

90038
A4028

1 MARTIN D. SINGER (SBN 78166)
2 MICHAEL E. WEINSTEN (SBN 155680)
3 MICHAEL V. MANCINI (SBN 263799)
4 LAVELY & SINGER
5 PROFESSIONAL CORPORATION
6 2049 Century Park East, Suite 2400
7 Los Angeles, California 90067-2906
8 Telephone: (310) 556-3501
9 Facsimile: (310) 556-3615
10 Email: mdsinger@lavelysinger.com
11 mweinsten@lavelysinger.com
12 mmancini@lavelysinger.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 19 2012

John A. Clarke, Executive Officer/Clerk
BY [Signature], Deputy
Amber La-Fleur-Clayton

13 Attorneys for Plaintiffs
14 KATALYST MEDIA, INC. and SODA AND POP, INC.

056 Michael Johnson

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

BC486747

13 KATALYST MEDIA, INC., a Delaware)
14 corporation; and SODA AND POP, INC., a)
15 California corporation,)
16 Plaintiffs,)
17 vs.)
18 CALIFORNIA DEPARTMENT OF MOTOR)
19 VEHICLES; and DOES 1 through 10, inclusive,)
20 Defendants.)

Case No.:
**COMPLAINT FOR (1) BREACH OF
CONTRACT AND (2) PROMISSORY
ESTOPPEL**

21
22 Plaintiffs Katalyst Media, Inc. ("Katalyst") and Soda and Pop, Inc. ("S&P," together with
23 Katalyst, "Plaintiffs") bring this action against defendant the California Department of Motor
24 ("DMV") and Does 1 though 10, inclusive, and hereby allege as follows:

CLERK CASE: BC486747 LEA/NEF#:
RECEIPT #: CCHS030570676
DATE PAID: 06/19/12 03:50:29 PM
PAYMENT: \$395.00
RECEIVED:
CHECK: 395.00
CASH:
CHANGE:
CARD:

25
26 **THE PARTIES**

27 1. Katalyst is, and at all times herein mentioned was, a Delaware corporation with its
28 principal place of business located in Los Angeles, California.

ORIGINAL

5/21/12

1 2. S&P is, and at all times herein mentioned was, a California corporation with its principal
2 place of business located in Los Angeles, California. At all times mentioned herein, S&P was a wholly
3 owned subsidiary of Katalyst, created for the purpose of producing television programming such as the
4 television series at issue in this case.

5 3. Plaintiffs are informed and believe, and based thereon allege, that DMV is an official and
6 duly constituted governmental entity doing business in Los Angeles, California and subject to the
7 jurisdiction of the Courts of the State of California.

8 4. Plaintiffs are presently unaware of the true names and capacities of the defendants sued
9 herein as Does 1 through 10, inclusive, and therefore sue said defendants by such fictitious names.
10 Plaintiffs will amend this Complaint to allege the true names and capacities of such fictitiously named
11 defendants when their names and capacities have been ascertained. Plaintiffs are informed and believe
12 and based thereon allege that each of the fictitiously named defendants is responsible in some manner
13 for the occurrences, acts and omissions alleged herein and that Plaintiffs' damages were proximately
14 caused by their conduct. Hereinafter, DMV and Doe defendants 1 through 10, inclusive, will sometimes
15 be referred to collectively as "Defendants."

16 5. Plaintiffs are informed and believe and based thereon allege that, at all times material
17 hereto, DMV and Doe defendants 1 through 10, and each of them, were the agents, employees, partners,
18 joint venturers, co-conspirators, owners, principals and employers of the remaining Defendants, and
19 each of them, and at all times herein mentioned were acting within the course and scope of that agency,
20 employment, partnership, conspiracy, ownership or joint venture. Plaintiffs further allege on the basis of
21 information and belief that DMV and Doe defendants 1 through 10, and each of them, authorized,
22 directed and/or ratified the wrongful acts alleged herein and, consequently, all of DMV and Doe
23 defendants 1 through 10 are jointly and severally liable to Plaintiffs.

