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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 CLAVIUS BASE, INC., a California corporation;
THOMAS J. HANKS and MARGARITA
12 WILSON HANKS, individually and as Trustees
of Certain Trusts; 1224-1228 5TH STREET LLC,
13 a Delaware limited liability company; 5TH
STREET DEVELOPMENT CORP., a California
14 corporation; DOROTHY WILSON, an
individual; ALLEY PROPERTIES, LLC, a
15 Delaware limited liability company; EDWARD
KESSLER, as Trustee of Certain Trusts;
16 ELECTRIC CITY PRODUCTIONS, LLC, a
California corporation; ELIZABETH A. HANKS,
17 an individual; HARDLY THERE, LLC, a New
York limited liability company; LILY A.
18 REEVES, individually and as Trustee of Certain
Trusts; MARCALON, INC., a California
19 corporation; PALMSEY LTD., a Cypriot
corporation; THE PLAYTONE COMPANY,
20 INC., a California corporation; PLAY-TONE-
POST, a California general partnership; TINA J.
21 KAHN, as Trustee of Certain Trusts; and RW
AND SONS, INC., a California corporation.

22 Plaintiffs,

23 v.

24 JERRY B. GOLDMAN, an individual; J.B.
GOLDMAN INSURANCE AGENCY, INC., a
25 California corporation, also known as JERRY B.
GOLDMAN INSURANCE SERVICE(S); and
26 DOES 1 through 20,

27 Defendants.
28

Case No.: BC455623

COMPLAINT FOR:

- (1) Professional Negligence;
- (2) Breach of Fiduciary Duty;
- (3) Fraudulent Misrepresentation;
- (4) Negligent Misrepresentation;
- (5) Conversion;
- (6) Fraudulent Concealment;
- (7) Constructive Fraud;
- (8) Breach of Oral Agreement;
- (9) Breach of the Implied Covenant of Good Faith and Fair Dealing; and
- (10) Unjust Enrichment.

DEMAND FOR JURY TRIAL

CITY/CASE: BC455623 LEA/DEFH:
RECEIPT #: CCH45580004
DATE PAID: 03/22/11 09:06:00 AM
PAYMENT: \$395.00
RECEIVED: 0310
CASH: 395.00
CHECK: 395.00
CHANGE:
CARD:

1 Plaintiffs Clavius Base, Inc.; Thomas J. Hanks and Margarita Wilson Hanks, individually and
2 as Trustees of Certain Trusts; 1224-1228 5th Street LLC; 5th Street Development Corp.; Dorothy
3 Wilson; Alley Properties, LLC; Edward Kessler, as Trustee of Certain Trusts; Electric City
4 Productions, LLC; Elizabeth A. Hanks; Hardly There, LLC; Lily A. Reeves, individually and as
5 Trustee of Certain Trusts; Marcalon, Inc.; Palmsey Ltd.; The Playtone Company, Inc.; Play-Tone-
6 Post; Tina J. Kahn, as Trustee of Certain Trusts; and RW and Sons, Inc. (collectively, "Plaintiffs")
7 complain of defendants Jerry Goldman, J.B. Goldman Insurance Agency, Inc., also known as Jerry B.
8 Goldman Insurance Service(s), and Does 1 through 20 (collectively, "Defendants") and allege as
9 follows:

10 NATURE OF THIS ACTION

11 1. For over twenty years, Plaintiffs have relied upon Defendants, their insurance brokers,
12 to advise Plaintiffs on, and to procure on Plaintiffs' behalf, myriad personal and business insurance
13 policies. Each year, Defendants promised to procure, and represented that they had procured, such
14 insurance.

15 2. Plaintiffs are informed and believe, and on that basis allege, that in a breach of their
16 duties and responsibilities to Plaintiffs, Defendants have breached their duties to Plaintiffs and acted
17 wrongfully by, among other things, (i) falsely inflating and fraudulently overcharging Plaintiffs for,
18 and misrepresenting the amounts of, the premiums on insurance policies that they procured for
19 Plaintiffs, (ii) altering insurance documents and related records to conceal their fraudulent scheme,
20 and (iii) taking other acts to engage in, and conceal, their embezzlement scheme through manipulation
21 and deceit.

22 3. Plaintiffs are informed and believe, and on that basis allege, that in acting wrongfully
23 and in failing to perform their duties to Plaintiffs, Defendants have fraudulently overcharged Plaintiffs
24 premiums (which premiums were actually paid by Plaintiffs), and embezzled and stolen from
25 Plaintiffs for their own personal use and benefit hundreds of thousands, if not millions, of dollars.

26 JURISDICTION AND VENUE

27 4. This Court has jurisdiction over this action pursuant to California Code of Civil
28 Procedure section 410.10. Some or all of the agreements that are the subject of this dispute were made

1 and deemed to have been entered into within California. The amount in controversy exceeds the
2 jurisdictional minimum of this Court.

