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

AUG 23 2011

John A. Clarke, Executive Officer/Clerk  
BY Mary Flores Deputy

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DIVERSE TALENT GROUP, INC.

IN THE SUPERIOR COURT OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC 468265

DIVERSE TALENT GROUP, INC.,

Plaintiff,

v.

ISAM DURZI, an individual; EHAB DURZI, an individual; WENDY MORRISON, an individual; FUNCTION TALENT GROUP, LLC, a limited liability company; CHARLES ALTUNA, an individual; ALISON FOSTER, an individual; JANY STANLEY, an individual; IDBA GROUP, a company; and DOES 1 through 50,

Defendants.

LASC Case No.

**COMPLAINT FOR PROVISIONAL REMEDIES AND PETITION TO COMPEL ARBITRATION AS TO CLAIMS AGAINST ISAM DURZI, EHAB DURZI, AND WENDY MORRISON**

Date:  
Time:  
Dept:  
Judge:

Plaintiff DIVERSE TALENT GROUP, INC. ("Diverse") hereby requests the court to grant provisional remedies to prevent Defendants from causing imminent and irreparable harm to Plaintiff, and petitions the court to compel arbitration of all claims between Plaintiff and Defendants ISAM DURZI, EHAB DURZI, and WENDY MORRISON.

In support of this Complaint for Provisional Remedies and Petition to Compel Arbitration, Plaintiff respectfully states:

1. Plaintiff and Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison have agreed to arbitrate any disputes arising out of or related to their former employment relationship. This Complaint

CIT/CASE: BR468265 LEA/NEW  
REG. PT #: CH47805703  
DATE PAID: 8/23/11 08:19 AM  
PAYMENT: \$350.00  
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1 is filed for the purposes of securing provisional remedies pursuant to the California Arbitration Act, Cal.  
 2 Civ. Proc. Code § 1280 et seq., specifically Cal. Civ. Proc. Code § 1281.8. By filing this Complaint,  
 3 Plaintiff is not waiving its right to arbitrate any arbitrable controversy between the parties, but is asking  
 4 the court for injunctive and other appropriate relief pursuant to section 1281.8 to prevent imminent and  
 5 irreparable harm to Plaintiff. If and when the court orders such provisional remedies, Plaintiff will  
 6 pursue the remainder of its claims in the arbitral forum. Accordingly, as part of filing this Complaint,  
 7 Plaintiff is also seeking an order compelling Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison  
 8 to arbitrate any claims they may have against Plaintiff to binding arbitration pursuant to the parties'  
 9 arbitration agreement.

10 2. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 11 Defendant ISAM DURZI is an individual who resides in Los Angeles County.

12 3. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 13 Defendant EHAB DURZI is an individual who resides in Los Angeles County.

14 4. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 15 Defendant WENDY MORRISON is an individual who resides in Los Angeles County.

16 5. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 17 Defendant FUNCTION TALENT GROUP, LLC ("Function") is a limited liability company authorized  
 18 to do business in California, with its principal place of business located in Los Angeles County.

19 6. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 20 Defendant CHARLES ALTUNA is an individual who resides in Los Angeles County.

21 7. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 22 Defendant ALISON FOSTER is an individual who resides in Los Angeles County.

23 8. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 24 Defendant JANY STANLEY is an individual who resides in Los Angeles County.

25 9. Plaintiff is informed and believes and therefore alleges that at all times herein mentioned,  
 26 Defendant IDBA GROUP is a company, form unknown, with its principal place of business located in  
 27 Los Angeles County.

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1           10. The true names and capacities of the defendants named herein as DOES 1 through 50,  
 2 inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff and are  
 3 included herein by fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff is  
 4 informed and believes that all DOE defendants are residents of the State of California. Plaintiff will  
 5 amend this Complaint to show their true names and capacities when they have been determined.

6           11. Each of the defendants herein are, and at all relevant times were, the agent, employee, or  
 7 representative of the remaining defendants and were, unless specifically alleged otherwise, acting within  
 8 the course and scope of such relationship at the time of the events alleged herein.

9           12. Plaintiff owns and operates a talent agency located in Los Angeles, California.  
 10 Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison were employed by Plaintiff.

11           13. Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison were all employed by Plaintiff  
 12 since at least August 2010.

13           14. Throughout their employment with Diverse, Defendants Isam Durzi, Ehab Durzi, and  
 14 Wendy Morrison obtained private, confidential, and proprietary information concerning Diverse and its  
 15 customers. This information included, but was not limited to, customer lists, and private financial,  
 16 business, and operational information belonging to Diverse, as well as personal and financial  
 17 information belonging to the Diverse's customers.