24 6. This Court has jurisdiction over this action pursuant to California Government Code
25 sections 945, et seq.. The Plaintiffs have fulfilled their obligation to present the claims herein to the
26 California Victim Compensation and Government Claims Board (the "Board") by filing a claim with the
27 Board on or about March 2, 2012. On or about April 27, 2012, the Board denied Plaintiffs' claim. The
28 Board encouraged Plaintiffs to proceed with a court action in this matter, having determined that the

1 Board was not an appropriate forum for determination of complex claims such as those at issue. True
2 and correct copies of the confirmation of filing and denial of Plaintiffs' claims are attached hereto as
3 Exhibit "1."
4

5 **FACTUAL BACKGROUND**

6 7. Katalyst is an award-winning studio on the cutting edge of creating television, film and
7 internet content. Katalyst has produced such notable film projects as *The Butterfly Effect*, *Guess Who*,
8 *Spread* and *Killers*, and the well-known hit television series *Punk'd*, *Beauty and the Geek* and *True*
9 *Beauty*. In recognition of its successes, Katalyst was named a 2010 Top 50 Most Inspiring Innovator by
10 *Ad Age* magazine, and was named one of 2010's Top 10 Most Innovative Companies by *Fast Company*
11 magazine.

12 8. In early 2010, Katalyst commenced negotiations with DMV for DMV's collaboration in
13 the development and production of an original half-hour reality television series featuring the employees
14 and patrons of DMV (the "Series"). The Series was conceived and designed to capture the variously
15 humorous, emotional, dramatic, moving, humanizing and entertaining situations that arise on a daily
16 basis at DMV's more than 170 offices across the State of California.

17 9. On or about June 8, 2010, DMV committed in writing to collaborate with Katalyst on the
18 Series. Specifically, in a June 8, 2010 letter from DMV director George Valverde to Katalyst producer
19 Hedda Muskat, Mr. Valverde announced that "The California Department of Motor Vehicles (DMV) is
20 pleased to inform you of its decision to work with . . . Katalyst Films in producing a 'docu-series'
21 involving pre-determined DMV field offices and employees," i.e., the Series. Mr. Valverde further
22 confirmed that "pre-production work such as contract negotiations, casting and office scouting may
23 commence immediately." In reliance upon the promises and agreements set forth in Mr. Valverde's
24 letter, Plaintiffs began pre-production work on the Series.

25 10. Thereafter, on or about May 16, 2011, Plaintiffs and DMV executed a formal written
26 agreement (the "Agreement") pursuant to which DMV agreed, among other things, to provide access to
27 various DMV facilities and personnel in California in the Summer and Fall of 2011 for "the purpose of
28 filming four initial episodes ('Specials') of a reality series . . . involving the day to day activities

1 between DMV employees and its customers.” The Agreement further provided a series of six (6)
2 exclusive options by which Plaintiffs could extend the term of the Agreement in order to accommodate
3 up to six (6) full seasons of production of the Series. A true and correct copy of the Agreement is
4 attached hereto as Exhibit “2,” and is incorporated herein by reference.

5 11. Shortly thereafter, DMV Deputy Director Mike Marando *publicly* confirmed DMV’s
6 involvement and commitment to the Series. Quoting Marando, the Sacramento Bee, Fresno Bee and
7 other media outlets reported, on or about August 13, 2011, that “[DMV’s] customers and employees are
8 going to have a starring role” in the Series, and that “[DMV] envision[ed] an edgy, informative
9 production catching real people in real situations as they occur.”

10 12. In direct reliance upon DMV’s promises and commitments, and with DMV’s full
11 knowledge and approval, Plaintiffs entered into an agreement with cable television station TruTV
12 (“TruTV”), pursuant to which Plaintiffs are currently obligated to deliver no less than four (4) half-hour
13 episodes of the Series to TruTV (the “TruTV Agreement”). The TruTV Agreement, like the underlying
14 Agreement, includes a series of six (6) options. DMV participated in the press release announcing the
15 TruTV Agreement.

16 13. Also in reliance on DMV’s promises and commitments, and with its knowledge and
17 approval, Plaintiffs spent literally hundreds of thousands of dollars in pre-production for the Series,
18 including with respect to casting, hiring of personnel, preparing budgets, negotiating contracts, and other
19 pre-production activities.

20 14. Despite this, just six weeks after signing its Agreement, DMV abruptly and without
21 justifiable excuse, changed course. In a five sentence letter to Katalyst producer Jason Goldberg, Mr.
22 Marando simply declared that DMV no longer considered the Series to be in its “best interests” and
23 would therefore “not be moving forward on such a project.” Although Plaintiffs have in good faith
24 attempted to revive the project with DMV, even offering to amend the contract to provide more
25 favourable terms to DMV, DMV has adamantly refused to abide by its agreement. In a letter dated
26 December 7, 2011, California Deputy Attorney General Peter M. Williams confirmed DMV’s stated
27 position that “the proposed project does not directly serve the public interest or carry out DMV’s
28 mission . . . [t]herefore . . . [DMV] will not be pursuing or initiating any proposed television project. . .

