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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

19 KATHRYN VALENTINE,
20 Plaintiff,
21 v.
22 BELINDA CARLISLE; JANE WIEDLIN;
23 CHARLOTTE CAFFEY; REGINA
24 SCHOCK; GOGOCO CORP., a California
25 corporation; and DOES 1 through 100,
26 inclusive,
27 Defendants.

Case No. **BC510027**
COMPLAINT FOR: (1) BREACH OF
FIDUCIARY DUTY AND CONSTRUCTIVE
TRUST; (2) BREACH OF CONTRACT;
(3) BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND FAIR
DEALING; AND (4) TORTIOUS
INTERFERENCE WITH CONTRACTUAL
RELATIONS
JURY TRIAL DEMANDED

CIT/CAUSE: BC510027
LEA/DEF#:
RECEIPT #: CCH195707108
DATE PAID: 05/24/13 04:13 PM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
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1 COMPLAINT

2 Plaintiff KATHY VALENTINE ("Valentine" or "Plaintiff") alleges against Defendants
3 BELINDA CARLISLE ("Carlisle"), JANE WIEDLIN ("Wiedlin"), CHARLOTTE CAFFEY
4 ("Caffey"), REGINA SCHOCK ("Schock"), GOGOCO CORP. ("GOGOCO"), and Does 1 through
5 100, inclusive, and each of them, as follows:

6 **GENERAL ALLEGATIONS**

7 1. This case is about the breach of fiduciary duty and abuse of control engineered by
8 four of the five members of the internationally prominent, all-female rock-and-roll band, the Go-
9 Go's, in an attempt to deprive the fifth member – Plaintiff Kathryn Valentine – of her position and
10 interest in the group, including her right to receive her full one-fifth, 20% share of the benefits and
11 revenues generated by the group's substantial reputation, fame and goodwill. Defendants' attempt
12 to sidestep Plaintiff Valentine's clear contractual and legal rights in order to squeeze her out and
13 inflate their shares of the group's revenues violates the group's operative agreements, its
14 longstanding custom and practice, and the well-established legal rules governing the treatment of
15 minority shareholders. To effectuate their scheme, Defendants created a new entity, Defendant
16 GoGoCo Corp. ("GOGOCO"), that excludes Plaintiff, and then, over Plaintiff's objections, they
17 improperly exercised their majority control of the band's existing designated business entity,
18 Ladyhead LLC, and purported to license the band's name, brand and trademark to GOGOCO in
19 order to dilute Plaintiff's share of the band's revenues. If Defendants' scheme is allowed to
20 succeed, Plaintiff's full 20% share would be drastically reduced to a *de minimis* 2% "stipend."
21 Because Defendants' scheme to unilaterally dilute Plaintiff's share of the group's revenues by 90%
22 clearly violates the group's governing agreements and California law, and constitutes a breach of
23 Defendants' fiduciary duties to Plaintiff, it is illegal and must fail.

24 2. For more than 30 years, Plaintiff has been a member of the Go-Go's, one of the most
25 successful all-female bands in rock-and-roll history. As bassist and one of the group's principal
26 songwriters, Plaintiff has made essential and valuable contributions to the band, resulting in
27 substantial economic benefits and goodwill associated with the group and its valuable name, brand
28 and trademark. Among other things, Plaintiff played bass guitar and wrote songs on all of the Go-

1 Go's albums – including *Beauty and the Beat* (1981), *Vacation* (1982), *Talk Show* (1984), *Return to*
2 *the Valley of the Go-Go's* (1994), and *God Bless The Go-Go's* (2001) – and was featured as the
3 band's bassist in VH-1's special *Behind the Music: The Go-Go's* (2000) and its DVD *Live In*
4 *Central Park* (2001). Plaintiff also wrote or co-wrote many of the Go-Go's most successful hit
5 records, including the songs "Vacation," "Head Over Heels," and "The Whole World Lost Its
6 Head," among many others.

7 3. Along with Defendants Carlisle, Wiedlin, Caffey and Schock, Plaintiff Valentine is a
8 one-fifth member of Ladyhead LLC, which owns the name and trademark "Go-Go's" and is the
9 official entity designated by the group for conducting the group's business and receiving any
10 revenues received by the group other than touring revenues. Plaintiff is also a one-fifth
11 shareholder, as well as a director and officer, of Smith-Pocket Industries, Inc. ("Smith-Pocket"),
12 which is the exclusive entity created for purposes of any touring and live performances by the Go-
13 Go's. Plaintiff Valentine's one-fifth membership and equity rights in both Ladyhead and Smith-
14 Pocket reflect and confirm her legal and contractual rights to ownership of the band's name, as well
15 as her legal and contractual rights to receive one-fifth of any and all profits, compensation and any
16 other financial benefits from any public performances, appearances, merchandise sales and other
17 exploitation of the Go-Go's name, in equal proportion to that received by Defendants Carlisle,
18 Wiedlin, Caffey, and Schock.

19 4. Plaintiff Valentine is informed and believes, and thereon alleges, that Defendants
20 have engaged in an illegal scheme to deprive Plaintiff of her valuable rights in and to the Go-Go's
21 name, her one-fifth equity interests in Ladyhead and/or Smith-Pocket, and her legal rights to receive
22 one-fifth of any and all monies made by virtue of the Go-Go's live performances and merchandise
23 sales, and any other exploitation of the Go-Go's name, brand, trademark and goodwill, which
24 Plaintiff helped build over the last thirty-two years through her songwriting, recording, touring and
25 numerous other promotional efforts.

26 5. Specifically, Defendants concocted and executed a scheme by which they purported
27 to exercise their majority and controlling interests in Ladyhead and/or Smith-Pocket in an illegal,
28 unfair and oppressive manner, to the detriment of Plaintiff as minority shareholder, in order to

1 "squeeze out" and "freeze out" Plaintiff from the band's upcoming 2013 tour, as well as any other
2 Go-Go's performances, broadcasts and appearances. Pursuant to this scheme, Defendants also seek
3 to deprive Plaintiff of her lawful entitlement to, and/or to dilute, her one-fifth equity share in any
4 profits, proceeds, and monies from performances, touring, merchandise sales, sponsorships,
5 endorsements and any other exploitation of the Go-Go's name, brand, trademark, and goodwill. To
6 effectuate this illegal scheme, on information and belief, Defendants Carlisle, Wiedlin, Caffey and
7 Schock created a new entity, "GoGoCo Corp.," which is composed of the other four band members
8 but excludes Valentine. Then, working in concert with the new manager for Ladyhead LLC and
9 certain lawyers who participated in the conduct (and who are witnesses), these Defendants
10 exercised their majority shareholder power to improperly cause Ladyhead LLC, over Valentine's
11 objection, to license the band's valuable name, trademark and goodwill to their newly created
12 entity. Defendants' scheme, which if successful would shrink Plaintiff's share of the group's
13 revenues purportedly falling within this "license" from 20% to 2%, is a textbook example of breach
14 of fiduciary duty and abuse of control, and is illegal under California law and impermissible under
15 the group's governing corporate agreements.

16 6. As alleged further below, Defendants' wrongful conduct violates Plaintiff's
17 contractual, statutory and common law rights in numerous respects. As an actual and proximate
18 result of Defendants' wrongful conduct and breaches of duty, Plaintiff has suffered and will suffer
19 injury and damages in an amount to be proven at trial, but which on information and belief is
20 substantially in excess of one-million dollars (\$1,000,000). Plaintiff seeks recovery of these
21 damages, imposition of a constructive trust, and declaratory and injunctive relief from and against
22 Defendants and all those acting in concert with them.

23 **PARTIES**

24 7. At all relevant times, Plaintiff Kathryn Valentine has been residing in either Los
25 Angeles, California or Austin, Texas. Plaintiff Valentine presently resides in Austin, Texas.

26 8. Plaintiff is informed and believes that, at all relevant times, Defendant Belinda
27 Carlisle has been residing in either France or Los Angeles, California, and that Carlisle presently
28 resides in Los Angeles, California.

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1 9. Plaintiff is informed and believes that, at all relevant times, Defendant Jane Wiedlin
2 has been residing in either Los Angeles, California or San Francisco, California.

3 10. Plaintiff is informed and believes that, at all relevant times, Defendant Charlotte
4 Caffey has been residing in Los Angeles, California.

5 11. Plaintiff is informed and believes that, at all relevant times, Defendant Regina
6 Schock has been residing in San Francisco, California.

7 12. Plaintiff is informed and believes that Defendant GOGOCO is an entity created by
8 Defendants Carlisle, Wiedlin, Caffey and Schock and certain lawyers to use as a vehicle to
9 "squeeze out" or "freeze out" Plaintiff and deprive her of her valuable legal, proprietary, economic,
10 contractual and equitable rights in and to the Go-Go's, including without limitation any monies
11 earned from performances, appearances, tours (including the Go-Go's upcoming 2013 tour),
12 broadcasts, telecasts, webcasts, merchandise sales, sponsorships, endorsements, appearance fees,
13 ticket sales and other exploitation of the Go-Go's name, brand, and trademark. On information and
14 belief, Defendant GOGOCO is a California corporation, with its principal place of business in
15 California, and is composed exclusively of Defendants Carlisle, Wiedlin, Caffey and Schock, to the
16 exclusion of Plaintiff.