18           15. As part of their employment with Diverse, Defendants Isam Durzi, Ehab Durzi, and  
 19 Wendy Morrison acknowledged that all files and records, whether in paper or computer format, were the  
 20 property of Diverse. In particular, they acknowledged that client information, such as the agency's  
 21 client list, was confidential and the property of the agency.

22           16. Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison also acknowledged Diverse's  
 23 policies against conflicts of interest and outside employment, and agreed that, while employed with the  
 24 agency, they would not engage in any business that competed with the agency.

25           17. Prior to leaving their employment with Diverse, Defendants Isam Durzi, Ehab Durzi, and  
 26 Wendy Morrison accepted positions with Defendant Function, a competitor of Diverse. While still  
 27 employed with Diverse, however, they solicited Diverse's customers on behalf of Defendant Function,  
 28 thereby diverting business away from their current employer to their future employer for their personal

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1 financial gain and that of Defendant Function. They accomplished this by, *inter alia*, sending out letters  
2 to customers of Diverse soliciting their business for Function while still employed by Diverse.

3 18. In addition, Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison also removed  
4 confidential business information, such as customer files, from the agency just prior to their departure.  
5 Upon discovering and observing this happening, the agency demanded that these Defendants return the  
6 agency's files. Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison refused to do so.

7 19. Before Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison's departures, they  
8 actively solicited and diverted Diverse's clients and funds to Function. They also made false,  
9 defamatory, and damaging statements to Diverse's clients, indicating that Diverse was going out of  
10 business. These statements were intentionally made to unlawfully steal clients away from Diverse for  
11 the benefit of themselves and Defendants.

12 20. After Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison's departures, Diverse  
13 received contact from various clients informing Diverse that these Defendants were unlawfully soliciting  
14 the agency's customers. The customers explained how they were solicited by these Defendants to do  
15 business with them through Function. The customers also noted that these Defendants told them that  
16 Diverse was imminently closing its doors.

17 21. Further, following the conclusion of the employment relationships with Defendants Isam  
18 Durzi, Ehab Durzi, and Wendy Morrison, Diverse also discovered that these Defendants had hacked into  
19 Diverse's computer system, changed the agency's contact information, and sent messages to clients  
20 instructing them to contact Defendant Ehab Durzi at the newly-diverted number.

21 22. Even now, Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison and Function,  
22 including its agents (the other individual defendants) are using Diverse's confidential customer  
23 information to solicit business from Diverse's customers. For example, Defendants have actually  
24 interfered with and caused the termination of ongoing representation negotiations between Plaintiff's  
25 agents and Plaintiff's clients for the purchase of representing those clients in various entertainment  
26 endeavors.

27 23. Plaintiff Diverse's private, confidential, and proprietary information, including customer  
28 lists, is not generally known to the public or to its competitors, who can obtain economic value from its

1 disclosure and use in that without Plaintiff's confidential information, it is impossible to determine that  
2 Plaintiff's customers might need the type of representation offered by Plaintiff or its competitors. As a  
3 result, this confidential information has economic value in that it contained, among other things, names  
4 of customers who were represented or who may have been interested in being represented by Plaintiff.  
5 Plaintiff was able to more effectively and efficiently serve its customers than its competitors, who did  
6 not have access to the information, thereby giving Plaintiff a lawful competitive advantage.

7 24. Plaintiff Diverse also made reasonable efforts to ensure that its confidential information  
8 remained a secret, including: (1) requiring its employees, including Defendants, to sign an  
9 acknowledgment that defined Plaintiff's confidential information as a trade secret and as confidential  
10 property of the agency; (2) keeping all hard copies of confidential information locked in filing cabinets;  
11 (3) limiting access to and use of the confidential information; and (4) password-protecting access and  
12 use to the confidential information. A copy of the written agreement between Plaintiff and Defendant  
13 Isam Durzi regarding confidential information is attached here as Exhibit A and is by this reference  
14 incorporated herein verbatim. Each of the other Defendants who were employed by Plaintiff have  
15 written agreements with the same or substantially the same terms.

16 25. Despite these efforts and policies, Defendants have taken the confidential information  
17 without the permission of Diverse and have used it for their own financial gain and business purposes.  
18 Despite demands to cease and desist from using this information, Defendants continue to use the  
19 confidential information for their own personal and commercial profit—and at the expense of Diverse.

