Street

MAILING ADDRESS: (same as above)

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

BRYAN BARBER v. KENYA BARRIS, et al.

FILED
Superior Court of California
County of Los Angeles

SEP 09 2016

Sherri K. Carter, Executive Officer/Clerk

By M. Soto Deputy
Moses Soto**CIVIL CASE COVER SHEET**
☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)
 ☐ **Limited**
(Amount
demanded is
\$25,000 or less)
Complex Case Designation
☐ **Counter**
☐ **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

BC 633418

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**
☐ Auto (22)
☐ Uninsured motorist (46)
Other PI/PD/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 forfeiture (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): 6

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: September 9, 2016

Kenneth S. Ingber

(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.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PC/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:

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CASE NUMBER

BC 633418

**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 ☐ 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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C 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 <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	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.

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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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input 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 checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

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CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement
of JudgmentMiscellaneous
Civil ComplaintsMiscellaneous
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 checked="" 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 (Nct 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.

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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.

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 checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 2000 Avenue Of The Stars, 3rd Floor, North Tower
CITY: Los Angeles	STATE: CA	ZIP CODE: 90067

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: 9/9/2016

 (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.

09/09/2016