17 13. Plaintiff does not know the true names of Defendants DOES 1 through 100,
18 inclusive, and therefore sues them by those fictitious names. Plaintiff is informed and believes and
19 thereon alleges that each of these Doe Defendants was in some manner responsible for the events
20 and happenings alleged in this Complaint and for Plaintiff's injuries and damages.

21 14. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
22 of the Defendants was the agent and/or participant with each of the remaining Defendants in acting
23 or omitting to act as alleged and was acting or omitting to act within the scope of such agency
24 and/or participation with the knowledge, permission, consent and/or approval of all Defendants, and
25 each of them.

26 15. Plaintiff is informed and believes that, at all relevant times, Ladyhead LLC has been
27 and is a limited liability company duly organized and existing under the laws of the State of
28 California, with its principal place of business in Los Angeles, California.

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1 16. Plaintiff is informed and believes that, at all relevant times, Smith-Pocket has been
2 and is a corporation duly organized and existing under the laws of the State of California, with its
3 principal place of business in Los Angeles, California.

4 **JURISDICTION & VENUE**

5 17. This Court has general jurisdiction over this entire action pursuant to California
6 Code of Civil Procedure section 410.10, and also has personal jurisdiction over all of the
7 Defendants in that they all have the requisite minimum contacts with this jurisdiction and the acts
8 challenged were performed within this jurisdiction. The amount in controversy exceeds the
9 \$25,000 minimum to qualify this action for unlimited jurisdiction within the California Superior
10 Court. Venue is proper in this judicial district, pursuant to California Code of Civil
11 Procedure sections 395(a) and 395.5, in that Defendants either reside, maintain an office, transact
12 business, have an agent, committed their alleged acts challenged here, or otherwise are found in the
13 County of Los Angeles.

14 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 A. For More Than 30 Years Plaintiff Valentine Has Been A Full Member of The Go-Go's,
16 Making Critical Contributions To The Goodwill Associated With One Of Rock-And-Roll's
Most Successful All-Female Bands.

17 18. The Go-Go's are widely regarded as among the most successful all-female bands in
18 rock-and-roll history, with albums and singles that have topped the charts.

19 19. Plaintiff Valentine has been a full member of the band since January 1981, and was
20 asked to join the group before it was signed to a major record label. As Defendant Carlisle recently
21 wrote in her 2010 memoir, *Lips Unsealed*, "with Kathy on board, we were a unified group."

22 20. Since joining the band in 1981, before it achieved its national and world-wide
23 success and before its hit record albums were recorded and released, Plaintiff Valentine has at all
24 times been a co-equal and full equity owner and member of the Go-Go's, with all monies, earnings,
25 profits, licenses, debts, and obligations divided equally among the five members, with the exception
26 of songwriting and song publishing income, which was and remains retained by the individual
27 songwriters in accordance with their individual legal rights.

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1 21. Plaintiff Valentine has made substantial and material contributions to the Go-Go's
2 success and the establishment of the valuable goodwill and popularity associated with the group.
3 Plaintiff Valentine has, *inter alia*, toured extensively with the band across the United States and all
4 over the world; played bass and written songs on all of the Go-Go's records; appeared and
5 performed in the band's music videos and other video-recorded live performances; and personally
6 devoted extensive time and effort to contributing to the success of the Go-Go's over the past thirty-
7 two years, and the current value of the rights and interests which Defendants are now attempting to
8 take from her. Among many other things, Plaintiff made critical and essential contributions to the
9 Go-Go's first album, *Beauty and the Beat*, playing bass on all songs and contributing the original
10 composition, "Can't Stop the World," to the album. In March 1981, the album went to number one
11 on the Billboard music charts, earning the Go-Go's a place in music history as the first number one
12 record by an all-female rock-and-roll band writing their own songs and playing their own
13 instruments. This debut album of the Go-Go's has been hailed by many authorities, including
14 *Rolling Stone* magazine, as one of the top 500 rock records of all time and as a groundbreaking
15 achievement. During 1981 and 1982, Plaintiff appeared in all music videos from the album, toured
16 extensively, recorded the live concert video entitled *Totally Go-Go's*, actively engaged in all other
17 promotional efforts, and made other critical contributions to create and build the goodwill and value
18 associated with the Go-Go's name.

19 22. Plaintiff Valentine also made critical and essential contributions to the Go-Go's
20 second hit record, *Vacation*, including providing the title track and first single, "Vacation," which
21 was a revision of a song previously written, recorded and released with Plaintiff's earlier band, the
22 Textones. The Go-Go's version of her song, "Vacation," reached number 9 on Billboard singles
23 charts, and provided the inspiration for all artwork and video for the album release. Plaintiff
24 Valentine wrote or co-wrote three other songs on the *Vacation* album, appeared in all three music
25 videos and toured throughout the year to build the goodwill and value of the Go-Go's name.

26 23. In late 1983, the Go-Go's recorded the band's third album for IRS Records, entitled
27 *Talk Show*. Plaintiff Valentine contributed on the writing of six songs, including the hit single
28 "Head Over Heels," and went beyond her duties as bassist, adding lead guitar on four tracks. The

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1 Go-Go's filmed another live concert video, *Wild At The Greek*, recorded three music videos, and
2 toured extensively in support of the *Talk Show* album, until the band initially broke up in May of
3 1985.

4 24. When the Go-Go's reunited beginning in or about 1990, Plaintiff Valentine
5 continued to be a full member and equity owner. The Go-Go's first reunited in 1990 to record a
6 song to add to a "hits" compilation CD, *Go-Go's Greatest*, and film a promotion video. The Go-
7 Go's recorded again in 1994 to add three new songs for a "retrospective" CD set. Plaintiff
8 Valentine co-wrote "The Whole World Lost Its Head," which became the highest charting single
9 the band ever had in Great Britain. In or about this time, the Go-Go's established what became the
10 group's customary practice and policy that, in the event that any of the five members could not
11 perform at a show or on tour due to that member's personal reasons or situation, that member
12 would still receive her one-fifth, 20% share of any and all monies generated and earned by the
13 group during those performances, while paying a substitute performer out of her pocket. Here,
14 because Defendants have *prevented* Plaintiff from performing with the group, while Plaintiff
15 remains legally and contractually entitled to her one-fifth, 20% share of the group's proceeds, the
16 cost of the substitute performer should now be paid only by Defendants whose actions have
17 necessitated the additional and unnecessary expense.

18 25. In 2000, the Go-Go's released another greatest hits record in conjunction with a
19 VH1 music special *Behind The Music*, and in 2001, the Go-Go's signed a new record deal with
20 Beyond Records. Thereafter, the Go-Go's recorded and released the band's fourth studio album,
21 which was entitled *God Bless The Go-Go's*. Plaintiff Valentine contributed six co-written songs,
22 appeared in the music video for the album's only single, and also performed in the live concert
23 DVD entitled *Live in Central Park*. At all times, working together or on hiatus, Plaintiff Valentine
24 remained a full and co-equal member of the Go-Go's. Plaintiff Valentine's involvement and
25 contributions in fact increased with each year that the Go-Go's performed together. Plaintiff has
26 performed live with the Go-Go's on tours, at corporate events and other occasions, and participated
27 in all public exploitations of the Go-Go's name, brand, trademark and goodwill. Recently, Plaintiff
28 worked with Defendant Wiedlin on the Go-Go's merchandise line for several months in 2012,

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1 bringing in a personal contact for the artwork and helping to negotiate the fee. In recent years, the
2 Go-Go's touring income has been the principal, if not sole, means and avenue for earnings and
3 compensation, just as with other comparable acts. This continuing income stream is the result of
4 the decades of effort that Plaintiff and the other members of the band have devoted to building the
5 Go-Go's collective reputation, fame and fan base.

6 26. In all instances over the past 30 years, Plaintiff Valentine has worked towards and
7 contributed to the goodwill associated with the Go-Go's valuable name, brand, and trademark.
8 Plaintiff has, at all times, performed her duties and obligations in good faith, and has never missed a
9 performance while on tour or otherwise acted to the detriment of the Go-Go's. She has participated
10 fully in any and all endeavors, whether realized or not, including, without limitation, proposed
11 television series, movie scripts, production opportunities, new songs, soundtrack recordings, and
12 television commercials with new and original material (including, for example, the Go-Go's song
13 for the Jello commercial, "Wiggle Room").

14 27. Plaintiff Valentine played the bass parts on every song on every Go-Go's album
15 released since she joined the band in 1981, and also at times played guitar. Plaintiff is widely
16 regarded as among the best musicians in the Go-Go's, and prior to Defendants' scheme to deprive
17 her of her rights, as alleged here, the other members of the Go-Go's openly acknowledged
18 Plaintiff's talents and skills as a musician, bassist, guitarist, songwriter, and performer. For
19 instance, in her memoir *Lips Unsealed*, Defendant Carlisle wrote: "Kathy, a superior musician, was
20 the band's most honest-to-goodness rock and roller."

21 B. Plaintiff Valentine's One-Fifth Equity Interest In The Go-Go's Name And Goodwill
22 Matches Her One-Fifth Equity Interest In The Companies Established To Conduct And
Benefit From All Go-Go's Activities.

23 28. Since 1981, Plaintiff Valentine has been a full band member, one-fifth equity holder,
24 and one-fifth owner of the name "the Go-Go's," pursuant to oral agreements and subsequently
25 memorialized written agreements. At all times, Plaintiff Valentine has had a clear and unequivocal
26 right to receive her proportional 20% equity share of proceeds, profits and income from any public
27 performance of the Go-Go's, merchandise sales, sponsorships and any other exploitation of the Go-
28 Go's name, brand, trademark, and/or goodwill, and, in fact, the parties' consistent conduct over the

1 past 30-plus years until the instant dispute confirms that the parties conclusively acted in full
2 accordance with Plaintiffs' rights and entitlements.