20 26. As part of their employment with Plaintiff, Defendants Isam Durzi, Ehab Durzi, and  
21 Wendy Morrison signed arbitration agreements to resolve all controversies "arising from, related to, or  
22 having any relationship or connection whatsoever with Employee's seeking employment with,  
23 employment by, or other association with the company, whether based on tort, contract, statutory, or  
24 equitable law, or otherwise. . . ." These Defendants acknowledged that the Corporation utilizes a  
25 system of alternative dispute resolution which involves binding arbitration to resolve all disputes and she  
26 acknowledged that by signing the arbitration agreement, both they and Diverse were giving up their  
27 rights to trial by jury. These arbitration provisions are included in the written agreement attached hereto  
28 as Exhibit A.

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1 27. Within the meaning of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et*  
2 *seq.*), a "controversy" has arisen (Code Civ. Proc. § 1280(c)) between Plaintiff and Defendants Isam  
3 Durzi, Ehab Durzi, and Wendy Morrison.

4 28. The arbitration agreements between Plaintiff and Defendants Isam Durzi, Ehab Durzi,  
5 and Wendy Morrison were entered into in Los Angeles County.

6 **FIRST CAUSE OF ACTION**

7 **MISAPPROPRIATION OF TRADE SECRETS**

8 **(AGAINST ALL DEFENDANTS)**

9 29. Plaintiff refers to the allegations of all preceding paragraphs and incorporates the same  
10 herein by this reference as though set forth in full.

11 30. At all times relevant to this complaint, Plaintiff possessed a trade secret, consisting of,  
12 among other things, its confidential customer list.

13 31. Plaintiff Diverse's private, confidential, and proprietary information, including customer  
14 lists, is not generally known to the public or to its competitors, who can obtain economic value from its  
15 disclosure and use in that without Plaintiff's confidential information, it is impossible to determine that  
16 Plaintiff's customers might need the type of representation offered by Plaintiff or its competitors. As a  
17 result, this confidential information has economic value in that it contained, among other things, names  
18 of customers who were represented or who may have been interested in being represented by Plaintiff.  
19 Plaintiff was able to more effectively and efficiently serve its customers than its competitors, who did  
20 not have access to the information, thereby giving Plaintiff a lawful competitive advantage.

21 32. Plaintiff Diverse also made reasonable efforts to ensure that its confidential information  
22 remained a secret, including: (1) requiring its employees, including Defendants, to sign an  
23 acknowledgment that defined Plaintiff's confidential information as a trade secret and as confidential  
24 property of the agency; (2) keeping all hard copies of confidential information locked in filing cabinets;  
25 (3) limiting access to and use of the confidential information; and (4) password-protecting access and  
26 use to the confidential information.

27 33. Beginning on or about July 1, 2011, and continuing to this day, Defendants  
28 misappropriated Plaintiff's trade secrets. Plaintiff is informed and believes that, among acts taken in

1 furtherance of his misappropriation, Defendants have: (1) disclosed and continue to disclose Plaintiff's  
 2 confidential information to third parties; and (2) copied and/or retained, and continue to copy and/or  
 3 retain, the above confidential information and have used and continue to use it to further their personal  
 4 interests, including but not limited to using the confidential information to negotiate or attempt to  
 5 negotiate representation agreements to Plaintiff's customers, and disclosed Plaintiff's confidential  
 6 information to third parties in return for valuable consideration.

7 34. As a proximate result of the use by Defendants of Plaintiff's trade secrets as alleged  
 8 above, Plaintiff has suffered actual damages in an amount to be shown according to proof in arbitration  
 9 proceedings. As a further proximate result of the misappropriation, Plaintiff is informed and believes  
 10 that Defendants have been unjustly enriched as a result of their misappropriation of Plaintiff's trade  
 11 secrets in an amount to be shown according to proof in arbitration proceedings.

12 35. In the event that neither Plaintiff's actual damages nor Defendants' unjust enrichment are  
 13 subject to proof, Plaintiff is entitled to a reasonable royalty of Defendants' revenues received as a result  
 14 of the use of Plaintiff's trade secrets, pursuant to Civil Code section 3426.3(b).

15 36. By engaging in the aforementioned acts, Defendants are guilty of malice and oppression  
 16 in that Defendants acted with the willful, wanton, and deliberate intent to injure Plaintiff's business and  
 17 improve their own financial interests. Defendants' conduct therefore warrants the assessment of  
 18 punitive damages in an amount appropriate to punish Defendants and deter others from engaging in  
 19 similar misconduct, which damages shall be sought in arbitration.

20 37. Plaintiff has no adequate remedy at law for the injuries currently being suffered in that  
 21 Defendants will continue to wrongfully use Plaintiff's trade secrets to harm Plaintiff's business and  
 22 further Defendants' personal financial interests.

23 38. WHEREFORE, Plaintiff prays judgment as set forth below.

