

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: JOE'S JEANS INC., a Delaware
(AVISO AL DEMANDADO): corporation, and DOES 1-10,
inclusive,

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

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 04 2010

John A. Clarke, Executive Officer/Clerk

By Jennifer Denham, Deputy

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BRANDO ENTERPRISES, L.P., a Delaware limited
partnership

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 COUNTY SUPERIOR COURT
West District
1725 Main St.
Santa Monica, CA 90401

CASE NUMBER: **SC107840**
(Número del Caso)

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):
Jeffrey I. Abrams (SBN 162735) (310) 478-4100
Wolf, Rifkin, Shapiro, Schulman & Rankin, LLP
11400 W. Olympic Blvd., Suite 900
Los Angeles, CA 90064

DATE: _____ Clerk, by _____, Deputy
(Fecha) (Secretario) (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)).

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):

(SEAL)

1 JEFFREY I. ABRAMS (State Bar No. 162735)
2 CHARLES J. HARDER (State Bar No. 184593)
3 WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
4 11400 West Olympic Boulevard, Ninth Floor
5 Los Angeles, California 90064-1582
6 Telephone: (310) 478-4100
7 Facsimile: (310) 479-1422

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OF ORIGINAL FILED
Los Angeles Superior Court
MAY 04 2010
John A. Clarke, Executive Officer/Clerk
By Jennifer Denham, Deputy

8 Attorneys for Plaintiff
9 Brando Enterprises, L.P.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – WEST DISTRICT**

12 BRANDO ENTERPRISES, L.P., a
13 Delaware limited partnership;
14
15 Plaintiff,
16
17 v.
18 JOE'S JEANS INC., a Delaware
19 corporation, and DOES 1-20, inclusive,
20 Defendants.

Case No. **SC107840**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

- 1. VIOLATION OF CALIFORNIA
CIVIL CODE § 3344.1; and
- 2. UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

CASE MANAGEMENT CONFERENCE
Dep't m
AUG 23 2010
Date **LINDA K. LEFKOWITZ**
8:30

21 Plaintiff Brando Enterprises, L.P. hereby alleges as follows:

22 **SUMMARY OF THE ACTION**

23 1. Plaintiff Brando Enterprises, L.P. (“Brando Enterprises” or “Plaintiff”) owns all
24 of the intellectual property rights, including all publicity rights, of and associated with the
25 legendary late actor Marlon Brando, whose name and identity have tremendous commercial
26 value. Among other things, Plaintiff recently has entered into licensing agreements with such
27 leading companies as MasterCard, Dolce & Gabbana and Triumph Motorcycle, as well as a
28 multi-year, multi-million dollar licensing agreement in connection with a hotel and resort on the
French Polynesian atoll of Tetiaroa called “The Brando.”

1 2. Defendant Joe's Jeans Inc. has used the name and mark "The Brando" in
2 marketing and promotional materials for Defendant's line of high-end apparel products, namely
3 a line of leather jackets called "The Brando." (Copies of representative samples of these
4 marketing and promotional materials are attached hereto as Exhibit "A.").

5 3. Defendant Joe's Jeans Inc., a publicly traded company that describes itself as one
6 of the most-recognized premium denim brands in the world, and which each year licenses its
7 own intellectual property to third parties for millions of dollars, used the Marlon Brando name,
8 identity and persona for commercial purposes without seeking or obtaining the approval of
9 Brando Enterprises, and without paying any compensation to Brando Enterprises for the use of
10 such rights, let alone compensation commensurate with the substantial commercial value of
11 such rights. Brando Enterprises therefore seeks monetary damages, statutory damages, punitive
12 damages and a preliminary and permanent injunction to stop all future uses of the Marlon
13 Brando publicity rights.

14 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15 The Parties

16 4. Plaintiff Brando Enterprises is a Delaware limited partnership organized and
17 existing under the laws of the State of Delaware, with its principal place of business located in
18 the County of Los Angeles, State of California.

19 5. Plaintiff is informed and believes and based thereon alleges that defendant Joe's
20 Jeans Inc. ("Joe's Jeans" or "Defendant") is, and at all times relevant hereto was, a corporation
21 organized and existing under the laws of the State of Delaware, and doing business in the
22 County of Los Angeles, State of California.

23 6. Plaintiff is informed and believes and based thereon alleges that the fictitiously-
24 named Defendants sued herein as Does 1 through 20, and each of them, are in some manner
25 responsible or legally liable for the actions, events, transactions and circumstances alleged
26 herein. The true names and capacities of such fictitiously-named Defendants, whether
27 individual, corporate, associate or otherwise, are presently unknown to Plaintiff, and Plaintiff
28 will seek leave of Court to amend this Complaint to assert the true names and capacities of such

1 fictitiously-named Defendants when the same have been ascertained. For convenience, each
2 reference to a named Defendant herein shall also refer to Does 1 through 20. All defendants,
3 including both the named defendants and those referred to herein as Does 1 through 20, are
4 sometimes collectively referred to herein as "Defendants."