3 29. Starting in or about 1999, the Go-Go's business has been undertaken and performed
4 using two California companies governed by California law – *i.e.*, Ladyhead LLC and Smith-
5 Pocket.

6 30. The name, trademark, and brand the "Go-Go's" is owned by Ladyhead LLC, of
7 which Plaintiff Valentine is a one-fifth equity member and shareholder legally entitled to share in,
8 and receive 20% of, any and all exploitation of the "Go-Go's" name, brand, trademark and
9 goodwill.

10 31. Smith-Pocket is the separate entity created with respect to the touring and public
11 performance operations of the Go-Go's business dealings. As with Ladyhead LLC, Plaintiff
12 Valentine is a one-fifth equity member and shareholder in Smith-Pocket legally entitled to share in,
13 and receive twenty percent (20%) of, any and all profits, monies, remuneration, or other funds
14 earned or otherwise received with respect to any public performances by and under the Go-Go's
15 name.

16 32. Pursuant to the Smith-Pocket Articles of Incorporation and By-Laws, and its duly
17 authorized corporate activities, Plaintiff Valentine is one of the five members of the board of
18 directors, and an officer of the corporation, serving as its Secretary. Defendants Carlisle, Wiedlin,
19 Caffey, and Schock are the other four members of the board of directors, and each also holds officer
20 positions of the corporation – with Wiedlin serving as the Chief Executive Officer (President),
21 Carlisle and Caffey serving as Vice Presidents, and Schock serving as Chief Financial Officer
22 (Treasurer). In or about 1999, a total of five thousand (5,000) equity shares in Smith-Pocket were
23 issued, with one thousand (1,000) shares received each by Plaintiff Valentine and Defendants
24 Carlisle, Wiedlin, Caffey, and Schock. As such, each of these five individuals identically obtained
25 a one-fifth, 20%, equity share in Smith-Pocket.

26 33. Ladyhead LLC is a California limited liability company that operates and conducts
27 Go-Go's business pursuant to an Operating Agreement, executed by Plaintiff Valentine and
28 Defendants Carlisle, Wiedlin, Caffey, and Schock, and dated as of April 10, 2006 ("Ladyhead

1 Agreement"). The parties to the Ladyhead Agreement are Plaintiff Valentine along with
2 Defendants Carlisle, Wiedlin, Caffey, and Schock, as well as the group's former accountant, Paul
3 Glass, listed as "Manager" of the LLC, who recently was replaced by accountant Gerri Leonard.
4 As the Ladyhead Agreement states, there are five equity members of Ladyhead LLC, "Charlotte
5 Caffey, Belinda Carlisle, Regina Schock, Kathryn Valentine and Jane Wiedlin," each of who has
6 and owns a one-fifth equity share. In its "Schedule 1," the Ladyhead Agreement expressly sets
7 forth the equity ownership interests of each of the five members, as follows:

8	Charlotte Caffey . . .	20%
9	Belinda Carlisle . . .	20%
10	Regina Schock . . .	20%
11	Kathryn Valentine . . .	20%
12	Jane Wiedlin . . .	20%

13 The Ladyhead Agreement further states that each of these 5 members is an "Interest Holder," and
14 then goes on to provide: (1) "Cash Flow for each taxable year of the Company shall be distributed
15 to the Interest Holders in proportion to their Percentages" no less than quarterly; and (2) "Profit and
16 Loss shall be allocated to the Interest Holders in proportion to their Percentages."

17 34. With the sole exception of the touring revenues, Ladyhead LLC is designated as the
18 sole and exclusive vehicle for collecting and distributing any and all revenues earned by the Go-
19 Go's, and all such revenues are to be divided equally among the five band members, including
20 Plaintiff. As the Ladyhead Agreement provides, "[t]he Company is organized as *the business entity*
21 for the musical recording and performance group 'Go-Go's' (the 'Group')," and "[t]he Company
22 will receive *all revenues* earned by the Group other than its touring revenues, which are earned by
23 Smith-Pocket Industries, Inc., a California corporation wholly-owned by the Members."

24 (Emphases added.) Toward that end, Ladyhead LLC holds the trademark in the name "Go-Go's."

25 35. Pursuant to the Ladyhead Agreement, as well as her one-fifth equity interest in
26 Smith-Pocket, Plaintiff Valentine has a clear and unequivocal contractual and legal right to receive
27 her one-fifth share of any and all cash proceeds and profits derived from any exploitation of the Go-
28 Go's name, brand, trademark and goodwill, including without limitation any monies made from any

1 public performances under the Go-Go's name, other appearances, broadcasts, telecasts, webcasts,
2 merchandise sales, sponsorships, promotions and any other exploitation of the Go-Go's name,
3 brand, trademark, and goodwill, regardless of whether Plaintiff Valentine actually participates in
4 any given transaction or public performance in which the Go-Go's name, brand, trademark, and
5 goodwill are exploited for financial gain. Indeed, this is consistent with the parties' prior conduct,
6 actions, activities, and extensive course of dealings over the past decades, including without
7 limitation since the Go-Go's reformed after their initial break up in 1985, and clearly confirms
8 Plaintiff Valentine's legal and contractual rights.

9 36. Neither the Ladyhead Agreement nor the Articles of Incorporation or By-Laws for
10 Smith-Pocket includes any provision purporting to authorize any member's activities, including
11 without limitation any breaches of fiduciary duties owed to the other members, in connection with
12 any effort to "squeeze out" or "freeze out" any of the five members (which attempt also constitutes
13 a violation of California public policy). In fact, neither the Ladyhead Agreement nor the Articles of
14 Incorporation or By-Laws for Smith-Pocket includes sections or terms providing for, or in any way
15 purporting to authorize, enable, facilitate, or countenance, the dilution, elimination, termination, or
16 ouster of any of the equity members of Ladyhead or Smith-Pocket. Quite the contrary, other
17 provisions explicitly provide that the economic equity interests of Plaintiff Valentine, as well as
18 Defendants Carlisle, Wiedlin, Caffey, and Schock, would pass on to their heirs in the event of
19 death. Nor does the Ladyhead Agreement, or the Articles of Incorporation or By-Laws for Smith-
20 Pocket, include terms or provisions for, or otherwise permit, Go-Go's business to be conducted by
21 any entity other than Ladyhead and Smith-Pocket. Consequently, any change in the entities
22 designated or authorized in the Ladyhead Agreement to conduct any Go-Go's business, including
23 any touring, public performances or merchandise sales, may be achieved *only* by virtue of
24 amendment to the Ladyhead Agreement, which expressly requires unanimous written consent of all
25 members. In fact, no unanimous written consent has ever been obtained to designate a new entity
26 to conduct any of the Go-Go's business or receive any of the band's revenues.

27 37. The Ladyhead Agreement explicitly provides that the Manager owes the fiduciary
28 duties of loyalty and care to the Company and its Members, which includes (a) the duty to account

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1 and hold as trustee any property, profit or benefit derived in the conduct of Company business,
2 including any appropriation of a Company opportunity, and (b) the duty in conducting the
3 Company business to refrain from any grossly negligent or reckless conduct, as well as any
4 intentional misconduct or knowing violation of law. The fiduciary duties and other legal and
5 contractual duties and obligations of the members to each other include the duty of good faith and
6 fair dealing by operation of law. In addition, pursuant to the Ladyhead Agreement, and their legal
7 duties, each member and equity shareholder has obligations and duties (i) to act as a trustee with
8 respect to any conceivable property, profit, benefit or corporate opportunity, (ii) to refrain from
9 misappropriating any corporate opportunity, and (iii) to refrain from any action, plan, scheme,
10 conduct, or other activities, individually or collectively, that is grossly negligent, reckless,
11 intentional misconduct, or a knowing violation of law.

12 38. The Ladyhead Agreement also provides that "no Member may Transfer all, or any
13 portion, of any interest or rights in the Membership Interest owned by the Member," and that each
14 member "acknowledges the reasonableness of this prohibition in view of the purposes of the
15 Company and the relationship of the Members." Any attempt to transfer any portion of any
16 member's rights or interests "shall be deemed invalid, null and void, and in violation of the
17 prohibition" set forth in the Ladyhead Agreement. In addition, the Ladyhead Agreement further
18 provides that it is "binding upon" and "inures to the benefit of the parties hereto and their respective
19 heirs, executors, administrators, personal and legal representatives, successors, and assigns."

20 39. The Ladyhead Agreement also contains a section entitled "Specific Performance":
21 "The parties recognize that irreparable injury will result from a breach of any provision of this
22 Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly,
23 any party who may be injured (in addition to any other remedies which may be available to that
24 party) shall be entitled to seek one or more preliminary or permanent orders (i) restraining and
25 enjoining any act which would constitute a breach or (ii) compelling the performance of any
26 obligation which, if not performed, would constitute a breach."

27 40. The Ladyhead Agreement is a fully integrated contract which "may not be amended
28 without the written consent of all of the Members." The Ladyhead Agreement further provides that

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1 “[a]ll questions concerning the construction, validity, and interpretation of this Agreement and the
2 performance of the obligations imposed by this Agreement shall be governed by the internal law,
3 not the law of conflicts, of the State of California.”