2008-12-13

1 .” That, however, is neither a legitimate, nor legal, basis to excuse DMV’s breach of contract-
2 particularly where, as here, DMV knowingly induced substantial reliance from Plaintiffs.
3

4 **FIRST CAUSE OF ACTION**

5 **(For Breach of Contract)**

6 15. Plaintiffs repeat, re-allege, adopt and incorporate each and every allegation contained in
7 paragraphs 1 through 14, inclusive, as though set forth herein.

8 16. Plaintiffs and DMV entered into a valid and binding contract, pursuant to which DMV
9 agreed, among other things, to provide access to its facilities and personnel for the purpose of filming
10 the Series. Implied in the Agreement, as in every contract, is the obligation that DMV would do
11 everything that the Agreement presupposes it would do to accomplish the Agreement’s purpose, and that
12 DMV would refrain from doing anything which would destroy or injure or frustrate Plaintiffs’ right to
13 receive the benefits of the Agreement.

14 17. Plaintiffs have performed all conditions, covenants and promises required to be
15 performed on their part pursuant to the Agreement, except for such conditions, covenants and promises
16 that are excused by DMV’s failure to perform.

17 18. DMV has breached and repudiated the Agreement through its failure and refusal to
18 cooperate with Plaintiffs’ efforts to produce the Series, by announcing that it will not participate in the
19 Series, and by refusing to provide access to its facilities and personnel to Plaintiffs.

20 19. As a direct and proximate result of DMV’s breaches of the Agreement, Plaintiffs have
21 suffered damages in an amount to be determined at trial, but in no event less than \$1,440,000.
22

23 **SECOND CAUSE OF ACTION**

24 **(For Promissory Estoppel)**

25 20. Plaintiffs repeat, re-allege, adopt and incorporate each and every allegation contained in
26 paragraphs 1 through 14, inclusive, as though set forth herein.

27 21. As set forth above, Plaintiffs maintain and believe that a valid and binding contract was
28 formed between Plaintiffs and DMV. If, however, a judge or jury determines that a valid and binding

1 contract was not formed, then Plaintiffs are entitled to damages based upon the doctrine of promissory
2 estoppel.

3 22. Specifically, as early as June 8, 2010, DMV represented and promised to Plaintiffs that it
4 would collaborate with Plaintiffs in connection with the Series, and that it would provide access to
5 Plaintiffs to its facilities and personnel for the filming of the Series. In fact, DMV specifically
6 authorized the commencement of "pre-production work such as contract negotiations, casting and office
7 scouting."

8 23. In reasonable reliance on DMV's promises and representations, Plaintiffs in fact
9 commenced pre-production activities on the Series, entered into an agreement with TruTV, and spent
10 hundreds of thousands of dollars developing the Series.

11 24. DMV knew, or should have known, that Plaintiffs would be reasonably induced to enter
12 contracts and invest significant time and expense in reliance upon its promises and representations.

13 25. DMV has not only completely failed to perform its representations and promises to
14 Plaintiffs, but DMV has in fact frustrated Plaintiffs' efforts in connection with pre-production and
15 production of the Series.

16 26. As a direct and foreseeable result of DMV's failure to perform in accordance with the
17 representations and promises made by DMV to Plaintiffs, Plaintiffs have suffered damages in an amount
18 to be determined at trial, but in no event less than \$1,440,000.

19 27. Injustice can be avoided only by enforcing DMV's representations and promises made to
20 Plaintiffs.

21
22 WHEREFORE, as to all causes of action against DMV, Plaintiffs pray for judgment against
23 DMV as follows:

- 24 1. Compensatory damages in accordance with proof at trial, but which is reasonably
25 estimated to be no less than \$1,440,000;
- 26 2. For all costs of suit incurred herein;
- 27 3. For pre-judgment and post-judgment interest as may be provided by law; and

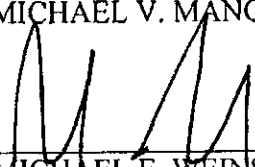
2008
11/19/12

4. For such other and further relief as the Court may deem to be just and proper.

Dated: June 19, 2012

LVELY & SINGER
PROFESSIONAL CORPORATION
MARTIN D. SINGER
MICHAEL E. WEINSTEN
MICHAEL V. MANCINI

By:


MICHAEL E. WEINSTEN
Attorneys for Plaintiffs
KATALYST MEDIA, INC. and SODA AND POP,
INC.