3 5. Venue is proper in this Court pursuant to Code of Civil Procedure section 395.
4 Defendants contracted to perform their obligations in Los Angeles County and some or all of the
5 agreements that are the subject of this dispute were made and deemed to have been entered into within
6 Los Angeles County.

7 **THE PARTIES**

8 6. Plaintiff Clavius Base, Inc., is a California corporation with its principal place of
9 business in Los Angeles County, California.

10 7. Plaintiff Thomas J. Hanks, an individual, is a resident of Los Angeles County,
11 California.

12 8. Plaintiff Margarita Wilson Hanks, an individual, is a resident of Los Angeles County,
13 California.

14 9. Mr. Hanks and Ms. Hanks also are Trustees of certain Trusts and act as Plaintiffs here
15 both in their individual capacities and in their capacities as Trustees.

16 10. Plaintiff 1224-1228 5th Street, LLC, is a Delaware limited liability company with its
17 principal place of business in Los Angeles County, California.

18 11. Plaintiff 5th Street Development Corp. is a California corporation with its principal
19 place of business in Los Angeles County, California.

20 12. Plaintiff Dorothy Wilson, an individual, is a resident of Los Angeles County, California.

21 13. Plaintiff Alley Properties, LLC, is a Delaware limited liability company with its
22 principal place of business in Los Angeles County, California.

23 14. Plaintiff Edward Kessler, an individual and resident of Los Angeles County, California,
24 is acting herein as Trustee of Certain Trusts.

25 15. Plaintiff Electric City Productions, LLC, is a California corporation with its principal
26 place of business in Los Angeles County, California.

27 16. Plaintiff Elizabeth A. Hanks, an individual, is a resident of Los Angeles County,
28 California.

1 17. Plaintiff Hardly There, LLC, is a New York limited liability company with its principal
2 place of business in Los Angeles County, California.

3 18. Plaintiff Lily A. Reeves, an individual, is a resident of Los Angeles County, California,
4 and is acting herein in both her individual capacity and in her capacity as Trustee of Certain Trusts.

5 19. Plaintiff Marcalon, Inc., is a California corporation with its principal place of business
6 in Los Angeles County, California.

7 20. Plaintiff Palmsey Ltd., is a Cypriot corporation, with its principal place of business in
8 Cyprus, Greece.

9 21. Plaintiff The Playtone Company is a California corporation with its principal place of
10 business in Los Angeles County, California.

11 22. Plaintiff Play-Tone-Post is a California general partnership with its principal place of
12 business in Los Angeles County, California.

13 23. Plaintiff Tina J. Kahn is a resident of Los Angeles County, California, and is acting
14 herein in her capacity as Trustee of Certain Trusts.

15 24. Plaintiff RW and Sons, Inc., is a California corporation with its principal place of
16 business in Los Angeles County, California.

17 25. Plaintiffs are informed and believe, and on that basis allege, that Defendant Jerry
18 Goldman, an individual, is a resident of Thousand Oaks, California and that he is an officer, director,
19 and/or agent of Defendant J.B. Goldman Insurance Agency, Inc.

20 26. Plaintiffs are informed and believe, and on that basis allege, that Defendant J.B.
21 Goldman Insurance Agency, Inc. is a California corporation with its principal place of business in
22 Newbury Park, California. Plaintiffs are further informed and believe, and on that basis allege, that
23 Defendant J.B. Goldman Insurance Agency, Inc. is authorized to transact, and is transacting, business
24 in the County of Los Angeles and the State of California.

25 27. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
26 hereto, each of the Defendants was, and is, in some manner responsible to Plaintiffs under the
27 obligations stated herein, that each Defendant was and is an aider and abettor, joint tortfeasor, alter
28 ego, agent, broker, employee, affiliate, and/or representative of other Defendants, in whole or in part,

1 and that each Defendant, in doing the things alleged herein, acted and continues to act within the
2 scope of that agency, representation, and/or employment and with the knowledge and consent of said
3 Defendants.

4 28. Plaintiffs are informed and believe, and on that basis allege, that Defendants, and each
5 of them, conspired together and willfully formed a deliberate design and purpose to, and/or entered
6 into a scheme to, commit the acts and/or omissions herein alleged, and in pursuance thereof, did
7 and/or caused to be done such acts and/or omissions, and that all of said acts and/or omissions were
8 participated in and were done by all of these Defendants, or any one or more of them, as steps in
9 furtherance of said conspiracy and for the unlawful purposes set forth herein.