4 C. Defendants Intentionally And Wrongfully Deny Plaintiff Valentine Her Proper One-Fifth
5 Share In Revenues From Live Performances, Merchandise Sales And Other Uses Of The
6 Go-Go’s Name, Brand, Trademark And Goodwill

7 41. On information and belief, at some point in 2012, Defendants Carlisle, Wiedlin,
8 Caffey, and Schock began to scheme about how they could improperly increase the benefits that
9 they each would obtain from the Go-Go’s live performances by taking Plaintiff Valentine’s rightful
10 and proper one-fifth share. These Defendants carried out a plan to freeze and squeeze Plaintiff out
11 of her one-fifth equity rights in and to any and all monies made or otherwise earned in connection
12 with or by virtue of any public performance or other exploitation of the Go-Go’s name, brand,
13 trademark, and goodwill.

14 42. Over the past three decades, including in recent years, the Go-Go’s and its members
15 have had their fair share of disagreements and acrimony, much of which has been reported in the
16 press. Indeed, the Go-Go’s initially broke up in or about 1985 at the height of the band’s initial
17 chart-topping success. At all times, however, Plaintiff Valentine has wished for the Go-Go’s to
18 remain intact, together as a group, with all of its five principal members. At various times there
19 have been efforts by others, but not Plaintiff, to try to oust from the band certain members other
20 than Plaintiff, or otherwise to continue in some form as the Go-Go’s without all of the five
21 members, including the following:

22 (a) In or about 2010, Defendant Carlisle expressed her desire to “quit” the Go-
23 Go’s, telling Plaintiff Valentine that she no longer wished to work with Defendant Wiedlin, but
24 agreeing to one final “farewell” tour in late 2010. This tour was then cancelled when Wiedlin
25 injured herself several months before the time in which the tour was scheduled to begin. After a
26 year-long hiatus, Wiedlin was able to perform, and Defendant Carlisle changed her mind and
27 determined not to retire from the Go-Go’s. Prior to the announcement of the “farewell” tour,
28 Defendant Wiedlin suggested to Plaintiff Valentine and Defendant Caffey that the Go-Go’s replace
Defendant Carlisle with a new singer rather than have the band “retire” with the departure of

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1 Carlisle. Plaintiff Valentine and Defendant Caffey responded that they did not wish to continue as
2 the Go-Go's with any new lead singer other than Defendant Carlisle.

3 (b) In or about October 2011, Defendants Carlisle, Wiedlin, and Schock
4 expressed to Plaintiff Valentine their desires about "getting rid of" Defendant Caffey, with
5 Defendant Wiedlin asking in a phone conversation "are you with us or against us?" Again, Plaintiff
6 wished to keep the original line-up intact. In an email to Plaintiff on October 19, 2011, Defendant
7 Carlisle wrote "I don't want to work with her [*i.e.*, Caffey] at all anymore. Basically it's her or me.
8 She is selfish, destructive and a liar." Carlisle went on to insist "it's over for me. I don't want to
9 work with her. And I can tell you that Jane and Gina don't want to either." Carlisle then added,
10 "I've pretty much made up my mind about this ... I found her impossible to be around on the last
11 tour and frankly life is too short." Plaintiff Valentine thereafter pleaded with Defendant Caffey to
12 agree to split her publishing income with all other band members if a musical about the Go-Go's
13 were created – as Caffey's reluctance to do so was cited as the principal reason why Carlisle,
14 Wiedlin, and Schock wanted to eliminate Caffey. After Defendant Caffey agreed, further Go-Go's
15 touring dates were scheduled for May and August 2012.

16 43. In or about July and August 2012, however, the dysfunction that had become the
17 Go-Go's once again surfaced and now turned to finding some way to marginalize or eliminate
18 Plaintiff Valentine. On information and belief, several factors appear to have contributed to this
19 circumstance, which ultimately resulted in Defendants Carlisle, Wiedlin, Caffey, and Schock's
20 illicit and illegal scheme (in which they were aided by others) aimed at injuring and depriving
21 Plaintiff of her rights in and to the Go-Go's name, brand, trademark, and goodwill.

22 44. Apparently, one contributing factor relates to a "Twitter memoir" that Plaintiff
23 Valentine began to write in or about 2010. Valentine, an active user of Twitter, came up with the
24 idea of writing her memoir using this new form of social media after Defendant Carlisle announced
25 in late 2009 that she was writing her own memoir, which was published in 2010. For her part,
26 Carlisle did not give any advance notice and any approval or pre-publication review opportunities
27 to the other band members before she published her memoir, which included accounts of her
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1 experiences in the Go-Go's and other experiences in her career. In her memoir, Carlisle extensively
2 discussed her own alcohol and drug abuse, including her decades-long cocaine addiction.

3 45. Valentine decided in or about February 2010 to begin her own memoir on Twitter,
4 which eventually included approximately 1,900 "tweets." In all instances, the entries in her short-
5 lived Twitter memoir involved a candid, truthful, and honest account of Kathryn Valentine's
6 personal experiences and perspectives during the course of her career, including without limitation
7 her experiences in the Go-Go's. The tweet entries that referenced or discussed the Go-Go's in no
8 way disparaged the band; nor did they include any falsehoods or otherwise defame any of the
9 Defendants. Although Plaintiff Valentine's short-lived "Twitter memoir" received critical acclaim,
10 the memoir had only approximately 1,000 followers in the brief time in which it was posted and
11 being created by Plaintiff.

12 46. On May 20, 2011, Plaintiff Valentine received an email from Defendant Schock's
13 email address, purporting to be from "Belinda, Gina, and Jane," and expressing displeasure over
14 some of the entries posted on the Twitter memoir, including specifically "what you wrote about the
15 3 other members of the band and their drugs of choice, etc., while you and Charlotte were sober.
16 It's really not a good thing to do, especially before a big tour." The email concluded: "Please try to
17 have a little empathy and a little respect for our feelings." Within 30 minutes after receiving the
18 email, Plaintiff Valentine responded as follows:

19
20 "As in all entries, I only meant to convey that period in the
21 band, how it felt to me, and talked about drug use in a
22 general way without saying who did what drugs. I'll
23 remove the posts that you feel are offensive or intrusive and
24 I apologize for upsetting you or anyone else. I will also
25 take extra care in the future. Kathy"

26 47. Thereafter, Plaintiff Valentine personally spoke with all of the Defendants,
27 separately and collectively, to again apologize for any unintended discomfort or hurt feelings, and
28 repeatedly received assurances from all of the Defendants that her genuine expressions of apology
were appreciated and fully accepted. Among other things, Plaintiff received an email from
Defendant Carlisle on May 21, 2011, stating "I'm over it and I'm fine ... just please be more
careful." On June 19, 2011, however, Plaintiff received an email from Carlisle, Wiedlin and

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1 Schock expressing displeasure at approximately twelve identified entries on Valentine's Twitter
2 memoir. Valentine promptly deleted any and all posts on the Twitter memoir identified by any of
3 the Defendants. Valentine then determined to take the extra step, on her own initiative and as a
4 showing of good faith, to not just delete all of the entries that had been identified by any of the
5 Defendants, but also to abandon entirely the Twitter memoir and deactivate the entire Twitter
6 memoir account, which at that time amounted to approximately 1,900 entries in total.

7 48. In light of Defendants' expressed concerns about the possibility of some Twitter-
8 related disclosures about alcohol or drug use or abuse by other band members, it is notable that, for
9 decades, there have been numerous media accounts disclosing facts related to that very topic,
10 including *Defendants'* own public statements related to the use or abuse of alcohol or drugs by band
11 members. For example, the VH1 special *Behind the Music* included extensive public disclosure
12 and media coverage with respect to alcohol use and abuse, and drug abuse, by the individual
13 members of the Go-Go's. This included, without limitation, Defendant Caffey's struggles with
14 heroin addiction, and the other Defendants' various use or abuse of alcohol or other drugs. As
15 Defendant Schock stated on the *Behind the Music* episode, "everybody was kind of out of control in
16 their own way," with "everybody lik[ing] different drugs" and doing "a lot of what they liked." In
17 addition, Defendant Carlisle extensively discussed her personal alcohol use and abuse, and long-
18 time cocaine addiction, in her own 2010 published autobiography, *Lips Unsealed*. In her memoir,
19 Carlisle quoted Wiedlin as telling reporters "We'll tell everything," and "I don't care if they know
20 everything."

21 49. After the Twitter memoir had been taken down, Plaintiff Valentine spoke again, in
22 person, with all of the Defendants in or about July 3, 2011, and was repeatedly assured that all had
23 been forgiven, the brief discomfort to any of the Defendants associated with the experience had
24 dissipated, and everyone had moved on and past the matter. Thereafter, Plaintiff Valentine
25 rehearsed for and performed on the entire tour, ending August 28, 2011, thereby confirming that the
26 short-lived Twitter memoir did not prevent any of the Defendants from working and performing
27 with Plaintiff. Plaintiff and Defendants also toured in or about May 2012, once again confirming
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1 that nothing about Valentine's former Twitter memoir, which had then been taken down for almost
2 one year, prevented any of the Defendants from working with her.

