

A6028  
91354

1 STEPHEN J. GOLBERG (SBN 74473)  
2 LAW OFFICE OF STEPHEN J. GOLDBERG  
3 623 Levering Ave.  
4 Los Angeles, CA 90024  
5 Tel: (310) 824-2447  
6 Fax: (310) 209-1603

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

JAN 14 2013

John A. Clark, Executive Officer/Clerk  
BY Cristina Grijalva Deputy  
Cristina Grijalva

7 Attorney for Plaintiffs  
8 Beth Grossbard and Barri Rosenblum

D 72 Ruth Ann Kwan

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

9 BETH GROSSBARD, an individual,  
10 BARRI ROSENBLUM, an individual

CASE NO. BC 499088

11 Plaintiffs,

COMPLAINT FOR:

12 v.

1. BREACH OF IMPLIED-IN-FACT  
CONTRACT

13 THE WALT DISNEY COMPANY, a  
14 Delaware Corporation, ABC, INC., a  
15 Delaware Corporation, ABC FAMILY,  
16 an unknown entity, BETH MILLER, an  
17 individual, and DOES 1 through 20,  
18 inclusive,

2. BREACH OF CONFIDENCE

3. CONSTRUCTIVE TRUST

19 Defendants.

4. ACCOUNTING

DEMAND FOR JURY TRIAL

20  
21 Plaintiffs Beth Grossbard and Barri Rosenblum (hereinafter "Plaintiffs") allege as  
22 follows:

23 VENUE:

24 1. The venue is Los Angeles County because Plaintiffs BETH GROSSBARD  
25 resides in Los Angeles County, and Defendants THE WALT DISNEY COMPANY, ABC, INC.  
26 ABC FAMILY, (hereinafter "ABC") have their principal place of business in Los Angeles

CIT/CASE: BC 499088  
LEA/DEF#:   
RECEIPT  
DATE PAID 01/14/13 02:18 PM  
PAYMENT: \$435.00  
RECEIVED  
CHCK: \$435.00  
CASH: \$0.00  
CHRG: \$0.00  
CASH: \$0.00

55-1547-3

1 County and BETH MILLER (hereinafter "Miller") resides in Los Angeles County, and the  
2 contract between the parties was to be performed in Los Angeles County.

3 **THE PARTIES:**

4 **PLAINTIFFS**

5  
6 2. Plaintiff, BETH GROSSBARD, is an individual who resides in Los Angeles  
7 County, State of California.

8 3. Plaintiff, BARRI ROSENBLUM, is an individual who resides in San Francisco  
9 County, State of California. Her professional name as used in the entertainment industry is Barri  
10 Evins.

11 **DEFENDANTS**

12 4. Defendants THE WALT DISNEY COMPANY, and ABC, INC., are both  
13 Delaware Corporations doing business in California with their principal places of business in Los  
14 Angeles County. Upon information and belief, THE WALT DISNEY COMPANY, may own  
15 and/or control ABC, INC.

16 5. Defendant ABC FAMILY, is an unknown legal entity, but upon information and  
17 belief, it is believed to be a basic cable television channel owned and controlled by Defendants  
18 THE WALT DISNEY COMPANY and ABC, INC.

19 6. Defendant BETH MILLER is an individual who resides in Los Angeles County.

20  
21 7. Plaintiffs are ignorant of the true names and capacities of the Defendants sued  
22 herein as Does 1 through 20, inclusive, and therefore sue such Defendants by fictitious names.  
23 Plaintiffs will seek leave of Court to amend this complaint to allege their true names and  
24 capacities when they have been ascertained. Plaintiffs are informed and believe, and thereon  
25 allege, that each of the fictitiously named Defendants were responsible in some manner for the  
26 occurrences herein alleged, and that Plaintiffs' damages, as herein alleged, were proximately  
27 caused by such conduct.