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
29
30

06/19/12

EXHIBIT 1

0000



STATE OF CALIFORNIA
EDMUND G. BROWN JR., Governor

GOVERNMENT CLAIMS PROGRAM
400 R Street, 5th Floor • Sacramento, California 95811
Mailing Address: P.O. Box 3035 • Sacramento, California 95612
Toll Free Telephone Number 1-800-955-0045 • Fax Number: (916) 491-6443
Internet: www.vcgcb.ca.gov

ANNA M. CABALLERO
Secretary
State and Consumer Services Agency
Chairperson
JOHN CHIANG
State Controller
Board Member
MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member
JULIE NAUMAN
Executive Officer

Martin D Singer
Attorney at Law
2049 Century Park East #2400
Los Angeles, CA 90067

March 12, 2012

RE: Claim G602877 for Katalyst Media Inc
Soda and Pop Inc

Dear Martin Singer,

The Victim Compensation and Government Claims Board (VCGCB) received your claim on March 02, 2012.

Your claim is being accepted only to the extent it asserts allegations that arise from facts or events that occurred during the twelve months prior to the date it was presented.

Based on its review of your claim, Board staff believes that the court system is the appropriate means for resolution of these claims, because the issues presented are complex and outside the scope of analysis and interpretation typically undertaken by the Board. The VCGCB will act on your claim at the April 19, 2012, hearing. You do not need to appear at this hearing. The VCGCB's rejection of your claim will allow you to initiate litigation should you wish to pursue this matter further.

If you have questions about this matter, please mention letter reference 53 and claim number G602877 when you call or write your claim technician or analyst at (800) 955-0045.

Sincerely,

Government Claims Program
Victim Compensation and Government Claims Board

cc: G-15 DMV, Attn: Laura Ralls

Ltr 53 Complex Issue Reject - 12 Month Qualify

21/61/56

EX-1

RECEIVED



APR 30 2012 STATE OF CALIFORNIA
EDMUND G. BROWN JR., Governor

GOVERNMENT CLAIMS PROGRAM
400 R Street, 5th Floor • Sacramento, California 95811
Mailing Address: P.O. Box 3035 • Sacramento, California 95812
Toll Free Telephone Number 1-800-955-0045 • Fax Number: (916) 491-6443
Internet: www.vcgcb.ca.gov

LAVELY SINGER

ANNA M. CABALLERO
Secretary
State and Consumer Services Agency
Chairperson
JOHN CHIANG
State Controller
Board Member
MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member
JULIE NAUMAN
Executive Officer

COPY

Martin D Singer
Attorney at Law
2049 Century Park East #2400
Los Angeles, CA 90067

April 27, 2012

RE: Claim G602877 for Katalyst Media Inc
Soda and Pop Inc

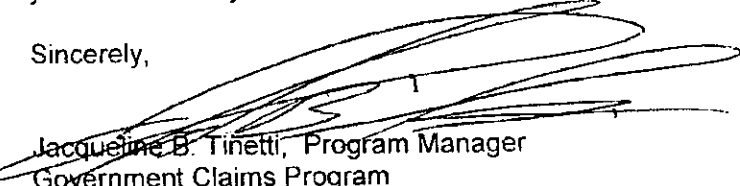
Dear Martin Singer,

The Victim Compensation and Government Claims Board rejected your claim at its hearing on April 19, 2012.

If you choose to pursue court action in this matter, it is not necessary or proper to include the Victim Compensation and Government Claims Board (Board) in your lawsuit unless the Board was identified as a defendant in your original claim. Please consult Government Code section 955.4 regarding proper service of the summons.

If you have questions about this matter, please mention letter reference 118 and claim number G602877 when you call or write your claim technician or analyst at (800) 955-0045.

Sincerely,


Jacqueline B. Tinetti, Program Manager
Government Claims Program
Victim Compensation and Government Claims Board

cc: G-15 DMV, Attn: Laura Ralls

Warning

"Subject to certain exceptions, you have only six months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim." See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately".