24 **SECOND CAUSE OF ACTION**

25 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

26 **(AGAINST ALL DEFENDANTS)**

27 39. Plaintiff refers to the allegations of all preceding paragraphs and incorporates the same  
 28 herein by this reference as though set forth in full.

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1 40. Plaintiff maintained an ongoing business relationship with the customers and businesses  
 2 contained in its confidential information and there was a probability that Plaintiff would continue to gain  
 3 an economic benefit from the continuation of those customer and business relationships.

4 41. Defendants were well aware of Plaintiff's ongoing business and customer relationships  
 5 because of Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison's employment by Plaintiff and  
 6 their access to Plaintiff's confidential information, including but not limited to Plaintiff's customer list.

7 42. Beginning on or about July 1, 2011, and continuing to the present, Defendants  
 8 intentionally used Plaintiff's confidential information to assist and aid third parties to solicit Plaintiff's  
 9 customers away from Plaintiff, and they intentionally encouraged Plaintiff's customers not to do  
 10 business with Plaintiff. By their actions, Defendants intended to interfere with Plaintiff's existing  
 11 business relationships with its customers and Defendants actually interfered with Plaintiff's prospective  
 12 business relationships with Plaintiff's customers.

13 43. Plaintiff is informed and believes that as a result of Defendants' wrongful conduct,  
 14 Plaintiff's business relationships with its existing customers has been disrupted in that Plaintiff's  
 15 customers have begun to give their business to companies other than Plaintiff, including Defendant  
 16 Function Talent Group, LLC. In addition, Plaintiff's prospective economic benefit has been damaged in  
 17 that Plaintiff is unlikely to do business with the clients that Defendants have contacted and/or solicited.

18 44. As a proximate result of Defendants' interference with Plaintiff's existing business  
 19 relationships and future business relationships as alleged above, Plaintiff has suffered actual damages,  
 20 consisting of lost profits, in an amount to be shown according to proof at arbitration.

21 45. By engaging in the aforementioned acts, Defendants are guilty of malice and oppression  
 22 in that Defendants acted with the deliberate intent to injure Plaintiff's business relationships.  
 23 Defendants' conduct was and continues to be willful and wanton and done with the intent of harming  
 24 Plaintiff's business relationships. Defendants' conduct therefore warrants the assessment of punitive  
 25 damages in an amount appropriate to punish Defendants and deter others from engaging in similar  
 26 misconduct.

27 46. Plaintiff has no adequate remedy at law for the injuries currently being suffered in that  
 28 Defendants will continue to wrongfully interfere with Plaintiff's business relationships and Plaintiff

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1 would be required to maintain a multiplicity of judicial proceedings to protect its interests, and, in  
 2 addition, there is no reasonable basis to calculate all the monetary damage caused to Plaintiff by  
 3 Defendants interference with Plaintiff's future business relationships.

4 WHEREFORE, Plaintiff prays judgment as set forth below.

5 **THIRD CAUSE OF ACTION**

6 **BREACH OF DUTY OF LOYALTY**

7 **(AGAINST DEFENDANTS ISAM DURZI, EHAB DURZI, WENDY MORRISON, AND DOES 1-10)**

8 47. Plaintiff refers to the allegations of all preceding paragraphs and incorporates the same  
 9 herein by this reference as though set forth in full.

10 48. Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison were employed by Plaintiff  
 11 and owed Plaintiff a duty of loyalty.

12 49. Beginning on or about July 1, 2011, Defendants Isam Durzi, Ehab Durzi, and Wendy  
 13 Morrison breached their duty of loyalty to Plaintiff by engaging in the conduct alleged above.

14 50. As a proximate result of Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison's  
 15 breach of their duty of loyalty as alleged above, Plaintiff has suffered actual damages, consisting of lost  
 16 profits, in an amount to be shown according to proof in arbitration.

17 51. By engaging in the aforementioned acts, Defendants Isam Durzi, Ehab Durzi, and Wendy  
 18 Morrison were and continue to be guilty of malice and oppression, and have acted and continue to act  
 19 with conscious disregard for Plaintiff's rights and their own duty of loyalty, thereby warranting an award  
 20 of punitive damages in an amount appropriate to punish Defendants and deter others from engaging in  
 21 similar misconduct.

22 WHEREFORE, Plaintiff prays judgment as set forth below.

23 **FOURTH CAUSE OF ACTION**

24 **BREACH OF CONTRACT/SPECIFIC PERFORMANCE**

25 **(AGAINST DEFENDANTS ISAM DURZI, EHAB DURZI, WENDY MORRISON, AND DOES 1-10)**

26 52. Plaintiff refers to the allegations of all preceding paragraphs and incorporates the same  
 27 herein by this reference as though set forth in full.

