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8 Attorneys for Plaintiffs
9 DAVID MUSTAINE and MEGADETH, INC.

Case assigned to
Judge TETUPY
GREEN

FILED
LOS ANGELES SUPERIOR COURT

JUL 25 2005

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK
BY J. SUNGA, DEPUTY

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

D.14

12 DAVID MUSTAINE, an individual; and)
13 MEGADETH, INC., a California)
14 corporation;)
15 Plaintiffs,)
16 v.)
17 DAVID ELLEFSON, an individual; and)
18 DOES 1 through 10, inclusive,)
19 Defendants.)

CASE NO. BC337082

COMPLAINT FOR:

- 1. BREACH OF CONTRACT
- 2. VIOLATION OF COMMON LAW RIGHT OF PUBLICITY
- 3. DECLARATORY RELIEF

20 Plaintiffs DAVID MUSTAINE and MEGADETH, INC. (collectively "Plaintiffs") allege:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

THE PARTIES

21 1. Plaintiff David Mustaine ("Mustaine") is an individual and resident of the State of
22 California, and the founder, lead vocalist, lead guitarist, lead songwriter and owner of the musical
23 rock band *Megadeth*.. Mustaine owns the rights to the trademark MEGADETH.

24 2. Plaintiff Megadeth, Inc. ("Megadeth") is a corporation organized and existing under
25 the laws of the State of California. Megadeth is the corporate entity for the band *Megadeth*.
26 Plaintiffs

27 3. Defendant David Ellefson ("Ellefson") is a resident of the State of Arizona, and a
28 former bass guitar player of the band *Megadeth*.

ORIGINAL

1 word and mark 'Megadeth' shall apply. Among other things, and without limitation,
2 *Ellefsen shall not use, or authorize anyone else to use, the word or mark 'Megadeth'*
3 *to advertise, market or promote any person, band, company, organization, product*
4 *or service, without Megadeth's prior express written permission."* (Emphasis added.)

5 7. In violation of the clear and unambiguous terms contained in Section 2.4 of the
6 Settlement Agreement, quoted above, Ellefsen used and/or authorized others to use, the word and
7 mark "Megadeth" in a full-page, full-color print advertisement in the July 2005 issue of *Bass Player*
8 magazine, among other publications (the "Advertisement") to advertise and promote a company
9 called Peterson Electro-Musical Products, Inc., and its product, a "StroboStomp" pedal tuner for bass
10 guitars. The Advertisement also promotes and advertises Ellefsen personally. The Advertisement
11 features, among other things, a large picture of Ellefsen holding a large Peterson StroboStomp pedal
12 turner in his hand. Next to Ellefsen's face is the text:

13 " 'An essential tool in the arsenal . . .'
14 - David Ellefsen
F5, Soulfly, *Megadeth*" (Emphasis added)

15 The Advertisement also contains numerous references to Peterson's company, its trade names,
16 marks, logos and Internet websites.

17 8. Neither Ellefsen, nor Peterson, requested or received Plaintiffs' permission to use the
18 word or mark "Megadeth" in the Advertisement, or otherwise to advertise, promote or market
19 Peterson's company, its products, or Ellefsen personally.

20 FIRST CAUSE OF ACTION

21 **(Breach of Contract Against Ellefsen)**

22 9. Plaintiffs repeat, reallege and incorporate by reference each and every allegation
23 contained in Paragraphs 1 through 8 inclusive, as though fully set forth herein.

24 10. Plaintiffs have performed their obligations under the Settlement Agreement except
25 to the extent that such obligations were excused, waived or prevented by Ellefsen.

26 11. Ellefsen breached his obligations under the Settlement Agreement, and specifically
27 under Section 2.4 of the Settlement Agreement, by using and/or authorizing Peterson to use, the
28

1 word and mark "Megadeth" in the Advertisement to advertise and promote Peterson's company, its
2 StoboStomp product, and Ellefson personally.

3 12. By reason of Ellefson's breach of the Settlement Agreement, Plaintiffs have been
4 damaged in an amount to be determined at trial. When Plaintiffs have ascertained the full
5 amount of their damages, they will seek leave of Court to amend this Complaint accordingly.

6 **SECOND CAUSE OF ACTION**

7 **(Breach of Contract Against Ellefson)**

8 13. Plaintiffs repeat, reallege and incorporate by reference each and every allegation
9 contained in Paragraphs 1 through 8 inclusive, as though fully set forth herein.

10 14. Plaintiffs have performed their obligations under the Settlement Agreement except
11 to the extent that such obligations were excused, waived or prevented by Ellefson.

12 15. Ellefson breached his obligations under the Settlement Agreement, and specifically
13 under Section 2.4 of the Settlement Agreement, by making repeated use of the word and mark
14 "Megadeth" in interviews with members of the news media, for the purpose of promoting himself
15 and his current band, *F5*. Notwithstanding Plaintiffs' repeated requests that Ellefson cease and desist
16 from such conduct, which is in violation of Section 2.4 of the Settlement Agreement, Ellefson has
17 failed and refused to do so.

