

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Cherilyn Sarkisian a.k.a. Cher, Isis Productions, Inc., Lindsay Scott,
Roger Davies, and Does 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Jacquelyn Dowsett Ballinger, Suzanne M. Easter, and Kevin Wilson,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 18 2014

Sherri R. Carter, Executive Officer/Clerk

By  Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): LOS ANGELES SUPERIOR COURT
WEST DISTRICT 1725 MAIN STREET, SANTA MONICA, CA 90401

CASE NUMBER:
(Número del Caso):

SC123131

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
PERRY C. WANDER, 9454 WILSHIRE BLVD, PH, BEVERLY HILLS, CA 90212, (310)274-9985.

DATE: SEP 18 2014
(Fecha)

Sherri R. Carter, Clerk

Clerk, by
(Secretario)

TANAYA LEWIS

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

SEP 18 2014

Sherril R. Carter Executive Officer/Clerk
By [Signature], Deputy

LAW OFFICES OF PERRY C. WANDER

Perry C. Wander, Esq. (SBN: 102523)

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Telephone: 310-274-9985

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pcwlaw@msn.com

Attorney for Plaintiffs' Jacquelyn D. Ballinger, Suzanne M. Easter, and Kevin Wilson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JACQUELYN DOWSETT
BALLINGER, SUZANNE M. EASTER,
AND KEVIN WILSON,

PLAINTIFFS,

VS.

CHERILYN SARKISIAN A.K.A.
CHER, ISIS PRODUCTIONS, INC.,
LINDSAY SCOTT, ROGER
DAVIES, AND DOES 1-50,
INCLUSIVE,

DEFENDANTS.

Case No.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

1. WRONGFUL TERMINATION
IN VIOLATION OF PUBLIC
POLICY
2. EMPLOYMENT
DISCRIMINATION BASED ON
RETALIATION
3. EMPLOYMENT
DISCRIMINATION BASED ON
RACE
4. EMPLOYMENT
DISCRIMINATION BASED ON
AGE
5. VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION LAW
BUSINESS AND PROFESSIONS
CODE SECTION 17200 ET SEQ.
6. INJUNCTIVE RELIEF

JURY TRIAL DEMANDED

CASE MANAGEMENT CONFERENCE

LISA HART COLE

MAN 5 2015

DEPT. 0

Date

8:30 AM

1 Plaintiffs Jacquelyn Dowsett Ballinger ("Ballinger"), Suzanne M. Easter
2 ("Easter"), and Kevin Wilson ("Wilson"), hereby allege, based upon information and
3 belief, except as to allegations concerning Plaintiffs, or their counsel, which
4 allegations are made upon Plaintiff's personal knowledge, against Defendants
5 Cherilyn Sarkisian ("Cher") Isis Productions, Inc. ("Isis"), Lindsay Scott ("Scott"),
6 Roger Davies ("Davies"), , and DOES 1-50 (collectively "Defendants"), as follows:
7

8 INTRODUCTION

9 1. This lawsuit is being filed against the actress and singer known as
10 Cher an American singer and actress, who according to Wikipedia, is "*recognized for*
11 *having brought the sense of female autonomy and self-actualization into the*
12 *entertainment industry*". That was then, this is now.

13 2. Despite this claim of female empowerment, Cher was personally
14 involved in the cover-up of a sexual assault against a female fan by one of her other
15 male dancers while on Cher's Dressed to Kill Tour ("D2K Tour"). The assault
16 occurred in a St. Louis hotel room where Cher and her tour employees were staying.

17 3. The cover-up surfaced when Plaintiffs, who were employed by
18 Cher as dancers/choreographer, with over a decade of experience on previous Cher
19 tours, were abruptly fired after reporting this criminal incident to tour management,
20 despite previously signing employment contract extensions to remain on the second
21 leg of the tour which runs through the end of the 2014 year. The purported reason
22 given for the firing was "budget cuts".

23 4. The lawsuit also alleges that Cher made a racist comment when
24 she stated, while reviewing tapes of auditions for dancers, that; "*the tour had too much*
25 *color*" and prohibited her choreographer from casting any dark skinned blacks.