10 29. Plaintiffs are presently unaware of the true names and capacities of the Defendants sued
11 herein as Does 1 through 20, inclusive, and therefore sue these Defendants by such fictitious names.
12 Plaintiffs will amend this Complaint to allege these Defendants' true names and capacities when
13 ascertained. Plaintiffs are informed and believe, and on that basis allege, that each of the fictitiously
14 named Defendants is an aider and abettor, joint tortfeasor, alter ego, agent, broker, employee, affiliate,
15 and/or representative of the named Defendants, and is legally responsible for the unlawful conduct
16 herein alleged.

17 FACTS RELEVANT TO ALL CAUSES OF ACTION

18 30. For more than twenty years, Defendants professed to Plaintiffs a specialty in procuring
19 insurance policies for individuals and businesses—extending from homeowners' insurance to
20 directors' and officers' insurance to umbrella policies—and, during this time, Defendants held
21 themselves out as insurance brokers who were willing and able to procure such policies for Plaintiffs.

22 31. Or about February 7, 2011, Plaintiffs retained a new insurance broker, Shel Bachrach
23 ("Bachrach"). After a review and analysis of various policies, coverage, and premiums charged by
24 Defendants, Bachrach notified Plaintiffs' business managers that he was concerned that the insurance
25 premiums from policies in the last year to two years appeared extraordinarily high for the coverage
26 provided.

27 32. It also became clear in the days that followed that Defendants engaged in other breaches
28 of conduct, including failing to advise Plaintiffs that they did not have the authority to directly procure

1 coverage for Plaintiffs. Specifically, Plaintiffs are informed and believe, and on that basis allege, that
2 Defendants did not have the authority to seek appointments with insurance carriers, thereby
3 precluding them from the ability to directly procure coverage, and may illegally have issued
4 certificates of insurance without appointments.

5 33. When Defendants provided copies of some of the relevant insurance policies to
6 Plaintiffs and/or their agents, on some of the policies the amount of the premium (and in some cases,
7 the identity of the insurance broker that actually procured the coverage) was redacted. Plaintiffs are
8 informed and believe, and on that basis allege, that Defendants charged Plaintiffs more than the
9 quoted premiums for coverage procured, the total amount of which has not yet been determined.

10 34. Plaintiffs are further informed and believe, and on that basis allege, that Defendants
11 bound unnecessarily duplicative insurance coverage for various periods, the scope of which has not
12 yet been determined.

13 FIRST CAUSE OF ACTION

14 (Against All Defendants for Professional Negligence)

15 35. Plaintiffs reallege and incorporate by reference herein each allegation contained in
16 paragraphs 1 through 34 above.

17 36. For over two decades, Defendants acted as Plaintiffs' insurance brokers. Throughout
18 the course of their dealings with Plaintiffs, Defendants held themselves out as skilled insurance
19 brokers, having superior knowledge regarding their ability to procure myriad types of personal and
20 business insurance policies for Plaintiffs. Defendants intended that Plaintiffs rely, and Plaintiffs did
21 rely, on Defendants' alleged expertise and advice in connection with Plaintiffs' insurance matters.

22 37. Defendants, in the course of their involvement in the design, negotiation, and purchase
23 of Plaintiffs' insurance coverage, agreed to advise Plaintiffs as to the coverage Plaintiffs were
24 purchasing with Defendants' assistance and to procure insurance that would provide coverage to
25 Plaintiffs for myriad events. In doing so, Defendants were required to use the skill and care that a
26 reasonably careful insurance broker would have used in similar circumstances.

1 38. Plaintiffs are informed and believe, and on that basis allege, that Defendants failed to
2 use the skill and care that a reasonably careful insurance broker would have used in similar
3 circumstances by, among other things:

- 4 a. Misrepresenting their ability to procure coverage for Plaintiffs by, for example,
5 failing to advise Plaintiffs that they did not have the authority to seek
6 appointments with insurance carriers, thereby precluding them from the ability
7 to directly procure coverage;
8 b. Illegally issuing certificates of insurance without appointments;
9 c. Charging Plaintiffs premiums for insurance never procured and/or charging
10 Plaintiffs more than the quoted premium for coverage procured;
11 d. Binding unnecessarily duplicative insurance coverage; and
12 e. Covering up their predatory embezzlement scheme through manipulation and
13 deceit.

14 39. As a direct and proximate cause of Defendants' negligence, Plaintiffs have suffered
15 damages, including overcharged premiums, attorneys' fees, costs, and expenses. The amount of these
16 damages has not been precisely determined and the damages are continuing to accrue. Defendants
17 will seek leave to amend this Complaint when the precise amount of these damages is ascertained.

18 **SECOND CAUSE OF ACTION**

19 **(Against All Defendants for Breach of Fiduciary Duty)**

20 40. Plaintiffs reallege and incorporate by reference herein each allegation contained in
21 paragraphs 1 through 34 above.

22 41. Based upon their representations, their expertise, and their long-standing relationship
23 with Plaintiffs, Defendants owed Plaintiffs a fiduciary duty to act with the utmost good faith in the
24 best interests of Plaintiffs.