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53. In or around August 2010, Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison agreed to a valid confidentiality agreement, set forth as follows:

**2.1 Confidential Information.** Employee agrees that all information communicated to Employee concerning the work conducted by or for Employer is confidential. Employee also agrees that all financial data, sales information, product specifications, customer names and addresses, customer assignments, customer jobs, customer profiles, vendor information, pricing and bid information, personnel information, and any documents generated by Employer, or by Employee in the course of his/her employment, are confidential. Employee further agrees that information concerning the work conducted by Employer, including, but not limited to information concerning future and proposed products, projects, shows, literary works, songs or sales which are planned, under consideration or in production/process, as well as existing work/sales additionally constitute confidential information of Employer.

**2.2 Confidential Information Constitutes Trade Secrets.** Employee agrees that all confidential information described herein is and constitutes trade secret information as defined by Cal. Civ. Code § 3426.1, and is the exclusive property of Employer.

**2.3 Non-Disclosure of Trade Secrets/Confidential Information.** Employee promises and agrees that Employee shall not disclose any confidential or trade secret information of Employer to any other person. Employee shall use Employee's best efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same care and discretion that Employee uses with information Employee considers personally confidential. Employee agrees that the sale or unauthorized use or disclosure of any of Employer's confidential information or trade secrets obtained by Employee during or following his/her employment with Employer constitutes misappropriation as defined by Cal. Civ. Code § 3426.1. Employee promises and agrees not to engage in any misappropriation at any time, whether during or following the completion of his/her employment with Employer. Upon Employer's request, Employee shall promptly return to Employer all confidential information and materials in his possession.

**2.4 Non-Competition During Employment.** Employee promises and agrees that during his/her employment with Employer, Employee shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any competitive activity relating to the subject matter of his employment with Employer.

**2.5 Non-Solicitation.** For a period of one (1) year from the date of termination of this Agreement whether with or without cause, employee shall not directly or indirectly make known to any person, firm, or corporation the names or addresses of any of DTG clients (as defined below) or any other information pertaining to them, or call on, solicit or attempt to call on or solicit, unless for the sole benefit of DTG, any of the DTG clients with whom Employee interacted for business purposes (including those that Employee brought to DTG) or with whom Employee became acquainted during Employee's employment with DTG, either for Employee or for any other person, firm or corporation. The term "for cause" shall be as defined in Section 5.2.1 herein. Employee agrees that for a period of twelve months after termination, whether with or without cause, Employee will not encourage or otherwise influence any clients of the Employer to seek the services of a competing business, even if the Employee has no connection with the competing business. Employee further agrees not to contact any clients or customers of the Employer at any time for the purpose of

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1 disparaging or injuring the Employer, its products, services or employees. For  
2 purposes of this Agreement and after termination of employment only, customer is  
3 defined as any person or entity that has contacted the Employer with the express  
4 purpose of inquiry into the purchase of goods or services from the Employer within  
5 three years of the date on which employment of Employee with the Employer was  
6 terminated for whatever reason or any person who is maintained on the Employer's  
7 customer lists. While employed by the Employer and for a period of twelve months  
8 from the date of termination of Employee's employment (regardless of reason),  
9 Employee agrees not to induce or attempt to influence directly or indirectly through  
10 another person any Employee of the Employer to work for Employee or any other  
11 person or entity with whom Employee is or may become professionally associated,  
12 without the written consent of the Chief Executive Officer of DTG. The provisions of  
13 this section 2.5 shall not apply to those clients listed on Exhibit "A."

14  
15 **2.6 Return of Documents.** Employee acknowledges and agrees that all originals and  
16 copies of records, reports, documents, lists, plans, drawings, memoranda, notes, and  
17 other documentation related to the business of DTG or containing any Confidential  
18 Information shall be the sole and exclusive property of DTG, and shall be returned to  
19 DTG upon the termination of employment with DTG and at any other time at the  
20 request of DTG.

21  
22 **2.7 Injunction.** Employee agrees that it would be difficult to measure damage to  
23 DGT from any breach by Employee of Section 2 (and all subsections) and that  
24 monetary damages would be an inadequate remedy for any such breach. Accordingly,  
25 Employee agrees that if Employee shall breach any provision of Section 2, DTG shall  
26 be entitled, in addition to all other remedies it may have at law or in equity, to an  
27 injunction or other appropriate orders to restrain any such breach, without showing or  
28 proving any actual damage sustained by DTG.