26 5. This was because Wilson, Cher's choreographer and Easter, a
27 dancer, are dark skinned African Americans.
28

1 6. This pattern of racism and discrimination continued to permeate
2 the tour when Wilson was prohibited by Cher and tour management from casting any
3 dark skinned African Americans who auditioned, even if they danced better than their
4 white counterparts.

5 7. One month after the report of the assault, all three whistleblowers
6 were fired, whilst the dancer whom they accused of sexual assault remained gainfully
7 employed. After Plaintiffs retained counsel and notified tour management of their
8 employment discrimination claims the dancer was put on "probation".

9 8. Plaintiffs' allege that their termination was unrelated to any
10 purported budget cuts and that the reasoning provided was pretextual. The media
11 recently reported that Cher's D2K Tour is on track to become one of the most
12 successful treks of 2014. Billboard reports that the diva's tour grossed a reported
13 \$54.9 million through the end of its first leg on July 11 and sold out all 49 shows. Due
14 to the tour's huge success, the tour was extended for a second leg of shows through
15 the end of the year and should make Cher the highest grossing tour of 2014.

16 9. In addition, for the second leg of the tour, Cher brought in Bob
17 Mackie to remake all of her costumes, incurring at least \$100,000 per outfit in
18 additional expense for EACH costume. Cher goes through over a dozen costume
19 changes during her show. All of these actions are incongruous with Defendants' use of
20 "*budget cuts*" as the reasoning behind Plaintiffs' terminated employments.

21 **JURISDICTION AND VENUE**

22 10. This Court has personal jurisdiction over the Defendants because
23 Defendants have conducted and continue to conduct business in the State of California.
24 Also, Defendants have purposefully availed themselves of the privilege of conducting
25 business activities within the State of California by employing workers within the
26 State. Defendants generally have maintained systematic and continuous business
27 contacts with California. Furthermore, Plaintiff is informed and believes and thereon
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1 alleges that at all times here and mentioned the individual defendants named herein are
2 residents of the County of Los Angeles, State of California.

3 11. Venue is proper in this district, as the cause of action arose within this
4 judicial district and the contract was entered into within this judicial district and the
5 principal defendant herein resides within this judicial district.

6 **PARTIES**

7 12. Plaintiffs Easter and Wilson are residents of the County of Los Angeles,
8 California and Plaintiff Ms. Ballinger is a resident of the State of Hawaii.

9 13. Isis Production, Inc. is a California corporation organized and existing
10 under the laws of the State of California, with its principal place of business at 9100
11 Wilshire Boulevard, Beverly Hills, California, 90212.

12 14. Plaintiffs allege that Defendants Cher, Scott, and Davies ("Individual
13 Defendants") are, at all times herein mentioned, employed by defendant Isis and, in
14 doing the things hereinafter alleged, were acting within the course and scope of their
15 employment.

16 15. Plaintiffs are informed and thereon allege on information and belief that
17 there exists, at all times herein mentioned, a unity of interest between Defendant Cher
18 and the Corporate Defendant Isis, such that any individuality and separateness between
19 Cher and Isis have ceased, and Isis is the alter ego of Cher, who remains its sole
20 director and officer.

21 16. At all times herein mentioned, defendants, and each of them, were an
22 agent, representative, partner, and/or alter-ego of its co-defendants, or otherwise acting
23 on behalf of each and every remaining defendant and, in doing the things hereinafter
24 alleged, were acting within the course and scope of their authorities as an agent,
25 representative, partner, and/or alter ego of its co-defendants, with the full knowledge,
26 permission, and consent of each and every remaining defendant, each co-defendant
27 having ratified the acts of the other co-defendants.
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1 17. At all relevant times herein, DOES 1-50 inclusive, were fictitious names
2 for individuals, partnerships, joint ventures, corporations, limited liability corporations
3 or other forms of legal entities, the identities of which are unknown at the present but
4 who are liable to the Plaintiffs for committing the acts and/or omissions mentioned
5 herein. Plaintiffs will amend this Complaint to allege the true names of DOES 1
6 through 50 when Plaintiffs learn those names.

7
8 **FACTUAL ALLEGATIONS**

9 18. This action arises out of Defendants' unlawful and unfair
10 employment practices at the Cher "Dressed to Kill" ("D2K") tour, where Plaintiffs
11 have been employed as dancers, and in Wilson's case, a dancer and choreographer.
12 Plaintiffs are pursuing claims of wrongful termination in violation of the provisions of
13 California *Labor Code* Section 1102.5, which imposes liability where any person
14 acting on the employer's behalf retaliates against an employee who engages in
15 protected whistleblowing activity.