25 42. For over twenty years, Defendants have agreed to act as Plaintiffs' agent and/or brokers
26 for purposes of procuring certain personal and business insurance policies for Plaintiffs. As such, a
27 confidential relationship existed at all relevant times herein mentioned between Plaintiffs and
28 Defendants.

1 43. Plaintiffs are informed and believe, and on that basis allege, that Defendants violated
2 their relationship of trust and confidence with Plaintiffs, breached their fiduciary duties, and failed to
3 act as reasonable and careful agents and brokers by, among other things:

- 4 a. Misrepresenting their ability to procure coverage for Plaintiffs by, for example,
5 failing to advise Plaintiffs that they did not have the authority to seek
6 appointments with insurance carriers, thereby precluding them from the ability
7 to directly procure coverage;
8 b. Illegally issuing certificates of insurance without appointments;
9 c. Charging Plaintiffs premiums for insurance never procured and/or charging
10 Plaintiffs more than the quoted premium for coverage procured;
11 d. Binding unnecessarily duplicative insurance coverage; and
12 f. Covering up their predatory embezzlement scheme through manipulation and
13 deceit.

14 44. Moreover, Plaintiffs are informed and believe, and on that basis allege, that the
15 Defendants used their positions as agents and brokers of Plaintiffs to obtain a secret profit and/or
16 commission by collecting unnecessary and/or inflated premiums.

17 45. As a direct, foreseeable, and proximate result of Defendants' breaches of their fiduciary
18 duties, Plaintiffs have suffered damages, including overcharged premiums, attorneys' fees, costs, and
19 expenses. The amount of these damages has not been precisely determined and the damages are
20 continuing to accrue. Defendants will seek leave to amend this Complaint when the precise amount of
21 these damages is ascertained.

22 46. Defendants' breaches of their duties as alleged above were undertaken with the intent of
23 depriving Plaintiffs of their property or legal rights or otherwise causing injury, and were despicable,
24 malicious, oppressive, and/or fraudulent conduct that subjected Plaintiffs to a cruel and unjust
25 hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary and
26 punitive damages in an amount to be proven at trial.

1 THIRD CAUSE OF ACTION

2 (Against All Defendants for Fraudulent Misrepresentation)

3 47. Plaintiffs reallege and incorporate by reference herein each allegation contained in
4 paragraphs 1 through 34 above.

5 48. In connection with the procurement of insurance policies for Plaintiffs, Defendants
6 fraudulently misrepresented to Plaintiffs that they had the authority to procure such insurance, made
7 specific and false representations as to the amount of the premiums charged by the insurance carriers,
8 and represented to Plaintiffs that Defendants had procured the right amount of coverage for each
9 Plaintiff at each level.

10 49. Plaintiffs are informed and believe, and on that basis allege, that the representations
11 alleged above were in fact false. At the time such representations were made by Defendants, Plaintiffs
12 were ignorant of the falsity of Defendants' representations and believed them to be true. Plaintiffs are
13 informed and believe, and on that basis allege, that at the time Defendants made these representations,
14 Defendants knew that these representations were false and made such representations with the intent
15 to deceive and defraud Plaintiffs and to induce Plaintiffs to act in reliance upon these representations.

16 50. Plaintiffs justifiably relied on Defendants' representations with respect to the
17 procurement of Plaintiffs' insurance policies. In reliance on these representations, Plaintiffs were
18 induced to and allowed Defendants to broker policies on their behalf, purchase the insurance policies,
19 and pay the premiums quoted by Defendants. Had Plaintiffs known that Defendants were not
20 authorized to procure Plaintiffs' insurance or issue insurance certificates and that Defendants were
21 overcharging premiums, failing to procure insurance promised, double binding insurance coverage for
22 the same Plaintiff at the same level, and/or covering up their scheme, Plaintiffs would not have taken
23 these actions.

24 51. Plaintiffs' reliance on Defendants' representations was justified because of Defendants'
25 alleged superior knowledge and expertise in purchasing insurance, Defendants' holding themselves
26 out as skilled insurance brokers, and Defendants' long-term and special relationship with Plaintiffs.

27 52. As a direct and proximate result of Defendants' fraudulent misrepresentations, Plaintiffs
28 have suffered damages, including overcharged premiums, attorneys' fees, costs, and expenses. The

1 amount of these damages has not been precisely determined and the damages are continuing to accrue.
2 Plaintiffs will seek leave to amend this Complaint when the precise amount of these damages is
3 ascertained.

4 53. Defendants' acts alleged above included fraudulent misrepresentations with the intent of
5 depriving Plaintiffs of their property or legal rights or otherwise causing injury, and were despicable,
6 malicious, oppressive, and/or fraudulent conduct that subjected Plaintiffs to a cruel and unjust
7 hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary and
8 punitive damages in an amount to be proven at trial.