5 7. Plaintiff is informed and believes and based thereon allege that Defendants, and
6 each of them, were and are the agents, employees, partners, joint-venturers, co-conspirators,
7 owners, principals and employers of the remaining Defendants, and each of them are, and at all
8 times herein mentioned were, acting within the course and scope of that agency, partnership,
9 employment, conspiracy, ownership or joint venture. Plaintiff further is informed and believes
10 and based thereon alleges that the acts and conduct herein alleged of each of the Defendants
11 were known to, authorized by and/or ratified by the other Defendants, and each of them.

12 Marlon Brando Intellectual Property Rights

13 8. On July 1, 2004, Marlon Brando died in Los Angeles, California.

14 9. Upon his death, all of Mr. Brando's intellectual property rights, including his rights
15 of publicity (collectively, the "Brando IP Assets"), were first transferred to Mr. Brando's estate
16 and then to a trust, and were subsequently transferred to plaintiff Brando Enterprises, which
17 owns and controls the Brando IP Assets.

18 10. The name, identity and persona of Marlon Brando are instantly recognized by the
19 public and have substantial commercial value.

20 11. Plaintiff exercises careful consideration before permitting the commercial use of
21 the Marlon Brando publicity rights to ensure that they are associated with high quality products,
22 entertainment, services and/or companies, and to ensure that the value of the name, mark and
23 publicity rights are not diminished, either by association with products, entertainment, services
24 and/or companies that Plaintiff does not desire to support, and/or by over-saturation of the
25 name, mark and publicity rights. Plaintiff will not voluntarily allow the name, mark or publicity
26 rights of Marlon Brando to be used for commercial purposes unless Plaintiff carefully selects
27 the product or service, and unless the compensation paid for such use is both commensurate
28 with the value of the exploitation of the name, mark and publicity rights, and sufficient to

1 compensate Plaintiff for any potential diminution in value resulting from the commercial use of
2 the name, mark and publicity rights.

3 12. The name, image, identity and persona of Marlon Brando are highly valuable.
4 Marlon Brando is regarded as one of the greatest actors of all time by film critics, motion
5 picture trade associations, major media organizations, and the public. Marlon Brando won
6 numerous acting awards throughout his long and successful acting career including, among
7 many others, two Academy Awards for Best Actor in a Leading Role in 1955 for his portrayal
8 of "Terry Malloy" in *On the Waterfront*, and in 1973 for his portrayal of "Don Vito Corleone"
9 in *The Godfather*. The following is a list of films starring Marlon Brando during his 50 year
10 career:

11	<i>The Score</i> (2001)	<i>The Countess From Hong Kong</i> (1967)
12	<i>Free Money</i> (1998)	<i>The Appaloosa</i> (1966)
13	<i>The Brave</i> (1997)	<i>The Chase</i> (1966)
14	<i>The Island of Dr. Moreau</i> (1996)	<i>Morituri</i> (1965)
15	<i>Don Juan DeMarco</i> (1994)	<i>Bedtime Story</i> (1964)
16	<i>Christopher Columbus: The Discovery</i> (1992)	<i>The Ugly American</i> (1963)
17	<i>The Freshman</i> (1990)	<i>Mutiny on the Bounty</i> (1962)
18	<i>A Dry White Season</i> (1989)	<i>One-Eyed Jacks</i> (1961)
19	<i>The Formula</i> (1980)	<i>The Fugitive Kind</i> (1960)
20	<i>Apocalypse Now</i> (1979)	<i>The Young Lions</i> (1958)
21	<i>Superman</i> (1978)	<i>Sayonara</i> (1957)
22	<i>The Missouri Breaks</i> (1976)	<i>The Teahouse of the August Moon</i> (1956)
23	<i>Last Tango in Paris</i> (1972)	<i>Guys and Dolls</i> (1955)
24	<i>The Godfather</i> (1972)	<i>Desirée</i> (1954)
25	<i>The Nightcomers</i> (1971)	<i>On the Waterfront</i> (1954)
26	<i>Burn!</i> (1969)	<i>The Wild One</i> (1953)
27	<i>The Night of the Following Day</i> (1968)	<i>Julius Caesar</i> (1953)
28	<i>Good Grief It's Candy</i> (1968)	<i>Viva Zapata!</i> (1952)
	<i>Reflections in a Golden Eye</i> (1967)	<i>A Streetcar Named Desire</i> (1951)
	<i>Woman Times Seven</i> (1967)	<i>The Men</i> (1950)

23 13. Among many other honors and awards, Marlon Brando received a Star on the
24 "Hollywood Walk of Fame" located at 1777 Vine Street. Mr. Brando also was awarded the
25 Golden Globe awards for World Film Favorite, Male, for 1955, 1972 and 1973, respectively.