3 50. In 2012, the Go-Go's management company, Direct Management, and the band's
4 manager, Bradford Cobb, proceeded to book a new tour. Unfortunately, on August 19, 2012, a few
5 days before rehearsals were set to begin in Los Angeles, Plaintiff Valentine broke her right wrist in
6 an accidental fall at her home in Austin, and was unable to play bass for several weeks, including
7 the beginning of the Go-Go's scheduled tour. Plaintiff promptly had surgery, which was
8 successful, and she was ready, willing and able to play and perform by the middle of the tour.
9 Plaintiff Valentine's replacement for the tour was her long-time friend, bassist Abby Travis, who
10 played rehearsals and dates where Plaintiff herself could not perform due to her broken wrist.
11 Defendants Carlisle, Wiedlin, Caffey and Schock agreed to this arrangement, whereby the
12 replacement was paid on a per diem basis out of Valentine's one-fifth share of earnings,
13 proceedings and profits from the tour. Although Plaintiff's broken wrist forced her to miss the first
14 dates of the tour, she was ready, willing and able to perform half-way through the tour, and in fact
15 Plaintiff performed bass during the encore when the Go-Go's played in Austin on September 25,
16 2012.

17 51. As Defendants were rehearsing for the 2012 tour with the temporary replacement
18 bassist, Plaintiff Valentine received several emails from Defendants assuring her that her place in
19 the band was secure. Valentine had expressed her preference to be at rehearsals and perform live
20 on the tour as much as her healing wrist would permit. But Valentine was informed by manager
21 Bradford Cobb that the others preferred for her to sit out the entire tour, while her place in the band
22 obviously remained secure. For instance, on August 30, 2012, Defendant Wiedlin wrote: "I want
23 you to know that I care about you and your health, and that your place in the band is secure, and
24 that we simply want to do what is best for the band; avoiding stress, chaos, confusion, exhaustion,
25 and expense. I feel like you may not understand this right now, but in a few weeks this tour leg will
26 be done and gone, and GoGo life will go on as before, with all five of us like before." On August
27 31, 2012, Defendant Carlisle wrote an email to Plaintiff Valentine, which similarly stated: "I want
28 to stress that you have absolutely nothing to worry about - you have your place in the go-go's and

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1 this situation is temporary.” Although Valentine would have preferred to perform with the band on
2 the remainder of the 2012 tour, she responded on August 31, 2012 that “I totally understand the
3 band’s viewpoint and I have no hard feelings about your collective decision” to play out the
4 remainder of the shows on that particular tour with the replacement bassist.

5 52. On information and belief, during her excused absence from this 2012 tour,
6 Defendants Carlisle, Wiedlin, Caffey and Schock began their illicit and illegal efforts to devise their
7 scheme to deprive Plaintiff Valentine of her legal rights in and to the Go-Go’s, Ladyhead and
8 Smith-Pocket. During the end of September 2012, Plaintiff sensed that despite their earlier
9 assurances regarding her continuing and secure place in the band, Defendants’ intentions were not
10 as they stated. On October 1, 2012, after getting absolutely no response to calls, texts and emails to
11 her band members, Plaintiff wrote: “I am still a full partner and band member and in no respect do
12 I relinquish my place in the Go-Go’s. I would like to know the source and nature of the animosity.
13 I would like the chance to apologize if I have unknowingly hurt or wronged someone.” On October
14 2, 2012, Defendant Carlisle sent a one-sentence email stating “we will be in contact with you after
15 the tour to discuss this matter.” No discussion followed. Plaintiff was never told the reasons for
16 this treatment. Nor was Plaintiff ever given any opportunity to address any actual or perceived
17 issues.

18 53. Instead, Defendants’ scheme to injure Plaintiff Valentine and to deprive her of her
19 legal rights in and to the Go-Go’s, Ladyhead, and Smith-Pocket, continued to escalate after
20 completion of the 2012 tour, and ultimately culminated in Defendants’ series of collusive acts,
21 practices and conduct. Among other things, on information and belief, in or about January 2013,
22 Defendants Carlisle, Wiedlin, Caffey and/or Schock met or consulted with a lawyer about devising
23 some way in which Plaintiff Valentine could be forced out and deprived of her legal rights,
24 including not only her right to perform in the Go-Go’s, but also her economic rights to her one-fifth
25 share of all earnings, proceeds and benefits as a co-equal member and equity shareholder in
26 Ladyhead LLC and Smith-Pocket. Plaintiff is informed and believes, and thereon alleges, that
27 Defendants’ lawyer, who is a percipient witness, knowingly helped and assisted Defendants
28 Carlisle, Wiedlin, Caffey and Schock in devising a scheme whereby they – in clear contravention of

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1 California law, and in derogation of Plaintiff Valentine's legal and contractual rights – would
2 improperly exercise their majority controlling shareholder power in and to Ladyhead LLC in an
3 attempt to collusively vote to "license" the Go-Go's trademark to a newly-created company,
4 Defendant GOGOCO, which is composed of Defendants Carlisle, Wiedlin, Caffey and Schock but
5 which excluded Plaintiff Valentine. On information and belief, Defendants' lawyer then advised
6 Ladyhead's counsel (the Go-Go's long-time entertainment lawyer) and another newly-retained
7 lawyer (who both are percipient witnesses and participants in the alleged improper conduct), of
8 Defendants' intended course of action, and sought to enlist their cooperation and support in
9 effectuating the scheme concocted by Defendants' lawyer along with Defendants Carlisle, Wiedlin,
10 Caffey and Schock.

11 54. In furtherance of their scheme to deprive Plaintiff Valentine of her legal rights,
12 Defendant Carlisle on January 17, 2013 sent an email to Plaintiff stating as follows:

13 "Dear Kathy, We have decided, for a variety of reasons, including
14 our musical differences with you and the disparaging comments
15 you have made about the band in your Twitter Memoir, that we no
16 longer wish to work with you. Although we are parting ways, we
17 would like to do so amicably. In that regard, we would appreciate
18 it if you would refrain from disparaging the band in any interviews,
19 books, and social media, including twitter and Facebook, so that
20 we do not have to pursue this legally with you. Thank you for
21 your contributions to the band over the years, and we wish you the
22 best of luck in your future endeavors. Belinda, Charlotte, Gina and
23 Jane."

24 55. Soon thereafter, Plaintiff Valentine communicated with Cobb, the Go-Go's manager,
25 about arranging an in-person meeting at which all of the parties could sit down and discuss and
26 resolve any issues, as they had done many times in the past. Cobb informed Plaintiff that
27 Defendant Carlisle wished to tour in the summer of 2013 as the Go-Go's, and he had received an
28 offer for Plaintiff Valentine and Defendants Carlisle, Wiedlin, Caffey and Schock to perform at the
Orange County Fairgrounds but was "reluctant to move forward until there is clarity." Plaintiff
Valentine responded that she was "ready, willing and able to play, and would like to go on tour this
summer" and that her "strong desire is to resolve" whatever "problems" gave rise to Defendant
Carlisle's email one week earlier. This resulted in an email from Cobb addressed to the "Go-Go's"
and sent to Plaintiff Valentine and Defendants Carlisle, Wiedlin, Caffey and Schock, which stated:

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1 "Kathy and I had a lengthy conversation after she received the
2 email from January 17. She has expressed a strong desire to
3 resolve the problems. Kathy would like the band to get together –
4 in person & face to face – to discuss the issues expressed within
the email, and she is willing to fly to LA to do so. As we plan for
the summer tour, it would be helpful to get beyond these issues.
Please let me know if I can facilitate a meeting."

5 Despite Plaintiff Valentine's good-faith efforts, Defendant Carlisle responded that she was not
6 interested in even meeting to discuss anything with Plaintiff Valentine because "nothing she can
7 say or do can change my mind" and "I'm too busy to listen to" whatever Plaintiff Valentine might
8 have to say. On information and belief, Defendant Carlisle was not interested in any good-faith
9 meeting to discuss and resolve any putative reasons for her actions because, in bad faith, Defendant
10 Carlisle had already committed herself to working with Defendants Wiedlin, Caffey, Schock, and
11 Does 1 through 100, to engage in wrongful conduct to attempt to "freeze out" or "squeeze out"
12 Plaintiff Valentine from the Go-Go's, Ladyhead, and Smith-Pocket in order to increase Defendants'
13 share of the benefits of ownership in Smith-Pocket and Ladyhead at the expense of and detriment to
14 Plaintiff Valentine.

15 56. Thereafter, Defendants Carlisle, Wiedlin, Caffey and Schock wrongfully purported
16 to exercise power as majority members and shareholders in Ladyhead LLC in an intentional, unfair,
17 inequitable and abusive manner, to the detriment of Plaintiff Valentine, by forcing Ladyhead to
18 "license" the name and trademark for the "Go-Go's" to their newly created entity, Defendant
19 GOGOCO, which is composed of only the four of them to the exclusion of Plaintiff. In this self-
20 interested transaction, in which they were assisted by the newly-appointed manager of Ladyhead
21 LLC, Gerri Leonard, and the lawyers discussed above, Defendants Carlisle, Wiedlin, Caffey and
22 Schock fully controlled both sides and both entities. They licensed the name and trademark to
23 themselves over Plaintiff's objection and to her exclusion, damage and injury, leaving Plaintiff with
24 nothing but what GOGOCO's lawyer called a *de minimis* "stipend" – namely, two percent (2%) of
25 earnings from the exploitation of the Go-Go's valuable name, brand, trademark and goodwill, as
26 compared to Plaintiff's legal, contractual and equitable right to receive a full and equal twenty-
27 percent (20%) share pursuant to the parties' express and implied agreements and their well-
28 established and longstanding course of conduct. By exercising their majority controlling

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1 shareholder power in a self-interested, conflicted, and grossly unfair and inequitable manner – over
2 Plaintiff Valentine’s objections and dissenting votes, and to her detriment and injury – Defendants
3 Carlisle, Wiedlin, Caffey and Schock have sought to control Ladyhead LLC and “loot” the
4 company of its most valuable assets to increase their shares, in clear violations of Defendants’
5 fiduciary duties and legal obligations.