16 19. Plaintiffs were hired by Cher's production company, Defendant
17 Isis. Plaintiff Ballinger was hired in 2009, Plaintiff Easter was hired in 1999, and
18 Plaintiff Wilson was hired in 2002.

19 20. On or about June 3, 2014, after Cher's D2K Louisville show,
20 another dancer on the show invited a female fan he met on tour named 'Jenn' to come
21 stay in his room in St. Louis. 'Jenn' later complained to Ms. Ballinger, who was
22 staying in the adjacent connecting room, that this co-dancer pressured Jenn to have
23 sex with him. When she refused, the dancer became angry. 'Jenn' asked for Ms.
24 Ballinger not to leave Jenn alone and for help, to which Ms. Ballinger obliged.

25 21. On June 8, 2014 the incident was relayed to Ms. Easter, who found
26 it so disturbing that she went to Cher's tour director, Dorian Sanchez, and Cher's
27 vocal assistant, Dennis Thomas. Ms. Easter relayed that she was deeply troubled by
28 the incident and was subsequently taken to tour management, where she
communicated what she knew of the incident.

1 22. The individuals present in the room at the time were Bill Buntain,
2 tour accountant and coordinator, Nancy Shefts, tour manager, Hannah Hollings, road
3 manager, and Doriana Sanchez, tour director. At their insistence, Plaintiff Wilson was
4 asked to join Ms. Easter in another meeting with Cher's manager, Lindsay Scott, to
5 report this complaint again. Present in Scott's office were Lindsay Scott, Bill Buntain,
6 and Doriana Sanchez.

7 23. Ms. Easter and Mr. Wilson told Lindsay Scott about the alleged
8 sexual assault and sexual harassment perpetrated by the dancer toward the young
9 woman in his hotel room. Ms. Easter and Mr. Wilson were instructed not to tell
10 anyone what had transpired, not to alert Dowsett of this conversation, and were
11 informed that management would "*take care of the situation.*"

12 24. The tour went on a break from June 12 to June 18, 2014, during
13 which Plaintiffs were assured that the situation would be dealt with. When the tour
14 resumed on June 19, 2014, the perpetrating co-dancer was still employed and the
15 incident remained unmentioned. Ms. Easter returned to Doriana Sanchez to inquire as
16 to why the Dancer was still on the tour and no action had been taken. Ms. Easter was
17 assured once again that "management would deal with the situation."

18 25. Earlier this year, Cher auditioned new dancers for the tour with
19 Mr. Wilson, who choreographed the show. A minority female dancer particularly
20 impressed Mr. Wilson and Doriana Sanchez. When presented to Cher, Cher
21 commented, "We have too much color onstage" and requested a white, blonde dancer.
22 Mr. Wilson was instructed not to cast anymore dark skinned black dancers on the tour.
23 A blonde haired, blue-eyed female was subsequently hired. Despite Mr. Wilson taking
24 vast offense to this incredibly discriminatory comment, in fear of losing his job, Mr.
25 Wilson did not respond to this outrageous, insensitive racist remark.
26
27
28

1 26. On July 20, 2014, Plaintiffs Wilson, Easter, and Ballinger were
2 terminated from the tour, whilst the alleged sexual assailant remained gainfully
3 employed.

4 27. Upon termination of Plaintiffs' employment, they filed complaints
5 to pursue remedies under the California Department of Fair Employment and Housing
6 ("DFEH") and requested right-to-sue letters pursuant to *Government Code* Section
7 12965(b). The DFEH issued right-to-sue notices to Plaintiff Ballinger, Easter and
8 Wilson on August 4, August 5, and September 14, 2014, respectively.

9 28. Plaintiff Easter was presumptively discriminated against based on
10 age, as she is over forty years old. According to the "McDonnell-Douglas Test" any
11 plaintiff claiming age discrimination over the age of 40 raises a presumption of
12 discrimination. Plaintiff Wilson and Easter both were discriminated against based on
13 race, as they are both African American. In fact, Plaintiffs Wilson and Easter were the
14 only two dark skinned African-Americans in the show's cast. All Plaintiffs were
15 discriminated against based on retaliation, as they exposed their co-workers sexual
16 assault to Defendants and were subsequently terminated.