26 14. The American Film Institute ("AFI") periodically surveys 1,800 leaders throughout
27 the film industry to determine their collective opinion regarding the greatest acting legends of all
28 time, and also the greatest motion pictures of all time. According to its latest surveys, Marlon

1 Brando ranks fourth (4th) on the AFI list of the All-Time Greatest Male Acting Legends.
2 Moreover, four of the films in which Mr. Brando starred rank within AFI's Top 100 of all-time
3 greatest motion pictures: *The Godfather* (#2), *On the Waterfront* (#19), *Apocalypse Now* (#30)
4 and *A Streetcar Named Desire* (No. 47). Quotes from three (3) of Mr. Brando's films are ranked
5 within AFI's Top 100 Movie Quotes of all time, including:

<u>Film</u>	<u>Rank</u>	<u>Quote</u>
<i>The Godfather</i>	2	"I'm going to make him an offer he can't refuse."
<i>On The Waterfront</i>	3	"You don't understand! I coulda had class. I coulda been a contender. I could've been somebody, instead of a bum, which is what I am."
<i>Streetcar Named Desire</i>	45	"Stella! Hey, Stella!"

12 15. On June 14, 1999, *Time* magazine listed Marlon Brando as one of the "Time 100
13 Persons of the Century."

14 16. Marlon Brando and the successors of the Brando IP Assets, including Brando
15 Enterprises, have, on limited occasions, agreed to license certain of Mr. Brando's publicity
16 rights for commercial purposes after careful evaluation of the product or service that would be
17 advertised, and only when the monetary compensation and other benefits were sufficient for the
18 rights being exploited, and only when the use fit within an overall publicity strategy for the
19 commercialization of Marlon Brando's name, image, identity, persona and legacy.

20 17. Among other commercial uses, Plaintiff recently has entered into licensing
21 agreements with such companies as MasterCard, Dolce & Gabbana and Triumph Motorcycles,
22 and has licensed certain of the Brando IP Assets for use in conjunction with a hotel and resort
23 on the French Polynesian atoll of Tetiaroa called "The Brando," which will result in millions of
24 dollars being paid to Plaintiff once the hotel and resort, which are currently under construction,
25 open for business in 2012.

Defendants' Wrongful Conduct

26
27 18. Plaintiff is informed and believes and on that basis alleges that defendant Joe's
28 Jeans is a company publicly traded on NASDAQ which designs, sources and distributes high-

1 end branded apparel products sold through over 1,200 retail outlets in the United States and
2 throughout the world.

3 19. Plaintiff is informed and believes and on that basis alleges that Defendants
4 intentionally and prominently used the name, identity and persona of Marlon Brando, and the
5 mark "THE BRANDO," in advertisements, marketing and promotional materials (collectively,
6 "Advertisements") for high-end leather jackets (the "Infringing Product") offered for sale by
7 Defendants. The Advertisements consistently and repeatedly use the name and mark "The
8 Brando." One of the Advertisements, an e-newsletter, expressly referred to "The Wild One,"
9 one of Mr. Brando's most famous motion pictures, and featured a shoe called the "Stella," the
10 leading female character in "Streetcar Named Desire" and the subject of Mr. Brando's famous
11 quote – "Stella. Hey, Stella!" – recognized by AFI as one of the most famous movie quotes of all
12 time. Defendants used the Brando name, identity and persona for the purpose of attracting
13 attention to the Infringing Product, and enhancing the advertising and marketing thereof, as it is
14 irrefutable that Defendants' use of the name and mark "Brando" was intended to refer to actor
15 Marlon Brando, and not to any other person or thing.

16 20. At no time did Plaintiff ever give permission to Defendants to use the name and
17 mark "Brando" or "The Brando," or the identity or persona of Marlon Brando, in the
18 Advertisements, or in association with the Infringing Product, nor has Plaintiff ever received any
19 compensation for such unauthorized commercial use of the Brando publicity rights.

20 21. Plaintiff is informed and believes and based thereon alleges that Defendants
21 intentionally, negligently and/or knowingly used the Marlon Brando name, identity and persona
22 in the Advertisements for the purpose of advertising and promoting the Infringing Product.

23 22. Plaintiff has developed and cultivated the name, identity and persona of Marlon
24 Brando to create celebrity and universal recognition and Defendants have, without any right, title
25 or authorization, misappropriated Plaintiff's valuable rights and the resulting success and
26 popularity of Marlon Brando by unlawfully using his name, identity and persona for the
27 aforesaid commercial purposes.
28

FIRST CAUSE OF ACTION

(Misappropriation of Right of Publicity – California Civil Code §3344.1

Against All Defendants, including Does 1 through 20)

23. Plaintiff repeats, re-alleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 22, inclusive, as though fully set forth herein.