Ltr 118 Board Claim Rejection

26/19/12

EXHIBIT 2

LOCATION AGREEMENT



- I. This Location Agreement (Agreement) is entered into by and between the California Department of Motor Vehicles ("DMV"), and Hedda Muskat and Soda and Pop, Inc., a wholly owned subsidiary of Katalyst Media, Inc. ("Licensee(s)") for the purpose of approving access to the following DMV facilities (To be determined)

_____ ("Location(s)") during the period of Summer/Fall 2011 (exact dates to be determined) to the Licensee for the purpose of filming four initial episodes ("Specials") of a Reality series tentatively named (Reality Series Project) involving the day to day activities between DMV employees and its customers with options to continue filming the Reality Series Project per the terms and conditions as set forth below. This agreement will run concurrent to a film permit, required to be filed with the California Film commission by the licensee(s).

- II. **Waivers/Consent.** Licensee shall be responsible for obtaining any necessary releases. Without limiting the foregoing, Licensee represents that a waiver/consent form shall be completed and signed by each employee of the DMV before a photograph, film or videotape identifying such individuals is taken or recorded at the Location. For the avoidance of doubt, an employee or customer's consent is not required where individuals in such settings as in the lobby or parking lot of a field office is not singled out, or where the individual's identity is not revealed; however, before any such photograph, film or videotape is taken, DMV employees and customers shall be advised by the Licensee so those individuals who do not want to be recognized may turn away or leave the area. Large signs will be placed at all entrances that filming is in process.
- III. **Ownership.** The Licensee is sole owner of all videotapes and/or raw footage (Footage) filmed by it at the Location(s) which may include DMV's names, copyrighted materials, artwork, service marks, insignia, designs, trademarks, logos, etc., and the Licensee is free to use the Footage as it sees fit, throughout the universe, an unlimited number of times, in perpetuity, in any and all media including, without limitation, in advertising and promotion of the Reality Series Project and the exhibitors and sponsors thereof.
- IV. **Editorial Control.** DMV acknowledges that Licensee has editorial control of the Reality Series Project; provided, however, notwithstanding foregoing, Licensee shall allow DMV forty-eight hours (48 hours) to review the "rough cut" of each episode for the purpose of identifying and notifying Licensee in writing of any factual inaccuracies of which DMV is aware or of any content that may reasonably threaten the security of DMV employees or Locations, and Licensee agrees to rectify the factual inaccuracies and/or content that may reasonably threaten the security of DMV employees or Locations. Further, if there are material changes made to the rough cut after review by DMV, Licensee shall allow DMV twenty four (24) hours to so review for the purpose of identifying and notifying Licensee in writing of any factual inaccuracies or of any content that may reasonably threaten the security of DMV employees or Locations. If DMV fails to notify the

EX. 2

Licensee within the stated timeframe, the absence of a response shall be deemed approval of the episode as presented. In addition to the aforementioned notification provisions, Licensee shall not knowingly use, publish or broadcast any materials or images that are of a confidential nature pursuant to applicable laws and statutes.

- V. **Contact.** Licensee and its film crew shall in not unreasonably hinder the operations of the DMV or make unwelcome contact with customers or employees. Licensee agrees to follow all reasonable directions of the DMV Office Manager and/or DMV designees to protect the privacy and security of DMV operations. Notwithstanding, the foregoing, DMV grants Licensee access to the Locations for Licensee's personnel, cameras and equipment as reasonably required to film the Reality Series Project.
- VI. **Fingerprinting.** Licensee agrees that any and all of its crew members working on any DMV location will submit to fingerprinting via DMV's LiveScan prior to filming and before gaining any access to secure DMV areas. This applies to any and all crew members who are replacements during filming.
- VII. **Safety.** In the event of a safety issue that may arise, in the sole opinion and discretion of the Field Office Manager, his/her designee or CHP threaten the safety or security of the institution or any person, filming and/or recording will be halted at the request of the Field Office Manager; his/her designee or CHP and Licensee's personnel will be escorted to safety.
- VIII. **Conduct.** The Licensee and its staff/crew will conduct themselves in the upmost professional manner consistent with rules and regulations of the State of California and the California Department of Motor Vehicles. The Field Office Manager, the DMV Office of Public Affairs and/or designees will have discretion to stop all filming and require any offending personnel to leave the DMV premises immediately if it has been reasonably determined that such conduct is not appropriate and/or any regulations have been violated. Filming may continue when it has been determined by DMV officials that the issue in question has been corrected.
- IX. **Film Permit.** In advance of its access to the Location, the Licensee shall obtain and possess a California Film Permit. The Licensee shall comply with all reasonable limitations on filming, recording and/or access to the Location imposed by the DMV, or its staff, for the safety and security of individuals and the institution.
- X. **Storage of Footage.** The Licensee shall without exception, preserve in its sole possession, the Footage created while at the Location, in original, unaltered condition, or complete copies thereof, for a period of two days from the final day of filming or recording at the Location.
- XI. **Use of Footage.** Upon written notice from the DMV advising the Licensee that the DMV or another agency has need for the Footage in connection with a criminal or civil investigation or other legal proceeding, the Licensee shall continue to preserve the Footage, or complete copies thereof, consistent with the terms in Paragraph X, until the conclusion of such investigation or the final adjudication of any legal proceeding. The