17 29. Defendants allege that Plaintiffs' terminations arise solely from
18 efforts to "down-size" the D2K performance as a result of budget cuts. This assertion
19 directly conflicts with recent news reports that each of the forty-nine shows on the
20 hugely successful D2K tour sold out. Cher's current CD "Dressed to Kill" debuted at
21 number three on the Billboard Pop Charts and includes the number one dance hit
22 "Woman's World." Moreover, the D2K tour has received some of the best reviews of
23 Cher's career and has grossed a reported \$54.9 million through only the end of its first
24 leg on July 11. Because of the show's vast success, a second leg of the tour has been
25 extended through the end of the year.

26 30. Defendants' budget cut claims are further undercut by the tour's
27 voluntary replacement of two dancers, which incurred additional costs in auditions
28

1 and rehearsals. These costs include payment of studio rental space, personnel, out-of-
2 town dancer accommodations, and wardrobe re-sizing.

3 31. The lawsuit is based in part on California's Whistleblower Statute,
4 *Labor Code* Section 1102.5, which imposes liability on any entity or person who
5 retaliates against an employee who engaged in protected whistleblowing activity. The
6 statute protects employees from retaliation for making internal complaints about
7 suspected violations of federal or state law. The law also extends whistleblower
8 protections to employees who report behavior that they reasonably believe to be
9 illegal to a supervisor, or other employee with authority to "investigate, discover or
10 correct."

11 32. Once it has been demonstrated that whistleblowing activity was a
12 contributing factor in the termination of the employee, the employer has the burden of
13 proof to demonstrate by clear and convincing evidence that the alleged action would
14 have occurred for legitimate, independent reasons.

15 33. Plaintiffs allege that the Defendants in this action will not be able
16 to meet that burden of proof, as Defendants cannot demonstrate by clear and
17 convincing evidence that the firings of her long tenured dancers occurred because of
18 "budget cuts".

19 **FIRST CAUSE OF ACTION BY ALL PLAINTIFFS AGAINST ALL**

20 **DEFENDANTS AND DOES 1-50, INCLUSIVE**

21 **(Violation of California Labor Code § 1102.5 (Whistle-Blower Statute))**

22 34. Plaintiffs hereby incorporate by reference the allegations contained
23 in the foregoing paragraphs as though fully set forth herein.

24 35. During the entire period of Plaintiffs' employment, and including
25 Plaintiffs' last month of employment, Plaintiffs made numerous and repeated
26 complaints to employees, managers, supervisors and managing agents of Defendants,
27 and each of them, of violation of State law and/or Federal law, regarding the sexual
28 assault of a female fan by an employee of defendant Isis while on tour.

1 36. Defendants, and each of them, retaliated against Plaintiff for
2 complaining about the foregoing violations of State and/or Federal law to Defendants,
3 and each of them, and wrongfully terminated Plaintiffs on or about July 20, 2014, in
4 violation of California *Labor Code* § 1102.5. When Plaintiffs were wrongfully
5 terminated, Plaintiffs' complaints of violations of State and/or Federal law were a
6 motivating factor and/or reason in Plaintiffs' termination.

7 37. By the acts herein alleged and in violation of California *Labor*
8 *Code* § 1102.5, Defendants, and each of them, made, adopted, and enforced rules,
9 regulations, and policies preventing Plaintiffs from disclosing information to
10 government and law enforcement agencies, where Plaintiff had reasonable cause to
11 believe that Defendants, were violating (1) unfair business practices laws, California
12 *Business and Professions Code* § 17200 et seq.

13 38. By the aforesaid acts and conduct of Defendants, each Plaintiff has
14 been directly and legally caused to suffer actual damages pursuant to California *Civil*
15 *Code* § 3333 including, but not limited to, loss of earnings and future earning
16 capacity, attorney's fees, and other pecuniary loss not presently ascertained, for which
17 Plaintiffs will seek leave of court to amend when ascertained.