9 **FOURTH CAUSE OF ACTION**

10 **(Against All Defendants for Negligent Misrepresentation)**

11 54. Plaintiffs reallege and incorporate by reference herein each allegation contained in
12 paragraphs 1 through 34 above.

13 55. In connection with the procurement of insurance policies for Plaintiffs, Defendants
14 negligently represented to Plaintiffs that they had the authority to procure such insurance, made
15 specific and false representations as to the amount of the premiums charged by the insurance carriers,
16 and represented that they had procured the right amount of coverage for each Plaintiff at each level.

17 56. Plaintiffs are informed and believe, and on that basis alleges, that the representations
18 alleged above were in fact false. At the time such representations were made by Defendants, Plaintiffs
19 were ignorant of the falsity of Defendants' representations and believed them to be true. Plaintiffs are
20 informed and believe, and on that basis allege, that at the time Defendants made these representations,
21 Defendants knew, or should have known, that these representations were false, and that Plaintiffs
22 would rely upon them. Plaintiffs are informed and believe, and on that basis allege, that Defendants
23 intended for Plaintiffs to rely on these representations.

24 57. Plaintiffs justifiably relied on Defendants' representations with respect to the
25 procurement of Plaintiffs' insurance policies. In reliance on these representations, Defendants were
26 induced to, and did, purchase the insurance policies and paid the premiums charged by Defendants.
27 Had Plaintiffs known that Defendants were not authorized to procure Plaintiffs' insurance or issue
28 insurance certificates and that Defendants were overcharging premiums, failing to procure insurance

1 as promised, double binding insurance coverage for the same Plaintiff at the same level, and/or
2 covering up their scheme, Plaintiffs would not have taken these actions.

3 58. Plaintiffs' reliance on Defendants' representations was justified because of Defendants'
4 alleged superior knowledge and expertise in purchasing insurance, Defendants' holding themselves
5 out as skilled insurance brokers, and Defendants' long-term and special relationship with Plaintiffs.

6 59. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiffs
7 have suffered damages, including overcharged premiums, attorneys' fees, costs, and expenses. The
8 amount of these damages has not been precisely determined and the damages are continuing to accrue.
9 Plaintiffs will seek leave to amend this Complaint when the precise amount of these damages is
10 ascertained.

11 FIFTH CAUSE OF ACTION

12 (Against All Defendants for Conversion)

13 60. Plaintiffs reallege and incorporate by reference herein each allegation contained in
14 paragraphs 1 through 34 above.

15 61. As set forth above, Plaintiffs were induced to and allowed Defendants to procure
16 insurance policies on their behalf and collect the premiums purportedly in payment of such policies.
17 Had Plaintiffs known that Defendants were not authorized to procure Plaintiffs' insurance or issue
18 insurance certificates and that Defendants were overcharging premiums, failing to procure insurance
19 promised, double binding insurance coverage for the same Plaintiff at the same level, and/or covering
20 up their scheme, Plaintiffs would not have taken these actions.

21 62. Plaintiffs reasonably and justifiably relied on Defendants to execute their duties as
22 brokers for Plaintiffs and the representations Defendants made to Plaintiffs, and therefore purchased
23 certain policies and paid the premiums quoted by Defendants. Defendants have converted a
24 substantial portion of the premiums paid for their own use and benefit and to the detriment of
25 Plaintiffs. Defendants have failed and refused to repay the improperly charged premiums.

26 63. As a direct and proximate result of Defendants' conversion, Plaintiffs have suffered
27 damages, including overcharged premiums, attorneys' fees, costs, and expenses. The amount of these
28

1 damages has not been precisely determined and the damages are continuing to accrue. Plaintiffs will
2 seek leave to amend this Complaint when the precise amount of these damages is ascertained.

3 64. Defendants' acts of conversion were done with the intent of depriving Plaintiffs of their
4 property or legal rights or otherwise causing injury, and were despicable, malicious, oppressive,
5 and/or fraudulent conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious
6 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive damages in an
7 amount to be proven at trial.

8 SIXTH CAUSE OF ACTION

9 (Against All Defendants for Fraudulent Concealment)

10 65. Plaintiffs reallege and incorporate by reference herein each allegation contained in
11 paragraphs 1 through 34 above.

12 66. Plaintiffs are informed and believe, and on that basis allege, that Defendants suppressed
13 or concealed the following material facts, among others:

- 14 a. Defendants did not have the authority to procure insurance on behalf of
15 Plaintiffs;
- 16 b. Defendants charged Plaintiffs more than the quoted premiums for coverage
17 procured;
- 18 c. Defendants surreptitiously bound unnecessarily duplicative insurance coverage;
19 and
- 20 d. Defendants covered up their predatory embezzlement scheme through
21 manipulation and deceit.