24. The conduct of Defendants, as alleged hereinabove, constitutes a violation of Section 3344.1 of the California Civil Code due to the knowing and unauthorized use of Marlon Brando's name, identity and persona for commercial purposes, which have substantial commercial value.

25. As a direct and proximate result of the aforesaid wrongful acts of Defendants, Plaintiff has been damaged in an amount that is not yet fully ascertainable, but which exceeds the jurisdictional minimum of this Court. When Plaintiff has ascertained the full amount of its damages, it will seek leave of Court to amend this Complaint accordingly.

26. As a direct and proximate result of the aforesaid wrongful acts of Defendants, Plaintiff has incurred, and will continue to incur, substantial attorneys' fees and costs. Plaintiff is entitled to an award of its attorneys' fees and costs incurred in connection with this action pursuant to Section 3344.1(a)(1) of the California Civil Code.

27. By reason of the aforesaid wrongful acts of Defendants, in addition to the relief sought hereinabove, Plaintiff is entitled to an accounting of all of Defendants' revenues and profits associated with the unauthorized use of Marlon Brando's name, identity and persona, and to an award of all such sums. By reason of Defendants' wrongful acts as alleged hereinabove, Defendants are involuntary trustees holding all such sums in their possession under a constructive trust for the benefit of Plaintiff with a duty to transfer the same to Plaintiff forthwith.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants, in doing the things herein alleged, acted willfully, maliciously and oppressively, and with full knowledge of the adverse effect of their actions on Plaintiff and with willful and deliberate disregard for the consequences to Plaintiff. By reason thereof, Plaintiff is entitled to recover

1 punitive and exemplary damages from Defendants in an amount to be determined at the time of
2 trial.

3 29. Plaintiff also seeks a preliminary and permanent injunction to prohibit Defendants
4 from any further commercial use of Plaintiff's publicity rights, including Mr. Brando's name,
5 photograph, likeness, image, voice, sound-alike voice, signature, identity and persona.

6 **SECOND CAUSE OF ACTION**

7 (For Unjust Enrichment Against

8 All Defendants, including Does 1 through 20)

9 30. Plaintiffs repeat, re-allege, adopt and incorporate each and every allegation
10 contained in Paragraphs 1 through 22, inclusive, as though fully set forth herein.

11 31. As a result of the wrongful acts of Defendants, and each of them, as hereinabove
12 alleged, Defendants, and each of them, have been unjustly enriched and benefited. Such unjust
13 enrichment and benefits include, but are not limited to: (1) the value of the use of Marlon
14 Brando's name, identity and persona for the commercial purposes made thereof by Defendants;
15 and (2) the amount of Defendants' revenues and profits attributable to the use of Marlon
16 Brando's name, identity and persona as alleged herein.

17 32. Defendants, and each of them, are under an obligation to pay Plaintiff, forthwith,
18 the entire amount by which they have been unjustly enriched, and Plaintiff is entitled to the
19 imposition of a constructive trust, such that Defendants, and each of them, are involuntary
20 trustees holding all such sums in their possession for the benefit of Plaintiff with a duty to
21 transfer the same to Plaintiff forthwith.

22 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally,
23 as follows:

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

25 1. General and special damages in accordance with proof at trial, together with
26 interest thereon at the legal rate;

27 2. An award of the revenues and profits received by Defendants as a result of the
28 unauthorized use of Marlon Brando's name, identity and persona and/or other publicity rights;

1 3. Exemplary and punitive damages in an amount according to proof at the time of
2 trial;

3 4. An award of Plaintiff's attorneys' fees;

4 5. Preliminary and permanent injunction prohibiting Defendants and their affiliated
5 companies from any further use of the Marlon Brando publicity rights (including without
6 limitation name, image, identity, persona, voice, or signature) without Plaintiff's express written
7 permission in advance.

8 **AS TO THE SECOND CAUSE OF ACTION:**

9 6. General and special damages in an amount according to proof at trial, together with
10 interest thereon at the legal rate;

11 7. Imposition of a constructive trust on all monies and sums received by Defendants
12 as a result of their misappropriation of the Marlon Brando publicity rights (including without
13 limitation name, image, identity, persona, voice, or signature), with interest thereon at the legal
14 rate;

15 8. Preliminary and permanent injunction prohibiting Defendants and their affiliated
16 companies from any further use of the Marlon Brando publicity rights (including without
17 limitation name, image, identity, persona, voice, or signature) without Plaintiff's express written
18 permission in advance.