18 39. As a direct and legal result of the acts and omissions of
19 Defendants, and each of them, Plaintiffs were rendered disordered, both internally and
20 externally, and suffered, among other things, numerous internal injuries, severe fright,
21 shock, pain, discomfort and anxiety. The exact nature and extent of said injuries are
22 not known to the Plaintiffs, who will pray leave of court to insert the same when they
23 are ascertained. Plaintiffs do not at this time know the exact duration or permanence
24 of said injuries, but are informed and believe, and thereon allege, that some of the said
25 injuries are reasonably certain to be permanent in character.

1 40. The aforementioned acts of Defendants, and each of them, were
2 willful, wanton, malicious, intentional, oppressive and despicable and were done in
3 willful and conscious disregard of the rights, welfare and safety of Plaintiffs, and were
4 done by managerial agents and employees of Defendants and DOES 1 through 100,
5 and with the express knowledge, consent, and ratification of managerial agents and
6 employees of Defendants and DOES 1 through 100, thereby justifying the awarding of
7 punitive and exemplary damages in an amount to be determined at the time of trial,
8 but not less than ten million dollars (\$10,000,000).

9 41. As a result of the acts of Defendants, and each of them, as alleged
10 herein, Plaintiffs are entitled to reasonable attorneys' fees and costs of said suit as
11 specifically provided in California *Code Of Civil Procedure* § 1021.5.

12 **SECOND CAUSE OF ACTION BY ALL PLAINTIFFS AGAINST ALL**

13 **DEFENDANTS AND DOES 1-50, INCLUSIVE**

14 **(For Employment Discrimination Based On Retaliation**
15 **Government Code § 12940)**

16 42. Plaintiffs hereby incorporate by reference the allegations contained
17 in the foregoing paragraphs as though fully set forth herein.

18 43. At all times herein mentioned, the public policy of the State of
19 California, as codified, expressed and mandated in California *Government Code* §
20 12940 was to prohibit employers from discriminating and retaliating against any
21 individual. This public policy of the State of California is designed to protect all
22 employees and to promote the welfare and well-being of the community at large.
23 Accordingly, the actions of Defendants, and each of them, in discriminating,
24 retaliating and terminating Plaintiff on the grounds of stated above, or for complaining
25 about such discrimination and retaliation, was wrongful and in contravention and
26 violation of the express public policy of the State of California, and the laws and
27 regulations promulgated thereunder.
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1 44. At all times herein mentioned, the public policy of the State of
2 California, as codified, expressed and mandated in California *Labor Code* § 1102.5,
3 was to prohibit employers from discriminating against, retaliating against and
4 terminating any individual on the grounds of their complaining of unlawful activity or
5 refusing to commit an unlawful act, i.e. complaining of Unfair Business Practices in
6 violation of California *Business and Professions Code* § 17200 et seq. and violations
7 of California *Government Code* § 12650 et seq. This public policy of the State of
8 California is designed to protect all employees and to promote the welfare and well
9 being of the community at large. Accordingly, the actions of Defendants, and each of
10 them, in discriminating, harassing and retaliating and constructively terminating
11 Plaintiff on the grounds alleged and described herein were wrongful and in
12 contravention and violation of the express public policy of the State of California, to
13 wit, the policy set forth in California *Labor Code* § 1102.5, et seq., and the laws and
14 regulations promulgated thereunder.

15 45. By the aforesaid acts and conduct of Defendants, and each of them,
16 Plaintiffs have been directly and legally caused to suffer actual damages pursuant to
17 California *Civil Code* § 3333 including, but not limited to, loss of earnings and future
18 earning capacity, medical and related expenses for care and procedures both now and
19 in the future, attorneys fees, and other pecuniary loss not presently ascertained, for
20 which Plaintiffs will seek leave of court to amend when ascertained.

21 46. As a direct and legal result of the acts and omissions of
22 Defendants, and each of them, Plaintiffs were rendered sick, sore, lame, disabled and
23 disordered, both internally and externally, and suffered, among other things, numerous
24 internal injuries, severe fright, shock, pain, discomfort and anxiety. The exact nature
25 and extent of said injuries are not known to the Plaintiffs, who will pray leave of court
26 to insert the same when they are ascertained.

1 47. As a further direct and legal result of the acts and conduct of
2 Defendants, as aforesaid, Plaintiffs have been caused, and did suffer, and continue to
3 suffer severe and permanent emotional and mental distress and anguish, humiliation,
4 embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature and
5 extent of said injuries is presently unknown to plaintiff, who will pray leave of court
6 to assert the same when they are ascertained.