6 57. The conduct of Defendants Carlisle, Wiedlin, Caffey and Schock involved their self-
7 interested and collusive diversion of the shareholder assets away from Smith-Pocket, which is the
8 band’s governing and operative touring corporation that was expressly designated for this purpose
9 by *all* of the Go-Go’s. In order to “freeze out” or “squeeze out” Plaintiff Valentine from the Go-
10 Go’s, Defendants Carlisle, Wiedlin, Caffey and Schock now seek to tour without Plaintiff and
11 funnel the benefits and other revenues from performing, including ticket sales, merchandise sales
12 and other revenues, through their newly-created entity, GOGOCO. The purported authorization for
13 this illegal effort is the “license” of the Go-Go’s name and trademark that Defendants forced
14 Ladyhead to make over Plaintiff’s objection and dissenting vote, and in violation of their fiduciary
15 and other legal and contractual obligations to Plaintiff. This “license” is nothing more than an
16 attempt by a majority to take corporate assets owned by all the members of Ladyhead LLC and the
17 shareholders of Smith-Pocket, and assign them to an entity that these four Defendants controlled for
18 the sole purpose of excluding and diluting a minority shareholder and member from her ownership
19 interests.

20 58. This effort is not only void and voidable as a matter of law and California public
21 policy, but also violates the express provisions of the Ladyhead Agreement, which explicitly
22 provides that “this Agreement may not be amended without the written consent of all of the
23 Members.” Simply put, there is no written consent of all of the members for the changes
24 Defendants seek to effectuate. Specifically, Defendants’ wrongful acts purport to substitute their
25 newly created entity, GOGOCO, in the place of Smith-Pocket, as the authorized and operative
26 entity for any touring and public performances under the Go-Go’s name, and also purport to
27 designate GOGOCO in Ladyhead LLC’s place to receive other, non-touring revenues, including
28 merchandise sales and sponsorship and promotion revenues. This is in violation of the Ladyhead

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1 Agreement, which explicitly and unambiguously provides in its paragraph 2.3, entitled "Purpose
2 and Business," that Ladyhead "is organized as *the business entity* for the musical recording and
3 performance group 'Go-Go's' (the '**Group**')," and that Ladyhead "will receive *all revenues* earned
4 by the Group other than its *touring revenues*, which *are earned by Smith-Pocket Industries, Inc., a*
5 *California corporation wholly-owned by the Members.*" (Emphases added.) Consequently, any
6 effort to alter this core foundational and material provision of the Ladyhead Agreement in order to
7 use or substitute some other entity besides "Smith-Pocket Industries, Inc." as the entity to govern
8 any touring by or under the Go-Go's name and receive and earn "touring revenues," and to use or
9 substitute some other entity besides Ladyhead LLC to earn and receive any other non-touring
10 revenues earned by the band, may be effectuated *only* by an amendment to the Ladyhead
11 Agreement, which cannot be made "without the written consent of *all* of the Members." (Emphases
12 added.) Such unanimous written consent was *never* obtained.

13 59. While Defendants Carlisle, Wiedlin, Caffey and Schock were concocting and then
14 effectuating their illicit and illegal scheme, with the purpose and intent of freezing or squeezing out
15 Plaintiff Valentine, they were nevertheless using Plaintiff's name and likeness in myriad
16 advertisements and promotions for shows in 2013, *i.e.*, the very shows that Defendants were
17 excluding Plaintiff from performing with the Go-Go's. Defendants Carlisle, Wiedlin, Caffey and
18 Schock were materially aided in this scheme by Leonard, the new Manager they hand-selected in
19 late 2012 or early 2013 to facilitate the freeze out of Plaintiff Valentine. Plaintiff Valentine
20 repeatedly objected to the steps taken by Leonard and the other four members of the band to license
21 the use of the band's name to GOGOCO. Despite these objections, Leonard enacted and/or assisted
22 in taking those steps, including the appointment of the new lawyer to "represent" Ladyhead LLC,
23 and the purported sale of the license to GOGOCO in violation of California law and the Ladyhead
24 Agreement, and for far less than its market value. Indeed, Leonard pressed Plaintiff Valentine to
25 provide a response to the proposed sale of the license from Ladyhead LLC to GOGOCO yet refused
26 to provide basic information about the sale, and when Plaintiff Valentine objected to the license,
27 Leonard ignored this objection and the obvious detriment it would inflict on Plaintiff Valentine's
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1 rights and interests in Ladyhead LLC, and on Ladyhead LLC itself, and instead authorized the
2 license.

3 D. Aiding And Abetting And Concerted Action

4 60. In committing the wrongful acts alleged herein, Defendants, along with attorneys,
5 managers, agents, and others, pursued, or joined in the pursuit of, a common course of conduct, and
6 acted in concert with and aided and abetted the other Defendants in furtherance of their common
7 plan or design. In addition to the wrongful conduct alleged as giving rise to primary liability,
8 Defendants further aided and abetted and/or assisted each other in breach of their respective duties
9 as alleged. Other parties, including Does 1 through 100, aided and abetted Defendants' wrongful
10 acts and breaches of duty, by knowingly assisting Defendants in connection with their wrongful
11 scheme to injure and damage Plaintiff Valentine and her valuable rights.

12 61. Each of the Defendants and Does 1 through 100 aided and abetted and rendered
13 substantial assistance in the wrongs complained of herein. In taking such actions, as particularized
14 herein, to substantially assist the commission of the wrongdoing complained of, each Defendant
15 and Does 1 through 100 acted with knowledge of the primary wrongdoing, substantially assisted the
16 accomplishment of that wrongdoing, and was aware of his, her or its overall contribution to, and
17 furtherance of, the wrongdoing. These acts of aiding and abetting included, without limitation, the
18 acts each of them are alleged to have committed in furtherance of the scheme and common course
19 of conduct complained of herein, which individually and collectively constitute, *inter alia*,
20 intentional misconduct, knowing violations of law, acts of gross negligence and recklessness,
21 misappropriation of corporate opportunities, and the misappropriation and looting of corporate
22 assets.

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FIRST CAUSE OF ACTION

(Breach of Fiduciary Duty

Against Defendants Carlisle, Wiedlin, Caffey, Schock and Does 1 Through 100)

62. Plaintiff Valentine incorporates by reference and re-alleges paragraphs 1-61 herein as if fully set forth.

63. Ladyhead LLC and Smith-Pocket are closely-held entities. Both are governed by the corporate and common laws of the State of California, and also in accordance with their respective articles of incorporation, by-laws, operating agreements, and the parties' consistent course of prior conduct and dealings.

64. Plaintiff Valentine is a member of Ladyhead LLC and an officer, director, and equity shareholder of Smith-Pocket.

65. Defendants Carlisle, Wiedlin, Caffey, and Schock, are each also a member of Ladyhead LLC and an officer, director, and equity shareholder of Smith-Pocket.

66. Plaintiff Valentine and Defendants Carlisle, Wiedlin, Caffey and Schock were at all times alleged herein one-fifth members and owners in and of Ladyhead LLC and Smith-Pocket, pursuant to which each of them had a one-fifth equity ownership right to the Go-Go's name, brand and trademark, and each of them were and are entitled to receive in equal one-fifth shares any and all monies, profits and proceeds from any exploitation of the Go-Go's name, brand and trademark, including without limitation any public performances under the name "the Go-Go's."

67. As members collectively holding a majority of the ownership of Ladyhead LLC, and as officers, directors, and controlling shareholders of Smith-Pocket, Defendants Carlisle, Wiedlin, Caffey, and Schock all individually and collectively owed and continue to owe Plaintiff Valentine fiduciary duties, including duties of loyalty, trust, good faith, fair dealing, and fullest disclosure, and duties not to engage in any individual or collusive appropriation of a corporate opportunity for themselves to the exclusion and detriment of the minority or otherwise to engage in any self-dealing transaction to detriment of the minority.

68. Under California law, majority shareholders, either singly or acting in concert, have a fiduciary responsibility to the minority and to the corporation to use their ability to control the corporation in a fair, just, and equitable manner. Among other things, majority shareholders may

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1 not use their power to control corporate activities to benefit themselves alone or in a manner
2 detrimental to the minority. Any use to which they put the corporation, or their power to control
3 the corporation, must benefit all shareholders proportionately.