Licensee shall have the right to contest any subpoena to compel production of the Footage under the protections, if any, accorded by California State law and the U.S. Constitution.

- XII. **General Liability Insurance.** The State of California, including its agencies, departments, officers, agents, employees and servants, shall be named as an Additional Insured on the Licensee's general liability insurance policy in the equivalent to Five Million U.S. Dollars with the effective date(s) prior to the first day of filming at any DMV location. The Licensee shall provide the California Film Commission with evidence of coverage for general liability and property damage caused by actions of the Licensee. Access to the Location is expressly conditioned upon presentation of written proof of compliance with this provision, which the Licensee shall tender to the California Film Commission.
- XIII. **Workers' Compensation.** Licensee shall provide California Film Commission with copies of Workers' Compensation insurance coverage for contractor's employees in accordance with applicable California State Law. Licensee and independent contractors working for the licensee must be covered for work-related injuries by medical insurance if not covered by Workers' Compensation.
- XIV. **Staffing Costs.** The DMV will maintain itemized costs and supporting invoices for any extraordinary, reasonable and verifiable costs incurred by DMV for location, salaries and wages, benefits, and overtime rates of pay solely and directly required by DMV's cooperation with the filming at the Locations of the Reality Series Project which have been pre-approved in advance in writing by Licensee ("DMV Costs"). The Accounting Office will need a contact and a mailing address to send the invoice for such DMV Costs as determined. Payments of invoices are due within 30 days from the invoice date. Licensees will make payments payable to the Department of Motor Vehicles, and remit payments to the following address:
- Department Of Motor Vehicles
Attn: Cashier, Mail Station, E-109
P.O. Box 932382
Sacramento, CA 94232-3820
- Licensees agree to pay all reasonable costs of collection, including but not limited to attorneys' fees, staff time to send out collections letters, postage, equipment costs, contingency fees for private collections, and costs as additional sums owed in connection with this transaction in the event collection action becomes necessary.
- XIV. **Damage.** No property, real or personal, for which the DMV has responsibility shall be destroyed, displaced or damaged by the Licensee in the exercise of the privilege granted by this License without the prior written consent of the DMV and the express agreement of the Licensee to promptly replace, return, repair, and restore any such property to a condition satisfactory to the DMV. If any property is damaged as a result of the event or Licensee's use of the DMV, the

Licensee shall be solely responsible, at its own expense, for repairing any such damage or replacing such property to the satisfaction of the DMV. If the property cannot be repaired or replaced to the DMV's satisfaction, the Licensee shall be liable for all damages caused by Licensee including but not limited to the decrease in value of the State's property.

- XV. **Drug & Alcoholic Beverage-Free Environment.** The Licensee will not knowingly permit any of Licensee's employees or subcontractors under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" to enter upon the DMV property. The possession, sale, or use of any "controlled substance" (except when permitted by law) or the sale or use of any alcoholic beverage is prohibited.
- XVI. **No Smoking.** The Licensee, its employees, agents, and invitees shall at all times refrain from smoking any tobacco product within the DMV or on its appurtenant grounds.
- XVII. **Hold Harmless Against Claims/Suits.** The Licensee shall defend, indemnify and hold harmless the State of California, the DMV, and all of its officers and employees from any and all claims, suits, actions and losses of every name, kind and description including but not limited to, claims by DMV's employees, members of the public, and the Licensee's officers, employees or agents, arising out of any harm caused by any tortuous or criminal behavior, or conduct in contravention of this Agreement or the DMV's applicable statutes, regulations or policies, by the Licensee, its agents, employees or representatives in conjunction with its activities at the Location.
- XVIII. The Licensee waives any and all rights to any type of express or implied indemnity against the State, the DMV, its officers or employees.
- XIX. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- XX. If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed served from the Agreement.
- XXI. Other than waiving the right to seek to enjoin the exploitation of the Reality Series Project, each party reserves all rights not expressly and directly waived in this Agreement.
- XXII. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral agreements pertaining thereto and can only be modified by signed written agreement on behalf of the parties hereto.
- XXIII. DMV hereby grants to Licensee an exclusive irrevocable option to access the Location for the purpose of filming additional episodes of the Reality Series Project, on the same terms and conditions as set forth herein, exercisable within 90 days of completion by Licensee of the Specials. If Licensee so exercises its option, the initial term of this