22 67. Plaintiffs are informed and believe, and on that basis allege, that the suppression or
23 concealment of information herein alleged was undertaken with the intent to induce Plaintiffs to act in
24 reliance thereon and in the manner herein alleged.

25 68. At the time of Defendants' concealment or suppression, Plaintiffs were ignorant of the
26 information concealed or suppressed by Defendants. If Plaintiffs had been aware of the existence of
27 the facts not disclosed by Defendants, Plaintiffs would not have paid the premiums quoted by
28

1 Defendants or allowed Defendants to continue to broker policies on their behalf and purchase the
2 policies recommended by Defendants.

3 69. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiffs have
4 suffered damages, including overcharged premiums, attorneys' fees, costs, and expenses. The amount
5 of these damages has not been precisely determined and the damages are continuing to accrue.
6 Plaintiffs will seek leave to amend this Complaint when the precise amount of these damages is
7 ascertained.

8 70. Defendants' acts alleged above included deceit and/or fraudulent concealment of
9 material facts known to Defendants with the intent of depriving Plaintiffs of their property or legal
10 rights or otherwise causing injury, and were despicable, malicious, oppressive, and/or fraudulent
11 conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs'
12 rights, so as to justify an award of exemplary and punitive damages in an amount to be proven at trial.

13 **SEVENTH CAUSE OF ACTION**

14 **(Against All Defendants for Constructive Fraud)**

15 71. Plaintiffs reallege and incorporate by reference herein each allegation contained in
16 paragraphs 1 through 34 above.

17 72. As stated above, Defendants owed Plaintiffs fiduciary duties. Specifically, Defendants
18 agreed to act as Plaintiffs' agents and brokers for purposes of procuring certain personal and business
19 insurance policies for Plaintiffs. As such, a confidential relationship existed at all relevant times
20 herein between Plaintiffs and Defendants. In that regard, Plaintiffs placed confidence in the fidelity
21 and integrity of Defendants in entrusting Defendants with the responsibility to procure the appropriate
22 insurance policies for Plaintiffs and to charge Plaintiffs the appropriate premiums for such coverage.

23 73. Despite having voluntarily accepted the trust and confidence reposed in them with
24 regard to Plaintiffs' insurance policies and funds, and in violation of this relationship of trust and
25 confidence, Plaintiffs are informed and believe, and on that basis allege, that Defendants abused the
26 trust and confidence of Plaintiffs by, among other things:

- 27 a. Misrepresenting their ability to procure coverage for Plaintiffs by, for example,
28 failing to advise Plaintiffs that they did not have the authority to seek

1 appointments with insurance carriers, thereby precluding them from the ability
2 to procure coverage;

- 3 b. Illegally issuing certificates of insurance without appointments;
- 4 c. Charging Plaintiffs premiums for insurance never procured and/or charging
5 Plaintiffs more than the quoted premium for coverage procured;
- 6 c. Double binding insurance coverage for the same Plaintiff at the same level; and
- 7 e. Covering up their predatory embezzlement scheme through manipulation and
8 deceit.

9 74. Moreover, Plaintiffs are informed and believe, and on that basis allege, that the
10 Defendants used their positions as agents and brokers of Plaintiffs to obtain a secret profit and/or
11 commission by collecting unnecessary and/or overstated premiums.

12 75. Plaintiffs are informed and believe, and on that basis allege, that Defendants' wrongful
13 acts described above were undertaken with the intent to deceive and defraud Plaintiffs. Plaintiffs
14 reasonably relied on Defendants in view of their long-standing special relationship.

15 76. At the time of Defendants' concealment or suppression, Plaintiffs were ignorant of the
16 information concealed or suppressed by Defendants. If Plaintiffs had been aware of the existence of
17 the facts not disclosed by Defendants, Plaintiffs would not have paid the premiums quoted by
18 Defendants or allowed Defendants to continue to broker policies on their behalf and purchase the
19 policies recommended by Defendants.

20 77. As a direct and proximate result of Defendants' fraud and deceit, Plaintiffs have
21 suffered damages, including overcharged premiums, attorneys' fees, costs, and expenses. The amount
22 of these damages has not been precisely determined and the damages are continuing to accrue.
23 Plaintiffs will seek leave to amend this Complaint when the precise amount of these damages is
24 ascertained.

25 78. Defendants' acts alleged above included deceit and/or fraudulent concealment of
26 material facts known to Defendants with the intent on the part of Defendants of depriving Plaintiffs of
27 their property or legal rights or otherwise causing injury, and were despicable, malicious, oppressive
28 and/or fraudulent conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious

1 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive damages in an
2 amount to be proven at trial.