4 69. Among other things, the fiduciary duties owed to Plaintiff Valentine by Defendants
5 Carlisle, Wiedlin, Caffey and Schock prevent them from engaging in any self-dealing to the
6 elimination and detriment of Plaintiff as a minority shareholder; from engaging in conduct designed
7 to dilute, "squeeze out" or "freeze out" Plaintiff from her valuable legal rights to the Go-Go's name,
8 including her one-fifth share in and to any monies earned from public performances or other
9 exploitation of the Go-Go's brand, trademark, and goodwill; and from exercising their majority
10 shareholder power in Ladyhead LLC to engage in a self-dealing transaction. Defendants breached
11 their duties by, among other things, creating a self-dealing transaction whereby Ladyhead LLC
12 purportedly licensed the band's valuable name, brand, and trademark, to a newly-created entity
13 composed of the four individual Defendants but excluding only Plaintiff, the minority shareholder.
14 The transaction was a breach of fiduciary duty because the license was given to GOGOCO in
15 violation of California law and the Ladyhead Agreement, and was designed to benefit Defendants
16 as the sole owners of GOGOCO, and harm Valentine's interest in the "licensing" or selling entity,
17 Ladyhead LLC, and her interest in Smith-Pocket, the entity designated by the band to receive
18 touring revenues. This conduct also violated the comprehensive rule in California requiring good
19 faith and inherent fairness to the minority in any transaction where control of the corporation is
20 material. Defendants also breached their fiduciary duties by appropriating a corporate opportunity
21 for themselves to the exclusion of the minority; by conducting the affairs of the corporation and
22 exercising their power as controlling shareholders in a manner that disregarded their trustee
23 obligations with respect to any property, profit, benefit, or corporate opportunity, and that was
24 grossly negligent or constituted reckless conduct, intentional misconduct, or a knowing violation of
25 law against the rights and interests of Valentine, a minority member and shareholder.

26 70. Defendants Carlisle, Wiedlin, Caffey and Schock breached their fiduciary duties to
27 Plaintiff Valentine by the acts of misfeasance and malfeasance described above, including but not
28 limited to those acts of self-dealing, usurpation of corporate opportunities, and abuse of majority

1 controlling power, that were intentionally designed to injure Plaintiff Valentine and to deprive her
2 of her ownership rights in and to the Go-Go's, including her legal right to a complete and undiluted
3 one-fifth, 20% share of any and all benefits, profits, proceeds or any other monies derived, received,
4 made, earned or otherwise collected from any of the Go-Go's performances, appearances,
5 broadcasts, telecasts, webcasts, sponsorships and endorsements and other activity, as well as
6 merchandise sales, appearance fees and ticket sales and any other exploitation of the Go-Go's
7 name, brand, trademark and goodwill. The wrongful conduct of Defendants Carlisle, Wiedlin,
8 Caffey and Schock, in breach of their fiduciary duties to Plaintiff Valentine, includes, but is not
9 limited to, the following:

10 (a) engaging in self-dealing to the elimination, dilution and detriment of Plaintiff
11 as a minority member and shareholder;

12 (b) engaging in conduct designed to "squeeze out" or "freeze out" Plaintiff from
13 her valuable legal rights to the Go-Go's name, including her one-fifth, 20% share in and to any
14 benefit, monies earned from performances, merchandise sales or other exploitation of the Go-Go's
15 brand, trademark, and goodwill;

16 (c) setting up a newly created entity, GOGOCO, wholly owned by Defendants
17 Carlisle, Wiedlin, Caffey and Schock, to create a vehicle for their wrongful scheme to usurp the
18 exclusive entitlement of Ladyhead LLC and Smith-Pocket to corporate opportunities, including
19 monies earned in connection with performances, merchandise sales and other exploitation of the
20 Go-Go's valuable name, trademark and brand, to the exclusion of Plaintiff Valentine and without
21 extending equal rights to her as minority shareholder;

22 (d) exercising their majority shareholder power in Ladyhead LLC to engage in a
23 self-dealing transaction whereby Ladyhead LLC purported to license the band's valuable name,
24 brand, and trademark to Defendant GOGOCO, a newly created entity composed of the four
25 individual Defendants but excluding only Plaintiff, the minority member and shareholder;

26 (e) exercising their majority shareholder power to create a self-dealing
27 transaction where Ladyhead LLC, over Plaintiff's objection and dissenting votes, licensed the
28 band's valuable name, brand, and trademark for an amount vastly less than the full proceeds of any

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1 and all public performances, merchandise sales or other exploitation of the Go-Go's name,
2 trademark, and brand, in order to dilute Plaintiff Valentine's one-fifth, 20% equity interest in such
3 proceeds;

4 (f) engaging in sham corporate proceedings by which they enlisted the support
5 of other individuals, including managers, lawyers and other parties, to aid and abet their wrongful
6 self-dealing and breaches of fiduciary duties;

7 (g) using their controlling shareholder and member status to control the
8 corporation and LLC for the purpose of promoting an exploitation and marketing scheme that
9 benefits themselves alone to the detriment of the minority;

10 (h) exercising their controlling shareholder and member status to cause the
11 corporation and LLC to avoid equitable and fair distribution of corporate assets;

12 (i) looting the corporation and LLC of their valuable assets by wrongfully and
13 inequitably exercising their majority controlling shareholder and member status to effect a self-
14 dealing transaction;

15 (j) engaging in other acts of malfeasance in violation of the comprehensive rule
16 of good faith and inherent fairness to the minority in any transaction where control of the
17 corporation is material; and

18 (k) engaging in intentional misconduct, knowing violations of law, acts of gross
19 negligence and recklessness, misappropriation of corporate opportunities, and the misappropriation
20 and looting of corporate assets.

21 71. As an actual and proximate result of Defendants' breaches of fiduciary duty,
22 Plaintiff Valentine has been harmed, injured and damaged as alleged herein in ways and in an
23 amount in excess of \$1 million to be proved at trial.

24 72. Defendants' breaches of fiduciary duty entitle Plaintiff Valentine to a constructive
25 trust imposed with respect to any and all proceeds, earnings, profits, and all other monies obtained
26 in relation to the exploitation of the Go-Go's assets name, brand, and trademark, in violation of
27 Plaintiff Valentine's rights, including but not limited to the upcoming 2013 Go-Go's tour and any
28 and all other performances, appearances, broadcasts, telecasts and webcasts, and merchandise sales,

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1 sponsorships, endorsements, appearance fees, ticket sales and any other activity, in order to protect
2 and ensure against any distribution or dissipation of said assets, proceeds, earnings, profits, or other
3 monies unless and until Plaintiff Valentine's rights thereto have been fully adjudicated and resolved
4 and Plaintiff's rights to her one-fifth share are first fully satisfied and respected. Accordingly, a
5 constructive trust should be imposed to ensure that Defendants do not distribute and dissipate funds
6 destroying Plaintiff Valentine's equitable remedy of a constructive trust.

7 **SECOND CAUSE OF ACTION**
8 (Breach of Contract Against Defendants Carlisle, Wiedlin,
9 Caffey, Schock and Does 1 through 100)

9 73. Plaintiff Valentine incorporates by reference and re-alleges paragraphs 1-61 herein
10 as if fully set forth.

11 74. Pursuant to the relevant agreements, corporate documents and activities, and the
12 parties' consistent course of past conduct with respect to Ladyhead LLC and Smith-Pocket,
13 Plaintiff Valentine has a contractual right to receive her one-fifth equity share in any commercial
14 exploitation of the Go-Go's name, brand, trademark, and associated goodwill, including without
15 limitation any income, profits and proceeds received from any live performances, appearances,
16 broadcasts, telecasts and webcasts, as well as income, profits and proceeds received from
17 merchandise sales, sponsorships, endorsements, appearance fees, ticket sales and any other activity
18 or exploitation of the Go-Go's name, brand, trademark, and goodwill. Plaintiff's contractual rights
19 are pursuant to express agreements by and among the parties, as well as implied agreements based
20 on the parties' consistent course of conduct for many years.

21 75. Plaintiff Valentine has performed her duties and obligations pursuant to her contracts
22 and contractual relationships in relation to Ladyhead LLC and Smith-Pocket, and remains ready,
23 willing, and able to perform her contractual obligations, including with respect to the 2013 Go-Go's
24 tour and other performances from which Defendants have sought to exclude her, which thereby
25 excuses any failure of performance in connection therewith.

26 76. By their wrongful acts alleged herein, Defendants have breached their contractual
27 obligations to Plaintiff Valentine, resulting in substantial loss, harm, and injury.

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1 77. As an actual and proximate result of Defendants' breaches of contract, Plaintiff
2 Valentine has suffered and continues to suffer substantial damages, in an amount to be proven at
3 trial. In addition, an actual controversy exists between Plaintiff Valentine and Defendants Carlisle,
4 Wiedlin, Caffey, Schock, and Does 1 through 100, as to their rights, obligations, and duties with
5 respect to the matters alleged herein. Plaintiff respectfully requests that this Court make a judicial
6 determination with respect to the parties' respective rights and obligations so as to resolve that
7 controversy.

8
9 **THIRD CAUSE OF ACTION**
10 (Breach of the Implied Covenant of Good Faith and Fair Dealing
11 Against Defendants Carlisle, Wiedlin,
12 Caffey, Schock and Does 1 through 100)

11 78. Plaintiff Valentine incorporates by reference and re-alleges paragraphs 1-61 herein
12 as if fully set forth.

13 79. The covenant of good faith and fair dealing is implied in every contract to prevent
14 one party from unfairly frustrating the other party's rights to the benefits of any agreement, and to
15 ensure that parties to any agreement perform and discharge their duties and obligations in good
16 faith while doing nothing that would frustrate or undermine the goals and the benefits of any
17 contracts.

18 80. Contracts, contractual rights, and a contractual relationship govern the relationship
19 between Valentine and Defendants Carlisle, Wiedlin, Caffey, and Schock with respect to Ladyhead
20 LLC and Smith-Pocket, which, *inter alia*, entitle Plaintiff Valentine to a one-fifth equity share in
21 the Go-Go's name, brand, trademark, and associated goodwill, as well as a one-fifth economic
22 share in any profits, compensation, or other monies earned and received by virtue of any
23 performances, appearances, broadcasts, telecasts and webcasts, as well as income, profits and
24 proceeds received from merchandise sales, sponsorships, endorsements, appearance fees, ticket
25 sales and any other activity or exploitation of the Go-Go's name, brand, trademark, and goodwill.