18 16. By reason of Ellefson's breach of the Settlement Agreement, as described herein,
19 Plaintiffs have been damaged in an amount to be determined at trial. When Plaintiffs have
20 ascertained the full amount of their damages, they will seek leave of Court to amend this Complaint
21 accordingly.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of Common Law Right of Publicity Against All Defendants)**

24 17. Plaintiffs repeat, reallege and incorporate by reference each and every allegation
25 contained in Paragraphs 1 through 8, 10, 11, 14 and 15, inclusive, as though fully set forth herein.

26 18. *Megadeth*, the band, was founded in 1983 and for decades has been an extremely
27 popular and internationally successful rock band. Since 1983, *Megadeth* has released some eighteen
28 (18) record albums worldwide. In late 2004, *Megadeth* released its latest studio album, *The System*

1 *Has Failed*, and since that time has toured throughout the United States, Europe and other territories
2 of the world to promote the album. In June 2005, *Megadeth* released *Back to the Start*, a greatest
3 hits album.

4 19. Through Plaintiffs' hard work and the use of their talent in the entertainment field,
5 the "Megadeth" name has become, and is, very valuable worldwide and is invested with substantial
6 goodwill in the eyes of the public. Accordingly, Plaintiffs has a valuable right of publicity in the
7 name "Megadeth," a property right with substantial commercial value.

8 20. Plaintiffs did not give permission to Ellefson, Peterson, or anyone else, to use the
9 "Megadeth" name in the Advertisement, or to promote Peterson's company, its StrobeStomp
10 product, Ellefson personally, or otherwise.

11 21. Defendants' wrongful acts, as alleged hereinabove, constitutes a violation and
12 misappropriation of Plaintiffs' common law right of publicity in that Defendants misappropriated
13 the "Megadeth" name for a commercial purpose, to advertise and promote Peterson's company, its
14 StrobeStomp product, and Ellefson personally, without Plaintiffs' prior express permission.

15 22. As a direct and proximate result of the aforesaid wrongful acts of Defendants,
16 Plaintiffs have been damaged in an amount that is not yet fully ascertainable. When Plaintiffs have
17 ascertained the full amount of their damages, they will seek leave of Court to amend this Complaint
18 accordingly.

19 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
20 each of them, in doing the things herein alleged, acted willfully, maliciously, oppressively and
21 despicably, and with full knowledge of the adverse effect of their actions on Plaintiffs and with
22 willful and deliberate disregard for the consequences to Plaintiffs. By reason thereof, Plaintiffs are
23 entitled to recover punitive and exemplary damages from Defendants in an amount sufficient to
24 punish Defendants for their wrongful conduct, set an example and deter future like conduct.

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27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **(Declaratory Relief Against Ellefson)**

3 24. Plaintiffs repeat, reallege and incorporate by reference each and every allegation
4 contained in Paragraphs 1 through 8, 10, 11, 14, 15, and 18 through 21, inclusive, as though fully
5 set forth herein.

6 25. Plaintiffs seek a declaration of the respective rights and duties of Plaintiffs and
7 Ellefson pursuant to Section 2.4 of the Settlement Agreement.

8 26. Plaintiffs contends that Section 2.4 of the Settlement Agreement permits Ellefson to
9 mention only one time in Ellefson's personal biography or resume, and only one time in any single
10 interview, that Ellefson is the "former bassist of Megadeth." Plaintiffs contend that Ellefson may
11 not otherwise use the word "Megadeth" in any way for any commercial purpose, pursuant to the
12 express terms of Section 2.4 of the Settlement Agreement.

13 27. Plaintiffs are informed and believe and based thereon allege that Ellefson disputes
14 Plaintiffs' contentions discussed in the immediately preceding paragraph.

15 28. Therefore, an actual controversy presently exists between the parties relating to the
16 parties' respective legal rights and duties pursuant to Section 2.4 of the Settlement Agreement.
17 Accordingly, Plaintiffs seek a judicial declaration that Ellefson may not use of the word or mark
18 "Megadeth" in any way for any commercial purpose, with the sole exception that Ellefson may
19 mention only one time in Ellefson's personal biography or resume, and only one time in any single
20 interview, that Ellefson is the "former bassist of Megadeth."

21
22 **PRAYER**

23 **WHEREFORE**, Plaintiffs prays for judgement against Defendants as follows:

24 **AS TO THE FIRST CAUSE OF ACTION**

25 1. For compensatory damages against Ellefson in an amount to be determined at the
26 time of trial, together with interest thereon at the legal rate;

27 2. For an award against Ellefson of Plaintiffs' reasonable attorneys' fees pursuant to
28 Paragraphs 4.5 of the Settlement Agreement;

1 **AS TO THE SECOND CAUSE OF ACTION**

2 3. For compensatory damages against Ellefson in an amount to be determined at the
3 time of trial, together with interest thereon at the legal rate;

4 4. For an award against Ellefson of Plaintiffs' reasonable attorneys' fees pursuant to
5 Paragraphs 4.5 of the Settlement Agreement;

6 **AS TO THE THIRD CAUSE OF ACTION**

7 5. For compensatory damages against Defendants, jointly and severally, in an amount
8 to be determined at the time of trial, together with interest thereon at the legal rate;

9 6. For punitive and exemplary damages against Defendants;

10 **AS TO THE FOURTH CAUSE OF ACTION**

11 7. For a judicial determination and declaration that Ellefson may not use of the word or
12 mark "Megadeth" in any way for any commercial purpose, with the sole exception that Ellefson may
13 mention only one time in Ellefson's personal biography or resume, and only one time in any single
14 interview, that Ellefson is the "former bassist of Megadeth."