7 48. The aforementioned acts of Defendants, and each of them, were
8 willful, wanton, malicious, intentional, oppressive and despicable and were done in
9 willful and conscious disregard of the rights, welfare and safety of Plaintiffs, and were
10 done by managerial agents and employees of Defendants and DOES 1 through 50, and
11 with the express knowledge, consent, and ratification of managerial agents and
12 employees of Defendants and DOES 1 through 50, thereby justifying the awarding of
13 punitive and exemplary damages in an amount to be determined at the time of trial,
14 but not less than ten million dollars (\$10,000,000).

15 49. As a result of the discriminatory acts of Defendants, and each of
16 them, as alleged herein, Plaintiffs are entitled to reasonable attorneys' fees and costs of
17 said suit as specifically provided in California *Code of Civil Procedure* § 1021.5.

18 **THIRD CAUSE OF ACTION BY PLAINTIFFS WILSON AND EASTER**

19 **AGAINST ALL DEFENDANTS AND DOES 1-50, INCLUSIVE**

20 **(For Employment Discrimination Based On Race**
21 **California Government Code§ 12900 Et Seq.)**

22 50. Plaintiffs hereby incorporate by reference the allegations contained
23 in the foregoing paragraphs as though fully set forth herein.

24 51. At all times relevant to this complaint, California *Government*
25 *Code* § 12900 *et seq.* and its implementing regulations were in full force and effect.
26 Under California *Government Code* § 12940(a), it is unlawful for an employer to
27 terminate or otherwise discriminate against a person in compensation or in terms of
28

1 condition or privileges of employment on account of age, disability, national origin,
2 race, religion or sex.

3 52. As set forth above, Plaintiffs Wilson and Easter are African-
4 American persons and members of a protected class.

5 53. Plaintiff Suzanne Easter's race was a motivating factor in
6 Defendants' decision to discriminate against and eventually terminate Easter. Such
7 discrimination violates *Government Code* § 12940(a) and has resulted in damage to
8 Plaintiff Easter.

9 54. Plaintiff Kevin Wilson's race was a motivating factor in
10 Defendants' decision to discriminate against, harass and eventually terminate Wilson.
11 Such discrimination violates *Government Code* § 12940(a) and has resulted in damage
12 to Plaintiff Wilson.

13 55. As a direct and proximate result of Defendants' wrongful conduct,
14 Plaintiffs Easter and Wilson have each suffered damages including, but not limited to,
15 loss of income and benefits, and have suffered emotional distress and other damages.

16 56. In doing the things alleged herein, Defendants' conduct was
17 despicable. Defendants acted toward Plaintiffs Wilson and Easter with malice,
18 oppression, fraud, and with willful and conscious disregard to Plaintiffs' rights,
19 entitling each Plaintiff to awards of punitive damages, in a sum according to proof at
20 trial, but not less than ten million dollars (\$10,000,000).

21 57. As a result of the discriminatory acts of Defendants, and each of
22 them, as alleged herein, Plaintiffs are entitled to reasonable attorneys' fees and costs of
23 said suit as specifically provided in *California Code of Civil Procedure* § 1021.5.
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1 **FOURTH CAUSE OF ACTION BY PLAINTIFF EASTER**
2 **AGAINST ALL DEFENDANTS AND DOES 1-50, INCLUSIVE**

3 **(For Employment Discrimination Based On**
4 **Age Govt. Code § Sec. 12940 (A))**

5 58. Plaintiff Easter hereby incorporates by reference the allegations
6 contained in the foregoing paragraphs as though fully set forth herein.

7 59. Plaintiff Easter was at all times material hereto an employee
8 governed by *Government Code* § 12940(A) ("FEHA"), among other things,
9 prohibiting discrimination in employment on the basis of age.

10 60. Easter is a member of a class protected by FEHA, in that she is an
11 African American woman over the age of 40.

12 61. Defendants have wrongfully and unlawfully discriminated against
13 her because of her age in violation of the FEHA by engaging in the course of conduct
14 set forth in the preceding paragraphs of this Complaint, as well as herein and below.
15 Easter's age was a motivating factor in Defendants' acts with respect to Easter.