3 **EIGHTH CAUSE OF ACTION**

4 **(Against All Defendants for Breach of Oral Agreement)**

5 79. Plaintiffs reallege and incorporate by reference herein each allegation contained in
6 paragraphs 1 through 34 above.

7 80. For over twenty years, Defendants have acted as Plaintiffs' insurance brokers for both
8 business and professional insurance coverage. In that regard, Defendants agreed to provide Plaintiffs
9 advice and to purchase certain insurance policies on their behalf. In exchange, Plaintiffs paid certain
10 premiums and purchased insurance at Defendants' direction and recommendation (the "Agreement").

11 81. Plaintiffs performed all of their obligations under the Agreement with Defendants or
12 have been excused from performance by reason of the acts and conduct of Defendants or by operation
13 of the law.

14 82. In acting and failing to act as alleged above, Defendants breached their Agreement with
15 Plaintiffs.

16 83. As a direct and proximate result of Defendants' breach of contract, Plaintiffs have
17 suffered damages, including overcharged premiums, costs, and expenses. The amount of these
18 damages has not been precisely determined and the damages are continuing to accrue. Plaintiffs will
19 seek leave to amend this Complaint when the precise amount of these damages is ascertained.

20 **NINTH CAUSE OF ACTION**

21 **(Against All Defendants for Breach of the Implied Covenant of Good Faith and Fair Dealing)**

22 84. Plaintiffs reallege and incorporate by reference herein each allegation contained in
23 paragraphs 1 through 34 and 80 through 83 above.

24 85. The Agreement contained an implied covenant of good faith and fair dealing requiring
25 that: (1) Defendants would not do anything to jeopardize Plaintiffs' insurance coverage or Plaintiffs'
26 ability to realize the benefits of coverage that Defendants promised to procure on their behalf; (2)
27 Defendants would deal fairly and in good faith with Plaintiffs; and (3) Defendants would promptly
28 and fairly carry out their obligations under the Agreement, as alleged above.

1 86. Defendants breached the implied covenant of good faith and fair dealing by, in addition
2 to the wrongful acts described above, engaging in actions purposefully aimed at frustrating and
3 interfering with Plaintiffs' insurance coverage and/or Plaintiffs' ability to realize the benefits of
4 coverage that Defendants promised to procure on their behalf.

5 87. The acts alleged above constitute violations of the implied covenant of good faith and
6 fair dealing.

7 88. As a direct, foreseeable, and proximate result of Defendants' breach of the implied
8 covenant of good faith and fair dealing, Plaintiffs have suffered damages, including overcharged
9 premiums, attorneys' fees, costs, and expenses. The amount of these damages has not been precisely
10 determined and the damages are continuing to accrue. Defendants will seek leave to amend this
11 Complaint when the precise amount of these damages is ascertained.

12 TENTH CAUSE OF ACTION

13 (Against All Defendants for Unjust Enrichment)

14 89. Plaintiffs reallege and incorporate by reference herein each allegation contained in
15 paragraphs 1 through 34 above.

16 90. Plaintiffs are informed and believe, and on that basis allege, that Defendants improperly
17 charged Plaintiffs premiums for insurance never procured and/or charged Plaintiffs more than the
18 actual premiums charged by the insurance carriers for substantial portions of the coverage procured.
19 Moreover, Plaintiffs are informed and believe, and on that basis allege, that the Defendants used their
20 positions as agents and brokers of Plaintiffs to obtain a secret profit and/or commission by collecting
21 unnecessary and/or overstated premiums.

22 91. As a result of Defendants' wrongful conduct, Defendants have been unjustly enriched at
23 the expense of Plaintiffs and have unjustly retained the benefits of their wrongful conduct.

24 92. As a direct and proximate result of Defendants' fraud and deceit, Plaintiffs have
25 suffered damages, including overcharged premiums, attorneys' fees, costs, and expenses. Plaintiffs
26 are entitled to a constructive trust and restitution of the amounts wrongfully taken and retained by
27 Defendants at Plaintiffs' expense.
28

PRAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, jointly and severally, as follows:

ON THE FIRST CAUSE OF ACTION FOR PROFESSIONAL NEGLIGENCE

1. For damages in an amount to be proved at trial;
2. For interest thereon; and
3. For costs of suit incurred herein.

ON THE SECOND CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY

1. For damages in an amount to be proved at trial;
2. For recovery of the Defendants' secret profits and/or commissions;
3. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar conduct;
4. For interest on the damages according to proof at the legal rate; and
5. For costs of suit incurred herein.

ON THE THIRD CAUSE OF ACTION FOR FRAUDULENT MISREPRESENTATION

1. For damages in an amount to be proved at trial;
2. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar conduct;
3. For interest on the damages according to proof at the legal rate; and
4. For costs of suit incurred herein.

ON THE FOURTH CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION

1. For damages in an amount to be proved at trial;
2. For interest on the damages according to proof at the legal rate; and
3. For costs of suit incurred herein.