**2.8 No Release.** Employee agrees that the termination of employment with DTG  
(whether with or without cause) or the expiration of the term of this Agreement shall  
not release Employee from any obligations under Section 2.

**2.9 Prohibition Against Violating Prior Restrictive Covenants Agreements.**  
Employee is prohibited from violating any restrictive covenants agreements  
Employee signed with prior employers during his employment with DTG.

A copy of this agreement, signed by Defendant Isam Durzi, is attached hereto as Exhibit A and  
incorporated herein by reference. Both Ehab Durzi and Wendy Morrison agreed expressly to the same  
or similar terms.

54. Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison agreed not to disclose  
Plaintiff's or its customers' confidential information to third parties.

55. Beginning on or about July 1, 2011, Defendants Isam Durzi, Ehab Durzi, and Wendy  
Morrison breached their confidentiality agreements by disclosing Plaintiff's confidential information,  
including but not limited to its customer list to third parties, including but not limited to Function Talent  
Group, all for the financial benefit of Defendants and at the expense of Plaintiff.

1 56. Despite Plaintiff's requests that Defendants Isam Durzi, Ehab Durzi, and Wendy  
 2 Morrison not do so, they continue to disclose Plaintiff's and its customers' confidential information to  
 3 third parties and cause damage to Plaintiff.

4 57. By engaging in this conduct, Defendant is entitled to damages according to proof at  
 5 arbitration, and injunctive relief, including specific performance, to prevent Defendant from further  
 6 breaching his agreement and harming Plaintiff.

7 WHEREFORE, Plaintiff prays judgment as set forth below.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**

10 **(AGAINST ALL DEFENDANTS)**

11 58. Plaintiff refers to the allegations of all preceding paragraphs and incorporates the same  
 12 herein by this reference as though set forth in full.

13 59. The conduct aforementioned herein constitutes unfair and/or fraudulent business  
 14 practices as set forth in Business and Professions Code § 17200 *et seq.*

15 60. As a proximate and direct result of Defendants' conduct, Plaintiff is entitled to restitution.  
 16 Additionally, an injunction should issue ordering Defendants to cease engaging in unfair and/or  
 17 deceptive business practices. Plaintiff should also be awarded reasonable attorney's fees and costs for  
 18 acting as a private attorney general in this case in that its efforts to curtail Defendants' conduct, which  
 19 amounts to unfair competition, will also benefit consumers and the public.

20 WHEREFORE, Plaintiff prays for Judgment as set forth below.

21 **SIXTH CAUSE OF ACTION**

22 **CONVERSION**

23 **(AGAINST ALL DEFENDANTS)**

24 61. Plaintiff refers to the allegations of all preceding paragraphs and incorporates the same  
 25 herein by this reference as though set forth in full.

26 62. At all times relevant herein Plaintiff had both an ownership right and a right to possess  
 27 the property (confidential company documents) that was and is superior to the right of Defendants.  
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1 Defendants have wrongfully taken, possessed, and/or disposed of plaintiff's property, including but not  
2 limited to its customer lists, and have converted that property to their own use.

3 63. As an actual and proximate result of Defendants' conversion of Plaintiff's property,  
4 Plaintiff has suffered damages and is entitled to the immediate return of its property.

5 WHEREFORE, Plaintiff prays for Judgment as set forth below.

6 **SEVENTH CAUSE OF ACTION**

7 **DEFAMATION: SLANDER**

8 **(AGAINST ALL DEFENDANTS)**

9 64. Plaintiff refers to the allegations of all preceding paragraphs and incorporates the same  
10 herein by this reference as though set forth in full.

11 65. Before Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison's departures from their  
12 employment with Diverse, they actively solicited and diverted Diverse's clients and funds to Function.  
13 They also made false, defamatory, and damaging statements to Diverse's clients, indicating that Diverse  
14 was going out of business. These statements were intentionally made to unlawfully steal clients away  
15 from Diverse for the benefit of Defendants.

16 66. After Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison's departures, Diverse  
17 received contact from various clients informing Diverse that these Defendants were unlawfully soliciting  
18 the agency's customers. The customers explained how they were solicited by the these Defendants to do  
19 business with them through Function. The customers also noted that these Defendants told them that  
20 Diverse was imminently closing its doors.

21 67. Further, following Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison's  
22 departures, Diverse also discovered that these Defendants had hacked into Diverse's computer system,  
23 changed the agency's contact information, and sent messages to clients instructing them to contact  
24 Defendant Ehab Durzi at the newly-diverted number.