28



1 Grossbard had pitched Ms. Ebbs several times prior to the December 13, 2005 meeting. In  
2 addition, Rosenblum knew Defendant Miller since they had both worked at the same talent  
3 agency at the same time in the 1990s. Therefore, the Defendants understood perfectly well that  
4 they would have to compensate Plaintiffs if they ever used the Idea, as they are in the business of  
5 accepting pitches from producers and developing ideas from independent producers which result  
6 in television movies or series which produce fees, profit-sharing revenue, and on-screen producer  
7 credits for the producers.  
8

9 12. During the one hour long meeting Ms. Gruska gave an extremely detailed oral  
10 pitch and covered the major story beats of "I Hate Christmas" which included descriptions of  
11 how the heroine moved through stages of self-actualization (intentionally based on psychologist  
12 Abraham Maslow's theories) as the story unfolds in a restaurant with her boyfriend who is about  
13 to propose to her. Ms. Gruska (also an actress) was specific in her description of the character's  
14 intonation and emotion, and acted out many of the scenes, reciting dialogue, including that of a  
15 character, a ladies' room attendant with an accent, who "shpritzed" the heroine with perfume  
16 causing her to re-live past Christmases with former boyfriends each time. This shpritz device  
17 which caused time to slow down, sound to fade out, and the room to spin in ultra slow motion,  
18 was repeated each time the heroine went back to the ladies room, emerging to find time shifted.  
19 After the Plaintiffs and Ms. Gruska finished their presentation, the meeting participants discussed  
20 the "rules" of the device of repeating the day and the Plaintiffs answered repeated questions from  
21 Ms. Ebbs and Ms. Miller. Defendant Miller took extensive written notes during the pitch  
22 meeting. Both Ms. Ebbs and Ms. Miller thought the Idea was great and said they thought it was  
23 "unique". Ms. Ebbs and Ms. Miller said they would discuss the Idea internally and get back to  
24 Plaintiffs.  
25

26 13. A few days after the pitch meeting, Grossbard hand delivered to Ms. Ebbs' office  
27 an eight page written treatment for the Idea entitled "I Hate Christmas", including several pages  
28

1 of dialogue. The writer of the treatment is identified as Denise Gruska based on an idea by Barri  
2 Evins. This treatment was never returned to Plaintiffs. In a December 20, 2005 email exchange  
3 with Rosenblum, Miller confirmed that she and Ms. Ebbs "totally get the story and concept"  
4 regarding the Idea.

5  
6 14. A few months after the pitch meeting Ms. Ebbs passed on buying the Idea in a  
7 telephone call with Grossbard. Ms. Ebbs said that they had given the idea considerable thought,  
8 but said they were passing because the story might not be best for ABC Family. Ms. Ebbs  
9 reiterated that she thought the pitch was extremely thorough and the concept was great, but just  
10 not for ABC Family audience.

11 15. At no time did Plaintiffs give Defendants permission to disclose the Idea or to use  
12 the Idea independently to create a movie or television show without monetary compensation to  
13 Plaintiffs.

14 16. On or about early December, 2011, Plaintiffs discovered that ABC was airing a  
15 television movie called "The 12 Dates of Christmas" on December 11, 2011 on ABC Family  
16 cable television channel. Defendant Miller, while no longer an ABC executive, was credited as  
17 "Executive Producer" of the movie who was responsible for its development and production.

18 17. There are a considerable number of similarities between the Plaintiffs' Idea and  
19 the ABC Family television movie, "The 12 Dates of Christmas". In both stories, the heroine is  
20 determined to marry the man she believes is "Mr. Right" no matter what, even though he may  
21 not be right for her. Both stories are set on Christmas Eve. Both stories involve the repetition of  
22 Christmas Eve, time and again. The repeated time rewind device in both stories is a shpritz of  
23 perfume given the heroine by a black ladies room attendant in Plaintiffs' story and by a black  
24 Department store saleswoman in "The 12 Dates of Christmas", a duplication of a unique plot  
25 mechanism which cannot be merely coincidental. In each story, in at least one rewind, the  
26 heroine is clearly supposed to be learning something from this experience. The character arc is  
27