16 62. Defendants' actions toward Easter constitute unlawful
17 discrimination against her in the terms, conditions and privileges of her employment
18 based on age, in violation of Section 12940(a) of the FEHA.

19 63. As a proximate result of Defendants' discriminatory actions
20 against her, in violation of the FEHA, Easter has been harmed in that she has suffered
21 the loss of the wages, salary, benefits, seniority, and additional amounts of money she
22 would have received if she had not been discriminated against by Defendants. As a
23 result of such discrimination and consequent harm, Easter has suffered damages in an
24 amount according to proof.

25 64. As a further proximate result of Defendants' discriminatory actions
26 against Easter, as alleged above, in violation of the FEHA, Easter has been harmed in
27 that Easter has suffered the intangible loss of such employment-related opportunities
28 and Easter suffered harm to her reputation, employability and earning capacity.

1 65. As a result of such discrimination and consequent harm, Easter
2 suffered damages in an amount according to proof.

3 66. As a further proximate result of Defendants' discriminatory actions
4 against her in violation of the FEHA, Easter has been harmed in that she has suffered
5 humiliation, mental anguish, and emotional and physical distress, and has been injured
6 in mind and body as follows: Easter has suffered and continues to suffer sleeplessness,
7 crying spells, anxiety, and irritability. As a result of such discrimination and
8 consequent harm, Easter has suffered damages in an amount according to proof.

9 67. As a result of the discriminatory acts of Defendants, and each of
10 them, as alleged herein, Plaintiffs are entitled to reasonable attorneys' fees and costs of
11 said suit as specifically provided in California *Code of Civil Procedure* § 1021.5.

12 **FIFTH CAUSE OF ACTION BY ALL PLAINTIFFS AGAINST**

13 **ALL DEFENDANTS AND DOES 1-50, INCLUSIVE**

14 **(For Violation Of California's Unfair Competition Law**
15 **Business And Professions Code Section 17200)**

16 68. Plaintiffs hereby incorporate by reference the allegations contained
17 in the foregoing paragraphs as though fully set forth herein.

18 69. *Business and Professions Code* section 17200 *et seq.* defines unfair
19 competition to include any "unfair," "unlawful" or "deceptive" business practice.
20 California's Unfair Competition Law also provides for injunctive relief and restitution
21 for violations.

22 70. Defendants have committed numerous unfair, unlawful, or
23 deceptive business practices described herein and these practices have worked to the
24 detriment of Plaintiffs and others.

25 71. Plaintiffs are informed and believe and thereon allege that
26 Defendants continue to engage in the practices described herein and is continuing and
27
28

1 will continue to benefit financially from these unlawful and unfair practices unless
2 enjoined by this court from doing so.

3 72. As a proximate result of Defendants' actions, Plaintiffs have
4 suffered injury in fact and lost money or property including by and through his
5 termination.

6 73. The actions of Defendants detailed herein against Plaintiff
7 constitute unfair, unlawful and deceptive business practices, and further, constitute
8 actions for which injunctive relief and restitution are available.

9 74. Under *Business and Professions Code* section 17200 *et seq.*,
10 Plaintiffs are entitled to restitution of all funds, which lawfully should have been paid
11 as wages, civil penalties, or other penalties to Plaintiff by Defendants, together with
12 interest thereon, as well as costs and reasonable attorney's fees pursuant to statute.

13 75. Under *Business and Professions Code* section 17200 *et seq.*,
14 Defendants may be compelled to disgorge any and all ill-gotten profits and benefits
15 received from the conduct described herein together with payment of civil penalties,
16 or other penalties, as well as costs and reasonable attorney's fees pursuant to statute.

17 76. Under *Business and Professions Code* section 17200 *et seq.*,
18 Defendants should be enjoined from any and all unfair, unlawful and deceptive
19 business practices as described herein in the future.

20 **SIXTH CAUSE OF ACTION BY ALL PLAINTIFFS AGAINST ALL**
21 **DEFENDANTS AND DOES 1-50, INCLUSIVE**
22 **(Injunctive Relief Cal. Civ. Code Section 3367(2),)**

23 77. Plaintiffs hereby incorporate by reference the allegations contained
24 in the foregoing paragraphs as though fully set forth herein.