19 **AS TO ALL CAUSES OF ACTION:**

20 9. For all costs of suit incurred herein; and

21 10. For such other and further relief as the Court may deem to be just and proper.

22 Dated: May 4, 2010

23 WOLF, RIFKIN, SHAPIRO,
24 SCHULMAN & RABKIN, LLP

25 By: 

26 JEFFREY I. ABRAMS
27 Attorneys for Plaintiff
28 BRANDO ENTERPRISES, L.P.

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DEMAND FOR JURY TRIAL

Plaintiff Brando Enterprises, L.P. hereby demands a trial by jury.

Dated: May 4, 2010

WOLF, RIFKIN, SHAPIRO,
SCHULMAN & RABKIN, LLP

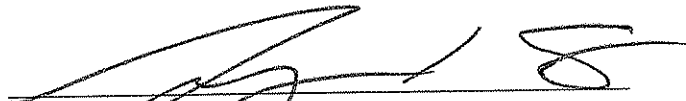
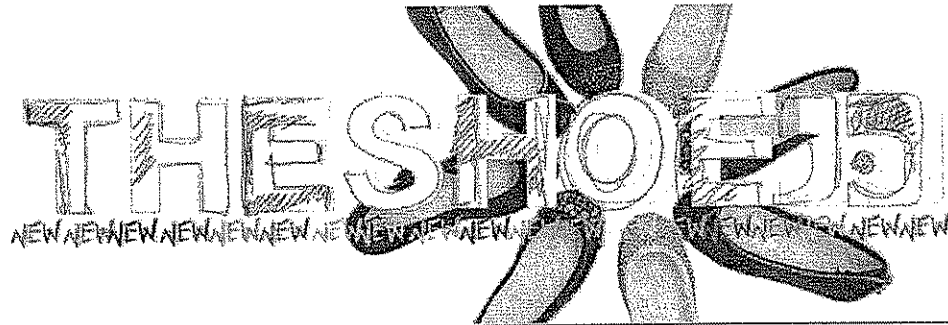
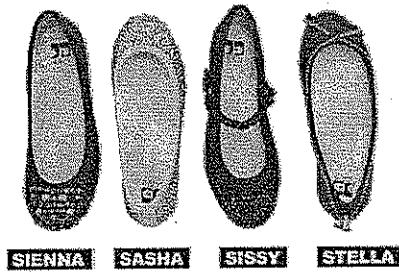
By: 
JEFFREY I. ABRAMS
Attorneys for Plaintiff
BRANDO ENTERPRISES, L.P.

EXHIBIT "A"

Email not displaying correctly? [View it in your browser](#)



all they need is love... **A SUCCESSFUL DEBUT**
THE SHOE BY JOE'S HAS ARRIVED!



JOE'S

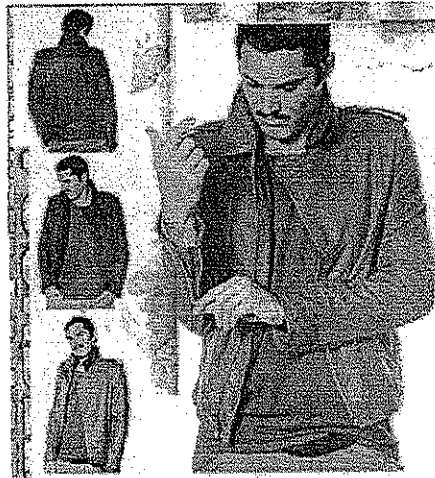
The Ballet is a Hit!

Beautifully hand worked ballet flats from JOE'S with embellished studding and rhinestone details on soft leather everyone wants to Swan Lake in these...

Do not pirouette too fast and miss the rest of the collection *Coming Soon!* - The Wedges, essential for Spring and Summer denim pair with our famous Whites...

JOE'S The Sandal, a chic solution for the casual Summer flat wrapping your feet in the softest leather.

The Ballet's at \$120-\$145 per pair
Treat your feet to JOE'S Love...because all they really need is LOVE...The Shoe



Meet The Brando by JOE'S

Be The Wild One in JOE'S modern design to a vintage classic. This supple lambskin motorcycle jacket rides well in both Jet Black and Taupe.

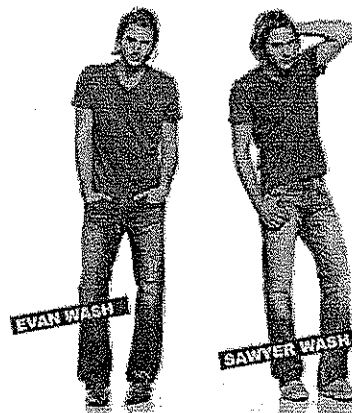
Be Inspired by Brando's brooding style...pair with the Sawyer or Evan wash and The Tee in Maverick

The Brando

The Shoe from JOE'S

The Brands

5/3/10 3:03 AM



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Joe's Jeans offers a full line of Men's and Women's denim and collection. Joe's continuously introduces new rinses, denim grades, and hand finished jeans each season. Joe's Jeans, a leader in Denim.