28

1 virtually identical in both stories. The heroine must become a more evolved or self-actualized  
2 person through confronting issues such as overcoming low self-esteem, becoming other-directed  
3 and putting the happiness of others before one's own happiness (based on psychologist Abraham  
4 Maslow's studies). In fact, Maslow's characteristics of self-actualized individuals are clearly  
5 referenced in the movie's dialogue. In each story, the heroine learns to, as explained in the pitch  
6 meeting and stated in Plaintiff's treatment, "focus on the problems of others." In each story, the  
7 heroine expresses that one of her greatest fears is being alone, especially on Christmas, and then  
8 experiences that and learns to cope with it. Both have additional holiday scenes in the home of  
9 the heroine's parents in which the heroine comes to understand her parents' relationship in a new  
10 more positive light. In both stories "Mr. Right" is there all along, but he is another character (in  
11 Plaintiff's story, he is the waiter), not the heroine's boyfriend. Over the course of both stories,  
12 the heroine is convinced that her boyfriend is the right guy for her, but by the end, she realizes  
13 that not only is he not right for her, but that she's known it for a long time, and has been in denial  
14 about it. At the end of both stories, she tells this to "Mr. Right" and wishes him well. Indeed,  
15 the ABC television movie, "The 12 Dates of Christmas", is nothing more than a hijacking  
16 of the Idea which was originally pitched by Plaintiffs to Defendants and the treatment  
17 which was given to ABC executives by the Plaintiffs, cloned and re-written in a crude  
18 attempt to conceal the brazen theft of the Idea.  
19

20 **FIRST CAUSE OF ACTION**

21 **BREACH OF IMPLIED IN FACT CONTRACT**

22 (Against All Defendants)

23  
24 18. Plaintiffs reallege and incorporate by this reference the allegations contained in  
25 paragraphs 1 through 17, as though fully set forth herein.

26 19. In 2005 Plaintiffs, successful television movie producers, conceived and worked  
27 with a professional television writer to develop the "I Hate Christmas" television movie Idea.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

20. On December 13, 2005, Plaintiffs and the writer they worked with pitched the Idea in a one hour meeting to ABC executives, including Defendant Miller, at ABC Family offices. These ABC executives were in the business of taking and soliciting pitches from television producers. The Defendants knew and fully understood that they would have to compensate Plaintiffs and give them producer credits, if ABC or its agents used the Idea that Plaintiffs pitched to ABC. Defendants understood and agreed that the Plaintiffs were conditioning their disclosure of the Idea to Defendants who would pay for the use of the Idea. Defendants knowing these conditions before the Idea was disclosed to them, voluntarily accepted its disclosure. In addition, a few days after the pitch meeting, Grossbard delivered an eight page written treatment of the Idea to the office of Donna Ebbs of ABC Family in whose office the original pitch meeting took place.

21. As a result of Plaintiff's disclosure of their Idea to Defendants on the terms and conditions alleged above, Defendants entered into an implied-in-fact contract that required them to compensate Plaintiffs for the use of their Idea.

22. Plaintiffs have performed each and every obligation required of them pursuant to the terms and conditions of the implied-in-fact contract.

23. ABC found the Idea valuable and used the Idea to create a movie of the week, "The 12 Dates of Christmas" in 2011, assigning its former executive, Beth Miller, to produce it, one of the very executives who was present and taking notes at the initial pitch meeting in 2005. Miller, while no longer an ABC executive or employee, was engaged as an executive producer of the movie by ABC and paid to develop and produce it for ABC. Defendants never contacted Plaintiffs about the Idea again and never compensated them and never gave them producer credits for the use and appropriation of their Idea. Defendants and each of them breached the implied-in-fact contract by failing to compensate Plaintiffs and failing to give them producer credits for the use of their Idea.





1 Idea was disclosed to them by the Plaintiffs, voluntarily accepted the confidential disclosure  
2 from the Plaintiffs.

3  
4 29. Defendants and each of them breached the confidential relationship by using the  
5 Idea and disclosing Plaintiffs' Idea to numerous third parties, including writers, producers,  
6 directors, and in making a television movie based on the idea and releasing it to the general  
7 public, without the permission of Plaintiffs, and without compensating the Plaintiffs for  
8 exploitation of their Idea.