Agreement shall then expire 12 months after the initial television exhibition of the first episode of the Reality Series Project ("Series Term"). Licensee shall have 3 exclusive, consecutive and dependent options to extend the Series Term in writing no later than the last day of the then-current Series Term in order to produce additional seasons of episodes of the Reality Series Project. If Licensee exercises such options, Licensee shall then have 2 additional exclusive, consecutive dependent options to so further extend the Series Term; provided, however, that DMV shall have the right to disapprove Licensee's exercise thereof if DMV does so by written notice to Licensee of its disapproval within 10 days of Licensee's exercise. During the Series Term, as it may be extended, and for a period of 6 months thereafter, DMV shall not enter into any agreement with a third party in connection with the production of any similar unscripted television program or series featuring the DMV and involving the day to day activities between its employees and its customers. Licensee shall have the right to assign this Agreement to its parent, subsidiary or commonly owned affiliate entity or to the network producing the Series.

PRINT OR TYPE LICENSEE'S NAME NAME, TITLE	
/ Jason Goldberg, Co-Founder	
BY (AUTHORIZED REPRESENTATIVE'S SIGNATURE)	DATED: 5/17/11
PRINT OR TYPE LICENSEE'S NAME NAME, TITLE	
Hedda Muskat Co-EP	
BY (AUTHORIZED REPRESENTATIVE'S SIGNATURE)	DATED: May 17/2011

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES

PRINT OR TYPE AUTHORIZED REPRESENTATIVE'S NAME NAME, TITLE	
Matthew Paulin, Chief Deputy	
BY (AUTHORIZED DMV REPRESENTATIVE'S SIGNATURE)	DATED: 5/16/11

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
MARTIN D. SINGER (SBN 78166)
MICHAEL WEINSTEN (SBN 155680)
MICHAEL V. MANCINI (SBN 263799)
LAVELY & SINGER, P.C.
2049 Century Park East, Suite 2400, L.A. CA, 9006
TELEPHONE NO.: (310) 556-3501 FAX NO.: (310) 556-3615
ATTORNEY FOR (Name): Plaintiffs KATALYST MEDIA, INC., et al.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 NORTH HILL STREET
MAILING ADDRESS: (Same)
CITY AND ZIP CODE: LOS ANGELES, CALIFORNIA 90012
BRANCH NAME: STANLEY MOST COURTHOUSE

CASE NAME: KATALYST MEDIA, INC., et al. v. CALIFORNIA DEPARTMENT OF MOTOR VEHICLES, et al.

FOR COURT USE ONLY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
JUN 19 2012
John A. Clarke, Executive Officer/Clerk
BY Amber La-Fleur-Clayton Deputy
Amber La-Fleur-Clayton

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: **BC486747**
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Two (2)
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: June 19, 2012
MICHAEL WEINSTEN

(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.

**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 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. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 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	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE: KATALYST MEDIA, INC., et al. v.
 CALIFORNIA DEPARTMENT OF MOTOR VEHICLES, et a

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 _____
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"/> A5060 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)
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.

	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	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 KATALYST MEDIA, INC., et al. v. CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES, et al.

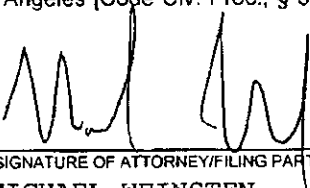
CASE NUMBER

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.

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 type="checkbox"/> 2. <input 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: 6806 Lexington Avenue
CITY: Los Angeles	STATE: CA	ZIP CODE: 90038

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the 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: June 19, 2012



(SIGNATURE OF ATTORNEY/FILING PARTY)
MICHAEL WEINSTEN

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.