25 68. Defendants contacted Plaintiff's clients while they were still employed by Plaintiff,  
26 informing them that Plaintiff was closing its business. Diverse was not and is not closing its business  
27 operations. After they left Diverse, Defendants again made false and slanderous statements to Diverse's  
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1 clients by hacking into Diverse's computer systems and sending out messages which indicated that all  
2 clients should contact Ehab Durza for continued representation.

3 69. These false statements were made in connection with Defendants' attempts to induce  
4 Plaintiff's clients into signing contracts with Function. The natural tendency of these statements was to  
5 lessen Plaintiff's profits, causing actual damage.

6 WHEREFORE, Plaintiff prays for Judgment as set forth below.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff requests judgment as follows:

9 1. For temporary and permanent injunctive relief, including a temporary restraining order  
10 and a preliminary injunction prohibiting Defendants from disclosing or using any of Plaintiff's private,  
11 confidential, or proprietary information;

12 2. For a writ of possession directing Defendants to surrender and return Plaintiff's private,  
13 confidential, and proprietary information;

14 3. For an order compelling Defendants Isam Durzi, Ehab Durzi, and Wendy Morrison  
15 arbitrate any and all claims disputes and controversies with Plaintiff, including Plaintiff's claims set  
16 forth above;

17 4. For compensatory damages, including, but not limited to, lost profits;

18 5. For reasonable attorney's fees and costs as provided by law;

19 6. For restitution;

20 7. For punitive and exemplary damages against Defendants according to proof;

21 8. For all further relief the court deems just and proper.

22 Respectfully submitted,

23 

24 Dated: August 12, 2011

25 David Reese  
FINE, BOGGS & PERKINS LLP

26 Attorneys for Plaintiff  
27  
28

FILED

CM-010

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

David Reese (Bar # 184882)
Fine, Boggs & Perkins LLP
330 Golden Shore, Suite 410
Long Beach, CA 90802
TELEPHONE NO.: (562) 366-0881 FAX NO.: (562) 490-8561
ATTORNEY FOR (Name): DIVERSE TALENT GROUP, INC., Plaintiff

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 90012
BRANCH NAME: Central District

CASE NAME: DIVERSE TALENT GROUP, INC. v. ISAM DURZI, et al.

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 23 2011

John A. Clarke, Executive Officer/Clerk
BY Mary Flores, Deputy

CASE NUMBER: BC 468265

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000)
Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

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

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

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
Uninsured motorist (46)

Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Product liability (24)
Medical malpractice (45)
Other PIP/DWD (23)

Non-PIP/DWD (Other) Tort

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

Employment

Wrongful termination (36)
Other employment (15)

Contract

Breach of contract/warranty (06)
Rule 3.740 collections (08)
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 [X] complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary, declaratory or injunctive relief c. [X] punitive

4. Number of causes of action (specify): SEVEN (7)

5. This case is [ ] is not [X] 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: August 12, 2011

David Reese

(TYPE OR PRINT NAME)

[Signature]

(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

|   |                                 |
|---|---------------------------------|
| SHORT TITLE:<br><b>DIVERSE TALENT GROUP, INC. v. ISAM DURZI, et al.</b> | CASE NUMBER<br><b>BC 468265</b> |
|---|---------------------------------|

**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)**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ol> |
|---|---|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

|  |   |   |                                      |
|--|---|---|--------------------------------------|
|  |   |   |                                      |
| <b>Auto Tort</b>   | 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.                           |
| <b>Other Personal Injury/Property Damage/Wrongful Death Tort</b> | Asbestos (04)   | <input type="checkbox"/> A6070 Asbestos Property Damage<br><input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death   | 2.<br>2.                             |
|  | Product Liability (24)                                    | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)  | 1., 2., 3., 4., 6.                   |
|  | 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)<br><input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)<br><input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress<br><input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4.<br>1., 4.<br>1., 3.<br>1., 4. |

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|  |             |
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| SHORT TITLE<br><b>DIVERSE TALENT GROUP, INC. v. ISAM DURZI, et al.</b> | CASE NUMBER |
|--|-------------|