25 78. Plaintiffs hereby request from the court a mandatory injunction
26 reinstating their previous positions on the D2K Tour. In accordance with *Cal. Civ.*
27 *Code* Section 3367(2), Plaintiffs request that Defendants are mandated to
28 affirmatively re-hire Plaintiffs. Plaintiffs are informed and believe and thereon allege

1 that the tour restarts in two weeks and unless the court grants extraordinary relief, the
2 Plaintiffs will face a serious risk of irreparable injury.

3 79. Plaintiffs further request from the court a prohibitory injunction as
4 a form of preventive relief, restraining Defendants from engaging in discriminatory
5 behavior. In accordance with California *Civil Code* Section 3368, Defendants must be
6 prohibited from doing that which ought not to be done.

7 80. Absent injunctive relief, Defendants' unfair and discriminatory
8 business practices will cause Plaintiffs to suffer irreparable harm as barred from
9 participating in the D2K Tour. An injunction is necessary as Plaintiffs are currently,
10 continually losing wages as well as the status of their professional reputations.
11 Compensation alone would be insufficient to provide Plaintiffs with a plain, speedy
12 and adequate remedy in the ordinary course of law.

13 81. A comparison of the harm to Defendants in issuing an injunction
14 versus the harm to Plaintiffs in withholding it, on balance favors Plaintiffs.

15 82. If not enjoined by order of this Court, Defendants will cause
16 Plaintiffs to suffer irreparable injury.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs' demand judgment against Defendants, and each of
19 them, as follows:

- 20 a. For general damages in a sum according to proof;
21 b. For special damages in a sum according to proof;
22 c. For injunctive relief reinstating Plaintiffs' employment;
23 d. For punitive and exemplary damages in a sum of \$10 million;
24 e. For reasonable attorneys fees incurred by Plaintiffs' in obtaining the
25 benefits' due to them under the employment contract;
26 f. For interest at the legal rate thereon;
27 g. For costs of suit occurred;
28

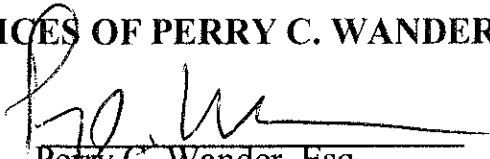
1 h. For an order enjoining Defendants from continuing their discriminatory
2 employment practices,

3 i. For an order mandating a permanent, prohibitory injunction restraining
4 Defendants, agents, employees, officers, and representatives from terminating
5 Plaintiffs' positions on the D2K tour,

6 j. For such other and further relief as the Court deems just and proper.
7

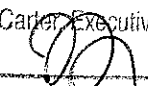
8 DATED: September 17, 2014

LAW OFFICES OF PERRY C. WANDER


Perry C. Wander, Esq.
Attorney for Plaintiffs

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 18 2014

Sherri R. Carter, Executive Officer/Clerk
By  Deputy

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

LAW OFFICES OF PERRY C. WANDER
9454 WILSHIRE BLVD. PH
BEVERLY HILLS, CA 90212

TELEPHONE NO.: 310-274-9985

FAX NO.:

ATTORNEY FOR (Name): PLAINTIFFS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 1725 MAIN STREET

MAILING ADDRESS:

CITY AND ZIP CODE: SANTA MONICA, CA 90401

BRANCH NAME: WEST DISTRICT

CASE NAME:

BALLING V. CHER

CIVIL CASE COVER SHEET

- ☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

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

CASE NUMBER:

SC 123131

JUDGE: LISA HART COLE

DEPT:

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

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

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

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

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

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

Employment

- ☒ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 6

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: SEPTEMBER 17, 2014
PERRY C. WANDER

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: BALLING V. CHER	CASE NUMBER
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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:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL ⁵ ☐ 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.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office |
|---|---|

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <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.

SHORT TITLE: BALLING V. CHER	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Employment	Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	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.

SHORT TITLE: BALLING V. CHER	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
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"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.	
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.	
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
	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: BALLING V. CHER	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 type="checkbox"/> 2. <input checked="" 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: ISIS PRODUCTIONS, INC. 9100 WILSHIRE BLVD. #1000 BEVERLY HILLS, CA 90212
CITY: BEVERLY HILLS	STATE: CA	ZIP CODE: 90212

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 SANTA MONICA courthouse in the WEST 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: SEPTEMEBR 17, 2014


 (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.