Copyright (C) 2010 JOE'S JEANS All rights reserved.

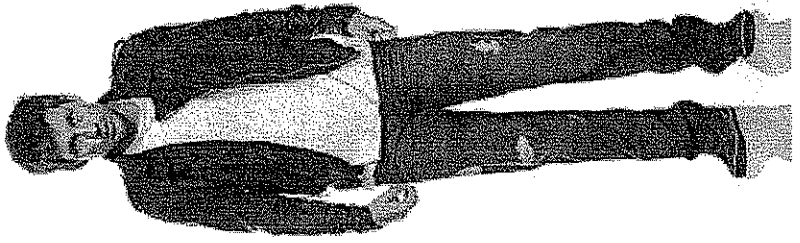
You are receiving this email because you opted in at JoesJeans.com or at one of our retail locations

JOE'S JEANS
2340 S Eastern Ave
Commerce, Ca 90040

[Add us to your address book](#)



- WOMEN
- THE JEANS
- NEW - THE PANT
- THE LEGGING
- NEW - THE T
- NEW - THE SHOE
- THE BAG
- THE BELT
- THE SHIRT
- MEN
- THE JEANS
- NEW - THE PANT
- THE BRANDO jacket
- THE JAKOBI FLAP POCKET shorts
- NEW - THE T
- THE BELT
- THE SHIRT
- JOE'S SALE



THE BRANDO

jacket
STYLE#M2051039-JET1

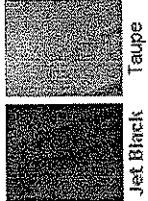
The Brando Motor Jacket in JET BLACK.
100% Lamb Skin

\$539.00

SIZE S

QUANTITY 1

OTHER COLORS



Jet Black Taupe

Add to cart	Add to wishlist
FAR	Customer Service

JOE'S ALSO SUGGESTS...

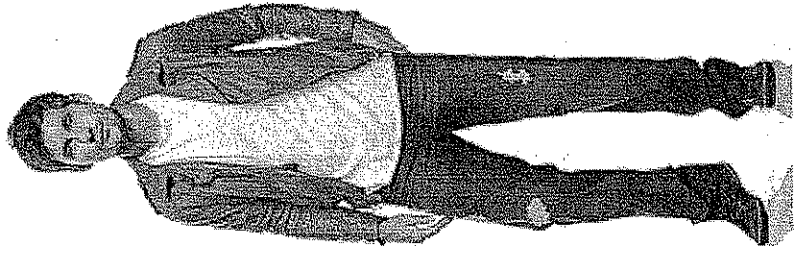


search JOES®

my account - login - register - free shipping

shops retail locations looks blog search company

- WOMEN**
- THE JEANS
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- THE JEANS
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- THE BRANDO jacket
- THE JAKOB FLAP POCKET shorts
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- THE SHIRT
- JOE'S SALE**



THE BRANDO
jacket
STYLE#M2051039-TAU1

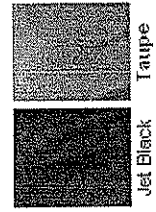
The Brando Motor Jacket in TAUPE.
100% Lamb Skin.

\$539.00

SIZE:

QUANTITY:

OTHER COLORS



[Add to wishlist](#)
[Customer Service](#)
[FAQ](#)

JOE'S ALSO SUGGESTS...



COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address): Jeffrey I. Abrams (SBN 162735) Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP 11400 W. Olympic Blvd., Suite 900

Los Angeles, CA 90064 TELEPHONE NO.: (310) 478-4100 FAX NO.: (310) 479-1422 ATTORNEY FOR (Name): Plaintiff, Brando Enterprises, L.P.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 1725 Main St. MAILING ADDRESS: CITY AND ZIP CODE: Santa Monica, CA 90401 BRANCH NAME: WEST DISTRICT

CASE NAME: BRANDO ENTERPRISES, L.P., a Delaware limited partnership v. JOE'S JEANS INC., a Delaware corporation, and DOES 1-10, inclusive

CIVIL CASE COVER SHEET [X] 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: SC107840 JUDGE: LINDA K. LEFKOWITZ DEPT:

FOR COURT USE ONLY CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court MAY 04 2010 John A. Clarke, Executive Officer/Clerk By Jennifer Denham, Deputy

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, Contract, Provisionally Complex Civil Litigation, Other PI/PD/WD, Real Property, Enforcement of Judgment, Non-PI/PD/WD, Unlawful Detainer, Miscellaneous Civil Complaint, Employment, Judicial Review, Miscellaneous Civil Petition

2. This case [] is [X] 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. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive 4. Number of causes of action (specify): Two (Right of Publicity & Unjust Enrichment) 5. This case [] is [X] 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 4, 2010 Jeffrey I. Abrams (SBN 162735) (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.