9 30. Defendants and each of them made fees and profits from the exploitation of the  
10 Plaintiff's Idea without compensating Defendants. As a direct and proximate result of  
11 Defendants' breach of confidence, Plaintiffs have suffered damages in an amount that is in  
12 excess of the minimum jurisdiction of the Superior Court.

13 31. Defendants' conduct as described herein was done with a conscious disregard of  
14 the rights of Plaintiffs, with the intent to vex annoy, and/or harass Plaintiffs and to unjustly profit  
15 from the use of Plaintiffs' Idea. Such conduct was unauthorized and constitutes oppression,  
16 fraud, and/or malice under California Civil Code § 3294, entitling Plaintiffs to an award of  
17 punitive damages in an amount appropriate to punish or set an example of the Defendants in an  
18 amount to be determined at trial.

19  
20 **THIRD CAUSE OF ACTION**

21 **CONSTRUCTIVE TRUST**

22 **(Against THE WALT DISNEY COMPANY and ABC, INC.)**

23  
24 32. Plaintiffs incorporate the foregoing allegations contained in paragraphs 1  
25 through 31 as if fully set forth herein.





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

DATED: January 9, 2013

LAW OFFICE OF STEPHEN J. GOLDBERG

By *Steph Goldberg*

Stephen J. Goldberg, Attorney for Plaintiffs

*THE*  
**Hollywood**  
**REPORTER**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
LAW OFFICE OF STEPHEN J. GOLDBERG, SB#74473  
623 Levering Ave.  
Los Angeles, CA 90024  
TELEPHONE NO.: 310-824-2447 FAX NO.: 310-209-1603 (Fax)  
ATTORNEY FOR (Name): Plaintiffs Beth Grossbard & Barri Rosenblum

FOR COURT USE ONLY  
**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES  
JAN 14 2013  
John A. Clark, Executive Officer/Clerk  
BY *Cristina Orta* Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 No. Hill St.  
MAILING ADDRESS:  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Central District

CASE NAME:  
Beth Grossbard, et al. v. The Walt Disney Company, et al.

**CIVIL CASE COVER SHEET**  
 Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 Counter  Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
**BC 499088**  
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 (48)
- Other P/DP/W/D (Personal Injury/Property Damage/Wrongful Death) Tort**
  - Asbestos (04)
  - Product liability (24)
  - Medical malpractice (45)
  - Other P/DP/W/D (23)
- Non-P/DP/W/D (Other) Tort**
  - Business tort/unfair business practice (07)
  - Civil rights (08)
  - Defamation (13)
  - Fraud (16)
  - Intellectual property (19)
  - Professional negligence (25)
  - Other non-P/DP/W/D 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): Four
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: 1-9-13  
Stephen J. Goldberg

*Stephen J. Goldberg*  
(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.

SHORT TITLE:

Grossbard, et al. v. The Walt Disney Company, et al.

CASE NUMBER

BC 499088

**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 Four  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)**

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- 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 <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)	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: <b>Grossbard, et al. v. The Walt Disney Company, et al.</b>	CASE NUMBER
--	-------------

Non-Personal Injury/ Property Damage/ Wrongful Death Tort  
 Employment  
 Contract  
 Real Property  
 Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)	2., 5.
	<input checked="" type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (36)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Grossbard, et al. v. The Walt Disney Company, et al.

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 <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	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 8.
		<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) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6180 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 <input type="checkbox"/> A6100 Other Civil Petition		2., 3., 4., 8. 2., 9.	



SHORT TITLE:

Grossbard, et al. v. The Walt Disney Company, et al.

CASE NUMBER

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> 5168 Otis Ave.
<b>CITY:</b> Tarzana	<b>STATE:</b> CA	<b>ZIP CODE:</b> 91356	

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, subs. (b), (c) and (d)].

Dated: 1-9-13

  
 \_\_\_\_\_  
 (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.