ON THE FIFTH CAUSE OF ACTION FOR CONVERSION

1. For damages in an amount to be proved at trial;
2. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar conduct;

- 1 3. For interest on the damages according to proof at the legal rate; and
2 4. For costs of suit incurred herein.

3 **ON THE SIXTH CAUSE OF ACTION FOR FRAUDULENT CONCEALMENT**

- 4 1. For damages in an amount to be proved at trial;
5 2. For punitive damages in an amount appropriate to punish Defendants and deter others
6 from engaging in similar conduct;

- 7 3. For interest on the damages according to proof at the legal rate; and
8 4. For costs of suit incurred herein.

9 **ON THE SEVENTH CAUSE OF ACTION FOR CONSTRUCTIVE FRAUD**

- 10 1. For damages in an amount to be proved at trial;
11 2. For punitive damages in an amount appropriate to punish Defendants and deter others
12 from engaging in similar conduct;

- 13 3. For interest on the damages according to proof at the legal rate; and
14 4. For costs of suit incurred herein.

15 **ON THE EIGHTH CAUSE OF ACTION FOR BREACH OF ORAL AGREEMENT**

- 16 1. For compensatory damages in an amount to be determined at trial; and
17 2. For costs of suit incurred herein.

18 **ON THE NINTH CAUSE OF ACTION FOR BREACH OF THE IMPLIED COVENANT OF**
19 **GOOD FAITH AND FAIR DEALING**

- 20 1. For compensatory damages in an amount to be determined at trial;
21 2. For interest on the damages according to proof at the legal rate; and
22 3. For attorneys' fees and costs of suit herein incurred.

23 **ON THE TENTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

- 24 1. For restitution of the money wrongfully retained by Defendants as a result of their
25 wrongful acts in an amount proven at trial;
26 2. For interest on the damages according to proof at the legal rate; and
27 3. For costs of suit herein incurred.

28

93/22/EA

ON ALL CAUSES OF ACTION

1. Such other, further, and/or different relief as may be just and proper.

Dated: March 21, 2011

DICKSTEIN SHAPIRO LLP

By: 

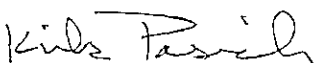
Kirk A. Pasich
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs Clavius Base, Inc.; Thomas J. Hanks, Margarita Wilson Hanks, individually and as Trustees of Certain Trusts; 1224-1228 5th Street LLC; 5th Street Development Corp.; Dorothy Wilson; Alley Properties, LLC; Edward Kessler, as Trustee of Certain Trusts; Electric City Productions, LLC; Elizabeth A. Hanks; Hardly There, LLC; Lily A. Reeves, individually and as Trustee of Certain Trusts; Marcalon, Inc.; Palmsey Ltd.; The Playtone Company, Inc.; Play-Tone-Post; Tina J. Kahn, as Trustee of Certain Trusts; and RW and Sons, Inc. (collectively, "Plaintiffs") hereby demand a trial by jury in this action.

Dated: March 21, 2011

DICKSTEIN SHAPIRO LLP

By: 

Kirk A. Pasich
Attorneys for Plaintiffs

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

FOR COURT USE ONLY

Kirk A. Pasich, SBN 94242 Chanda R. Hinman, SBN 217412

Dickstein Shapiro LLP

2049 Century Park East, Suite 700

Los Angeles, CA 90067

TELEPHONE NO.: 310-772-8300

FAX NO.: 310-772-8301

ATTORNEY FOR (Name): Plaintiffs Clavius Base, Inc., et al.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 22 2011

John A. Clark, Executive Officer/Clerk

BY Shaunya Wesley, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central

CASE NAME: Clavius Base, Inc., et al. v. Jerry B. Goldman, 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: B0455623

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 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): Ten

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: March 21, 2011

Chanda R. Hinman

(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

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC 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 10 ☐ HOURS/ ☒ DAYS.

Item II. Select 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 Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- Class Actions must be filed in the County 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.

	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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
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., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input checked="" type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE: CLAVIUS BASE, INC., et al. v. JERRY B. GOLDMAN, et al	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
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 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- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
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.

SHORT TITLE: CLAVIUS BASE, INC., et al. v. JERRY B. GOLDMAN, et al

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex
LitigationEnforcement
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
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.
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 (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
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.

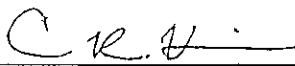
SHORT TITLE: CLAVIUS BASE, INC., et al. v. JERRY B. GOLDMAN, et al	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 8383 Wilshire Blvd, Suite 500
<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.		
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90211

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 Los Angeles courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: March 21, 2011


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 CHANDA R. HINMAN
 Attorneys For Plaintiffs CLAVIUS BASE, INC., et
 al.

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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.