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 collections 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

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

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS/ DAYS

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

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

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

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

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

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

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.	
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.	
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	

SHORT TITLE: Brando Enterprises, Inc. v. Joe's Jeans Inc.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
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 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.
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 - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <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	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <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.

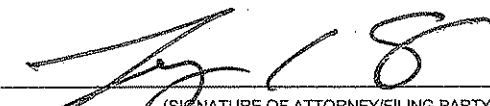
SHORT TITLE: Brando Enterprises, Inc. v. Joe's Jeans Inc.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <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: 10390 Santa Monica Blvd., Suite 360
CITY: Los Angeles	STATE: CA	ZIP CODE: 90025	

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

Dated: May 4, 2010


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Jeffrey I. Abrams (SBN 162735)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SC107840

CASE NO. _____

NOTICE OF CASE ASSIGNMENT TO INDIVIDUAL CALENDAR COURT

**TO PLAINTIFFS AND PLAINTIFFS' ATTORNEYS OF RECORD or PLAINTIFFS
IN PRO PER:**

IT IS HEREBY ORDERED AND YOU ARE HEREBY NOTIFIED that this action shall be assigned to a Judge for all purposes, including trial, as follows:

LINDA K. LEFKOWITZ

Department: _____

m

X
Santa Monica Courthouse
1725 Main Street
Santa Monica, CA 90401

Judge Richard A. Stone
Beverly Hills Courthouse
Department WE-X
9355 Burton Way
Beverly Hills, CA 90210

IT IS FURTHER ORDERED THAT PLAINTIFF OR COUNSEL FOR PLAINTIFF SHALL GIVE NOTICE OF THIS ALL-PURPOSE CASE ASSIGNMENT by serving a copy of this Notice on all parties to this action at the time the Summons and Complaint are served, or, if not a served party, then when such party (including any cross-defendant or complainant-in-intervention) appears in the action.

CASE MANAGEMENT REVIEW AND CONFERENCE: Upon the filing of the Complaint, a Case Management Review and Conference will be calendared for hearing in the Court to which the case is assigned. The hearing date will be stamped upon the face of the Complaint. Plaintiff shall give notice of the Case Management Review and Conference to all named parties in conjunction with service of the Summons and Complaint and include any later appearing party such as a cross-defendant or complainant-in-intervention served within this time period. Proof of service must be brought to the hearing if not previously filed. Failure to timely file proof of service of Summons and Complaint within 60 days after filing the Complaint (CRC 3.110) may result in an Order to Show Cause re sanctions being issued. (CRC 3.110(f).)

If a case is assigned to Department X, located in the Beverly Hills Courthouse, all documents, pleadings, motions, and papers filed subsequent to the original Complaint shall be filed directly in the courtroom stamped upon the Complaint.

TIME STANDARDS: Cases will be subject to processing under the following time standards:

COMPLAINTS: All Complaints shall be served on all named defendants and proof of service filed within 60 days after the filing of the Complaint. The Court may set an OSC re failure to file proof of service of Summons and Complaint if not timely filed. (CRC 3.110(b).)

CROSS-COMPLAINTS: No Cross-Complaint may be filed by any party after its answer is filed without first obtaining leave of court. Cross-Complaints shall be served and proof of service filed within 30 days of the filing date, unless a party has appeared in the action. (CRC 3.110(c).)

APPLICABLE RULES: Counsel as well as self-represented parties are directed to familiarize themselves with the Local Rules for the County of Los Angeles, particularly Chapter 7 (Trial Court Delay Reduction), Chapter 8 (Civil Trial Procedure), Chapter 9 (Civil Law and Motion), and California Rules of Court relating to civil case management. These Rules apply to all general civil cases and shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE: A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment of the Judge, or if a party has not yet appeared, within 15 days of the first appearance of that party. (Government Code Section 68616, subdivision (i); Local Rule 7.5.)

PREPARATION AND PROCEDURES FOR CASE MANAGEMENT REVIEW AND CONFERENCE: Pursuant to CRC 3.724, no later than 30 calendar days before the date set for the Case Management Conference, the parties must meet and confer, in person or by telephone, to consider each of the issues identified in Rule 3.727 and, in addition, to consider the following:

- (1) Resolving any discovery disputes and setting a discovery schedule;
- (2) Identifying and, if possible, informally resolving any anticipated motions;
- (3) Identifying the facts and issues in the case that are uncontested and may be the subject of stipulation;
- (4) Identifying the facts and issues in the case that are in dispute;
- (5) Determining whether the issues in the case can be narrowed by eliminating any claims or defenses by means of a motion or otherwise;
- (6) Determining whether settlement is possible;
- (7) Identifying the dates on which all parties and their attorneys are available or not available for trial, including the reasons for unavailability; and
- (8) Other relevant matters.