15 **AS TO ALL CAUSES OF ACTION**

16 8. For costs of suit; and

17 9. For such other and further relief as the Court may deem just and proper.

18

19 Date: July 22, 2005

MARTIN D. SINGER
CHARLES J. HARDER
LAVELY & SINGER
PROFESSIONAL CORPORATION

21

22

By: 

23

CHARLES J. HARDER
Attorneys for Plaintiffs DAVID MUSTAINE and
MEGADETH, INC.

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FOR COURT USE ONLY

FILED

LOS ANGELES SUPERIOR COURT

JUL 25 2005

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

BY J. SUNGA, DEPUTY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, bar number, and address)
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ATTORNEY FOR (Name) DAVID MUSTAINE and MEGADETH, INC.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS:

MAILING ADDRESS: 111 N. Hill Street

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: CENTRAL DISTRICT

CASE NAME: MUSTAINE, et al. v. ELLEFSON

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 1811)

CASE NUMBER: **BC337082**

JUDGE:
DEPT.:

All five (5) items below must be completed (see instructions on page 2).

ORIGINAL

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)
 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 1800-1812)

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 1800 of the California Rules of Court. If 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 post-judgment judicial supervision

3. Type of remedies sought (check all that apply):

- a. monetary
- b. nonmonetary; declaratory or injunctive relief
- c. punitive

4. Number of causes of action (specify): **FOUR (4)**

5. This case is is not a class action suit.

Date: July 25, 2005

CHARLES J. HARDER, ESQ.
(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, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) 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 1800 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 complex case, this cover sheet shall be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers

If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must check **all five** items on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. You do not need to submit a cover sheet with amended papers. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 201.8(c) and 227 of the California Rules of Court.

To Parties in Complex Cases

In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 1800 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

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

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

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential.*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rule 1800-1812)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Toxic Tort/Environmental (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Tax
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
 - Other Civil Petition

**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 2 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)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	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 type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

**CIVIL CASE COVER SHEET APPENDIX
AND STATEMENT OF LOCATION**

SHORT TITLE: MUSTAINE, et al. v. ELLEFSON		CASE NUMBER	
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Professional Negligence (25)	A6017 Legal Malpractice	1.2.3.	1.2.3.
Other (35)	A6025 Other Non-Personal Injury/Property Damage tort	2.3.	
Wrongful Termination (36)	A6037 Wrongful Termination	1.2.3.	1.2.3.
Other Employment (15)	A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	1.2.3.	10.
Breach of Contract/Warranty (06) (not insurance)	A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2.5. 2.5. 1.2.5. 1.2.5.	2.5. 2.5. 1.2.5. 1.2.5.
Collections (09)	A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case	2.5.6.	2.5.
Insurance Coverage (18)	A6015 Insurance Coverage (not complex)	1.2.5.8.	
Other Contract (37)	A6009 Contractual Fraud A6031 Tortious Interference A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1.2.3.5. 1.2.3.5. 1.2.3.8.	1.2.3.5. 1.2.3.5. 1.2.3.8.
Eminent Domain/Inverse Condemnation (14)	A7300 Eminent Domain/Condemnation Number of parcels _____	2.	
Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2.6.	
Other Real Property (26)	A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2.6. 2.6. 2.6.	2.6. 2.6. 2.6.
Unlawful Detainer - Commercial (31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2.6.	
Unlawful Detainer - Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2.6.	
Unlawful Detainer - Drugs (38)	A6022 Unlawful Detainer-Drugs	2.6.	
Asset Forfeiture (05)	A6108 Asset Forfeiture Case	2.6.	
Petition re Arbitration (11)	A6115 Petition to Compel/Confirm/Vacate Arbitration	2.5.	

Judicial Review Unlawful Detainer Real Property Contract Employment Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	Other Judicial Review (39)	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
		<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
	Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment
<input type="checkbox"/> A6160 Abstract of Judgment			2., 6.
<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)			2., 9.
<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)			2., 8.
<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax			2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case			2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

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 JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 _____ (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), 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.

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

CHARLES J. HARDER
(SIGNATURE OF ATTORNEY/FILING PARTY)



Dated: July 25, 2005

(Code of Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

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 _____ CIVIL courthouse in the _____ District of the Los Angeles Superior Court

REASON - CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE	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. <input type="checkbox"/>	CITY: Encino	STATE: CA	ZIP CODE: 91436
	ADDRESS: 16830 Ventura Boulevard Suite 501			

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.

SHORT TITLE: MUSTAINE, et al. v. ELLEFSON	CASE NUMBER
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