Non-Personal Injury/ Property Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

| 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 (18) <input type="checkbox"/> A6013 Fraud (no contract)   | 1., 2., 3.   |
|   | Professional Negligence (25) <input type="checkbox"/> A6017 Legal Malpractice<br><input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)   | 1., 2., 3.<br>1., 2., 3.                           |
| Other (35) <input checked="" 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<br><input type="checkbox"/> A6109 Labor Commissioner Appeals   | 1., 2., 3.<br>10.                                  |
| Contract  | Breach of Contract/ Warranty (06) (not insurance) <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)<br><input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br><input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)<br><input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., 5.<br>1., 2., 5.<br>1., 2., 5.       |
|   | Collections (09) <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff<br><input type="checkbox"/> A6012 Other Promissory Note/Collections Case  | 2., 5., 6.<br>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<br><input type="checkbox"/> A6031 Tortious Interference<br><input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)  | 1., 2., 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8. |
|   | Eminent Domain/Inverse Condemnation (14) <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____   | 2.   |
| Real Property   | Wrongful Eviction (33) <input type="checkbox"/> A6023 Wrongful Eviction Case  | 2., 6.   |
|   | Other Real Property (28) <input type="checkbox"/> A6016 Mortgage Foreclosure<br><input type="checkbox"/> A6032 Quiet Title<br><input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure)   | 2., 6.<br>2., 6.<br>2., 6.                         |
|   | Unlawful Detainer-Commercial (31) <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)  | 2., 6.   |
| Unlawful Detainer   | Unlawful Detainer-Residential (32) <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)  | 2., 6.   |
|   | Unlawful Detainer-Post-Foreclosure (34) <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure  | 2., 6.   |
|   | Unlawful Detainer-Drugs (38) <input type="checkbox"/> A6022 Unlawful Detainer-Drugs   | 2., 6.   |

11/05/08

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|---|-------------|
| SHORT TITLE:<br><b>DIVERSE TALENT GROUP, INC. v. ISAM DURZI, et al.</b> | CASE NUMBER |
|---|-------------|

|   |   |   |  |  |
|---|---|---|--|--|
|   |   |   |  |  |
| <b>Judicial Review</b>                  | 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., 6.  |  |  |
|   | Writ of Mandate (02) <input type="checkbox"/> A6151 Writ - Administrative Mandamus<br><input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter<br><input type="checkbox"/> A6153 Writ - Other Limited Court Case Review  | 2., 8.<br>2.<br>2.  |  |  |
|   | Other Judicial Review (39) <input type="checkbox"/> A6150 Other Writ /Judicial Review   | 2., 8.  |  |  |
| <b>Provisionally Complex Litigation</b> | 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.  |  |  |
| <b>Enforcement of Judgment</b>          | Enforcement of Judgment (20) <input type="checkbox"/> A6141 Sister State Judgment<br><input type="checkbox"/> A6160 Abstract of Judgment<br><input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)<br><input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)<br><input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax<br><input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9.<br>2., 6.<br>2., 9.<br>2., 8.<br>2., 8.<br>2., 8., 9.  |  |  |
|   | RICO (27) <input type="checkbox"/> A6033 Racketeering (RICO) Case   | 1., 2., 8.  |  |  |
|   | <b>Miscellaneous Civil Complaints</b>   | Other Complaints (Not Specified Above) (42) <input type="checkbox"/> A6030 Declaratory Relief Only<br><input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)<br><input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)<br><input type="checkbox"/> A8000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8.<br>2., 8.<br>1., 2., 8.<br>1., 2., 8.   |  |
|   |   | Partnership Corporation Governance (21) <input type="checkbox"/> A6113 Partnership and Corporate Governance Case  | 2., 8.   |  |
|   |   | <b>Miscellaneous Civil Petitions</b>  | Other Petitions (Not Specified Above) (43) <input type="checkbox"/> A6121 Civil Harassment<br><input type="checkbox"/> A6123 Workplace Harassment<br><input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case<br><input type="checkbox"/> A6190 Election Contest<br><input type="checkbox"/> A6110 Petition for Change of Name<br><input type="checkbox"/> A6170 Petition for Relief from Late Claim Law<br><input type="checkbox"/> A6100 Other Civil Petition | 2., 3., 9.<br>2., 3., 9.<br>2., 3., 9.<br>2.<br>2., 7.<br>2., 3., 4., 6.<br>2., 9. |

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|---|-------------|
| SHORT TITLE:<br><b>DIVERSE TALENT GROUP, INC. v. ISAM DURZI, et al.</b> | CASE NUMBER |
|---|-------------|

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

|   |   |        |           |    |       |
|---|---|--------|-----------|----|-------|
| <b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.<br><br><input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. | ADDRESS:<br><br>9911 West Pico Blvd, Suite 350W   |        |           |    |       |
| city:<br>Los Angeles  | <table border="1"> <tr> <td>STATE:</td> <td>ZIP CODE:</td> </tr> <tr> <td>CA</td> <td>90035</td> </tr> </table> | STATE: | ZIP CODE: | CA | 90035 |
| STATE:  | ZIP CODE:   |        |           |    |       |
| CA  | 90035   |        |           |    |       |

**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: 8/12/2011

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

08/23/11