Pursuant to CRC 3.725, no later than 15 calendar days before the date set for the Case Management Conference or Review, each party must file a Case Management Statement and serve it on all other parties in the case. In lieu of each party's filing a separate Case Management Statement, any two or more parties may file a joint Statement.

The subjects to be considered at the Case Management Conference shall include the following (CRC Rule 3.727):

- (1) Whether there are any related cases;
- (2) Whether all parties named in the Complaint or Cross-Complaint have been served, have appeared, or have been dismissed;
- (3) Whether any additional parties may be added or the pleadings may be amended;
- (4) Whether, if the case is a limited civil case, the economic litigation procedures under Code of Civil Procedure Section 90 et seq. will apply to it or the party intends to bring a motion to exempt the case from these procedures;
- (5) Whether any other matters (e.g., the bankruptcy of a party) may affect the Court's jurisdiction or processing of the case;
- (6) Whether the parties have stipulated to, or the case should be referred to, judicial arbitration in courts having a judicial arbitration program or to any other form of alternative dispute resolution (ADR) process and, if so, the date by which the judicial arbitration or other ADR process must be completed;
- (7) Whether an early settlement conference should be scheduled and, if so, on what date;
- (8) Whether discovery has been completed and, if not, the date by which it will be completed;
- (9) What discovery issues are anticipated;
- (10) Whether the case should be bifurcated or a hearing should be set for a motion to bifurcate under Code of Civil Procedure Section 598;
- (11) Whether there are any Cross-Complaints that are not ready to be set for trial and, if so, whether they should be severed;
- (12) Whether the case is entitled to any statutory preference and, if so, the statute granting the preference;
- (13) Whether a jury trial is demanded and, if so, the identity of each party requesting a jury trial;

- (14) If the trial date has not been previously set, the date by which the case will be ready for trial and the available trial dates;
- (15) The estimated length of trial;
- (16) The nature of the injuries;
- (17) The amount of damages, including any special or punitive damages;
- (18) Any additional relief sought;
- (19) Whether there are any insurance coverage issues that may affect the resolution of the case; and
- (20) Any other matters that should be considered by the Court or addressed in its Case Management Order.

SANCTIONS: The Court has authority to impose appropriate sanctions for the failure or refusal to comply with provisions of the California Rules of Court and Local Rules governing time standards and case management conference requirements or deadlines. Such sanctions may be imposed upon counsel, a party, or both, as permitted by rule, statute, or law.

This is not a complete representation of the applicable Local Rules or California Rules of Court, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under the Trial Court Delay Reduction Rules. Careful reading and compliance with the Local Rules and California Rules of Court are absolutely imperative.



GERALD ROSENBERG, Supervising Judge
Los Angeles Superior Court, West District

NAME, ADDRESS AND PHONE NUMBER
OF ATTORNEYS

FILE STAMP

Attorney(s) for:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NUMBER

PLAINTIFF(S).

vs.

DEFENDANT(S).

**STIPULATION AND ORDER
RE BINDING ARBITRATION**

Status Conference Date:

At _____ a.m. in Department _____ .

THE PARTIES SHOULD CONSIDER BINDING ARBITRATION. BINDING ARBITRATION PROVIDES FINALITY AND ELIMINATES COURT APPEARANCES. THE ARBITRATION IS PROVIDED AT NO COST TO THE PARTIES. IF THIS STIPULATION IS SIGNED AND FILED DIRECTLY IN THE ABOVE DEPARTMENT, FIVE COURT DAYS PRIOR TO THE DATE SET FOR THE STATUS CONFERENCE, NO APPEARANCE IS REQUIRED AT THE STATUS CONFERENCE.

The parties and their attorneys, hereby stipulate as follows:

1. The matter shall be submitted to binding arbitration and the parties waive their right to a trial de novo as provided in California Code of Civil Procedure, Section 1141.20.
2. _____, a member of The Superior Court Arbitration panel, shall serve as arbitrator.
3. All cross complaints have been filed.
4. All fictitious and named defendants/cross-defendants who have not filed an answer are dismissed.
5. The court retains jurisdiction over motions to enforce the arbitration award and other post-arbitration motions.

Executed this _____ day of _____, 20__ .

Plaintiff

Attorney for Plaintiff

Defendant

Attorney for Defendant

ORDER

It is so ordered:

DATE: _____

JUDGE _____

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party **Select** Panel or may hire someone privately, at their discretion. If the parties utilize the **Random Select** Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office.