26 81. For more than 30 years, Plaintiff Valentine has performed her obligations pursuant
27 to said contractual relationship, and remains ready, willing, and able to perform her contractual
28 obligations, including with respect to the 2013 Go-Go's tour and other performances from which

1 Defendants have sought to exclude her, which thereby excuses any failure of performance in
2 connection therewith.

3 82. Defendants Carlisle, Wiedlin, Caffey, and Schock have unfairly prevented Plaintiff
4 Valentine from receiving the economic and other benefits that Plaintiff is entitled to receive
5 pursuant to the parties' contractual relationships, including with respect to Ladyhead LLC and
6 Smith-Pocket, and thereby breached the implied covenant of good faith and fair dealing by virtue of
7 their wrongful conduct alleged herein.

8 83. As an actual and proximate result of Defendants' conduct and breaches of the
9 implied covenant of good faith and fair dealing, Plaintiff Valentine has suffered harm, injury,
10 damage and economic loss in an amount to be proven at trial, but which on information and belief
11 is in excess of one million dollars (\$1,000,000).

12 84. In addition, an actual controversy exists between Plaintiff Valentine and Defendants
13 Carlisle, Wiedlin, Caffey, Schock, and Does 1 through 100, as to their rights, obligations, and
14 duties with respect to the matters alleged herein. Plaintiff respectfully requests that this Court make
15 a judicial determination with respect to the parties' respective rights and obligations so as to resolve
16 that controversy.

17 **FOURTH CAUSE OF ACTION**
18 (Tortious Interference With Contractual Relations
Against Defendant GOGOCO and Does 1 through 100)

19 85. Plaintiff Valentine incorporates by reference and re-alleges paragraphs 1-61 herein
20 as if fully set forth.

21 86. Plaintiff Valentine is party to contracts relating to Ladyhead LLC and Smith-Pocket,
22 pursuant to which, *inter alia*, she has a one-fifth equity and economic interest in any exploitation of
23 the "Go-Go's" name, brand, trademark, and goodwill, including, without limitation, any profits,
24 monies, proceeds, or earnings from performances, appearances, broadcasts, telecasts and webcasts,
25 as well as income, profits and proceeds received from merchandise sales, sponsorships,
26 endorsements, appearance fees, ticket sales and any other activity or exploitation of the Go-Go's
27 name, brand, trademark, and goodwill.

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1 87. On information and belief, Defendant GOGOCO is a newly-created legal entity that
2 itself is not a party to Plaintiff's contractual relationship with Defendants Carlisle, Wiedlin, Caffey,
3 and Schock, in Ladyhead LLC and Smith-Pocket. Defendants Carlisle, Wiedlin, Caffey, and
4 Schock, created this new entity to dilute, freeze out or squeeze out Plaintiff from the Go-Go's, and
5 thereby deprive her of her legal rights.

6 88. Defendant GOGOCO knew of Plaintiff Valentine's contracts with, and her
7 contractual and legal rights with respect to, Ladyhead LLC and Smith-Pocket, and nevertheless
8 engaged in actions and a course of conduct that was intended to disrupt the performance of Plaintiff
9 Valentine's contracts, and contractual rights with respect to, Ladyhead LLC and Smith-Pocket.

10 89. Defendant GOGOCO did in fact disrupt the performance of contracts, and
11 contractual rights under which Plaintiff Valentine was entitled to performance with respect
12 to Ladyhead LLC and Smith-Pocket. GOGOCO engaged in conduct that was intended to, and did,
13 prevent performance or made performance more expensive or difficult.

14 90. As an actual and proximate result of the conduct of Defendant GOGOCO, which
15 interfered with Plaintiff Valentine's contractual relations and entitlements with respect to Ladyhead
16 LLC and Smith-Pocket, Plaintiff Valentine was harmed, injured, and damaged in an amount to be
17 proven at trial, but which on information and belief is in excess of one million dollars (\$1,000,000).

18 91. Defendant GOGOCO's conduct entitles Plaintiff Valentine to a constructive trust
19 imposed with respect to any and all proceeds, earnings, profits, and all other monies obtained in
20 relation to the exploitation of the Go-Go's name, brand, and trademark, in violation of Plaintiff
21 Valentine's rights, including but not limited to the upcoming 2013 Go-Go's tour and any and all
22 other performances, appearances, tours, broadcasts, telecasts and webcasts, and merchandise sales,
23 sponsorships, endorsements, appearance fees, ticket sales and any other activity, in order to protect
24 and ensure against any distribution or dissipation of said proceeds, earnings, profits, or other
25 monies unless and until Plaintiff Valentine's rights thereto have been fully adjudicated and
26 resolved. Accordingly, a constructive trust is required in order to ensure that Defendant GOGOCO
27 does not distribute and dissipate funds owned by Plaintiff thereby destroying Plaintiff's equitable
28 remedy of a constructive trust.

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1 92. In addition, an actual controversy exists between Plaintiff Valentine and Defendant
2 GOGOCO, and Does 1 through 100, as to their rights, obligations, and duties with respect to the
3 matters alleged herein. Plaintiff respectfully requests that this Court make a judicial determination
4 with respect to the parties' respective rights and obligations so as to resolve that controversy.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff Valentine prays for judgment as follows:

7 1. For general damages in a sum to be proved at trial, but exceeding one million dollars
8 (\$1,000,000);

9 2. For special damages in an amount to be proved at trial;

10 3. For a constructive trust imposed on any and all proceeds, profits and other monies
11 received or collected in connection with any exploitation of the Go-Go's name, brand, trademark,
12 and goodwill, including, without limitation, any proceeds, profits, and other monies received or
13 collected in relation to performances, appearances, tours (including the Go-Go's upcoming 2013
14 tour), broadcasts, telecasts, webcasts, merchandise sales, sponsorships, endorsements, appearance
15 fees, ticket sales and any other activity, and any proceeds, profits, and other monies received or
16 collected by Defendants Carlisle, Wiedlin, Caffey, Schock, and/or GOGOCO;

17 4. For equitable, preliminary and permanent injunctive relief, including but not limited
18 to an injunction prohibiting Defendants from using the band's name, brand and trademark in
19 connection with performances, appearances, tours (including the Go-Go's upcoming 2013 tour),
20 broadcasts, telecasts, webcasts, merchandise sales, sponsorships, endorsements, appearance fees,
21 ticket sales and any other activity, except where any and all resulting revenues for such activities
22 are distributed directly to Ladyhead LLC and Smith-Pocket and then equally split among all five
23 members and shareholders including Plaintiff in accordance with the provisions of those entities'
24 agreements, articles and by-laws and the group's custom, practice and conduct;

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- 5. For a judicial determination and/or declaratory relief, with respect to the parties' respective rights and obligations;
- 6. For pre- and post-judgment interest, at the maximum legal rate;
- 7. For costs and attorneys' fees; and
- 8. For such other relief as the Court may deem proper.

DATED: May 24, 2013

WESTERMAN LAW GROUP

By 

JEFF S. WESTERMAN

CALDWELL LESLIE & PROCTOR, PC

By 

LINDA M. BURROW

Attorneys for Plaintiff KATHRYN VALENTINE

05/24/2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Linda M. Burrow, State Bar No. 194668 David Zaft, State Bar No. 237365 CALDWELL LESLIE & PROCTOR, PC 725 S. Figueroa Street, 31st Floor Los Angeles, CA 90017 TELEPHONE NO.: (213) 629-9040 FAX NO.: (213) 629-9022 ATTORNEY FOR (Name): Plaintiff, Kathryn Valentine		FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES MAY 24 2013 John A. Clarke, Executive Officer/Clerk BY <i>Cristina Grijalva</i> Deputy Cristina Grijalva
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: Stanley Mosk Courthouse		CASE NUMBER: BC510027 JUDGE: DEPT:
CASE NAME: Valentine v. Carlisle, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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
 (1) Breach of Fiduciary Duty and Constructive Trust; (2) Breach of Contract; (3) Breach of Implied

4. Number of causes of action (specify): Covenant of Good Faith & Fair Dealing; and (4) Tortious Interference With Contractual Relations

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: May 24, 2013
 Linda M. Burrow (TYPE OR PRINT NAME) *Linda M. Burrow* (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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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 complete items 1 through 6 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. 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 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collection case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

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 3.400 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 Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (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 Taxes
 - 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

ORIGINAL

SHORT TITLE: VALENTINE v. CARLISLE, ET AL.	CASE NUMBER BC510027
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**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: Less than
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 14 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

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

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

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

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
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.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

05/24/2013

SHORT TITLE:

VALENTINE v. CARLISLE, ET AL.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil-Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
<input type="checkbox"/> A6032 Quiet Title		2., 6.	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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SHORT TITLE:

VALENTINE v. CARLISLE, ET AL.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6180 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.		
	Miscellaneous Civil Complaints	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.	
		Miscellaneous Civil Petitions	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: VALENTINE v. CARLISLE, 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 appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: GOGOCO CORP. 532 COLORADO AVENUE
CITY: SANTA MONICA	STATE: CA	ZIP CODE: 90401

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: May 24, 2013


 (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.

05/24/2013