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**FILED**

LOS ANGELES SUPERIOR COURT

JAN 12 2006

JOHN A. GILES, CLERK OF SUPERIOR COURT

BY D. Giles  
D. GILES, DEPUTY

*complex*

**Kalcheim | S A L A H**  
Mitch Kalcheim [SBN: 175846]  
Amber S. Healy [SBN: 232730]  
2049 Century Park East  
Suite 2150  
Los Angeles, CA 90067  
T: (310) 461-1200  
F: (310) 461-1201

Attorneys for Plaintiff

Case assigned to  
Judge *Victoria Draney*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA BY FAX**  
**FOR THE COUNTY OF LOS ANGELES**

SARA RUBENSTEIN, Individually  
and on Behalf of All Others Similarly  
Situating,

Plaintiff,

vs.

JAMES FREY, RANDOM HOUSE,  
INC. and Does 1-300

Defendants.

Case No. BC345856

**CLASS ACTION COMPLAINT FOR:**

1. Violation of the Consumers Legal Remedies Act, Civ. Code §1750 et seq.,
2. Violation of the Unfair Competition Law, Bus. & Prof. Code §17200 et seq.;
3. Violation of the False Advertising Statute, Bus. & Prof. Code §17500 et seq.

Plaintiff Sara Rubenstein, by counsel and for her Class Action Complaint ("Complaint") against Defendants, James Frey and Random House, Inc, and Does 1 through 300, hereby allege upon personal knowledge as to her own acts, and upon information and belief (based on the investigation of her counsel) as to all other matters, as to which allegations they believe substantial evidentiary support will exist after a reasonable opportunity for further investigation and discovery, as follows:

1 aware that they have been duped by Defendants.

2 8. Due to Defendants' scheme, and consumers inability to determine the truth as to  
3 the falsity of Defendants' claims and representations regarding the book, Plaintiff and Class  
4 members were fraudulently induced to purchase the Book.

5 9. California's consumer protection laws are designed to protect consumers from this  
6 type of false advertising and predatory conduct at issue in this action. Defendants' unfair and  
7 deceptive course of conduct is common to all purchasers of "A Million Little Pieces."

8 10. Defendants' scheme to deceive and defraud consumers violated (a) the Consumers  
9 Legal Remedies Act ("CLRA"), Civ. Code §1750 et seq., specifically Civ. Code §1770(a) (5)  
10 and (b); the Unfair Competition Law, Bus. & Prof. Code §17200 et seq.; including the False  
11 Advertising Statute, Bus. & Prof. Code §17500 et seq. ("UCL")

12 11. Consequently, by this Complaint and on behalf of the consumers of the Book,  
13 Plaintiff and members of the Class she seeks restitution to compensate them for their monetary  
14 losses, disgorgement of all of the Defendants' wrongfully earned profits and other gains from  
15 their scheme.

16 12. Pursuant to the CLRA on January 12, 2006, Plaintiff gave notice to Defendants of  
17 her intention to file an action for monetary damages under *California Civil Code* § 1750 et seq.,  
18 unless Defendant correct, repair, replace, or otherwise rectify the consumer fraud resulting from  
19 its conduct.

## 20 II. PARTIES

21 13. Plaintiff, Sara Rubenstein, is an individual who resides in the County of Los  
22 Angeles. Plaintiff is a consumer who bought and read the Book during the summer of 2005.

23 14. Plaintiff made her purchase in reliance upon Defendants' deceptive, fraudulent and  
24 false representations that the Book was a non-fiction literary work. Plaintiff would not have  
25 purchased the Book had Defendants truthfully disclosed that many of the events portrayed in the  
26 Book were fiction. Plaintiff seeks relief in her individual capacity and she seeks to represent a  
27 Class consisting of all other consumers who purchased the Book from its publication in 2003 to  
28

1 January 10, 2006, the date when it was first publicly disclosed that many of the events within the  
2 Book were fictional or wildly exaggerated.

3 15. Defendant James Frey, is the author of "A Million Little Pieces." During the Class  
4 Period, Defendant Frey conducted the illegal scheme complained of in the County of Los  
5 Angeles.

6 16. Defendant Random House is the publisher of the Book. Defendant Random House  
7 did business throughout the County of Los Angeles, the State of California. During the Class  
8 Period, Defendant Random House conducted the illegal scheme complained of here in the  
9 County of Los Angeles.

10 17. The true names and capacities (whether individual, corporate, associate, or  
11 otherwise) of the Defendants that are identified as Does 1 through 300, inclusive, and each of  
12 them, are unknown to Plaintiff, who therefor sue said "Doe" Defendants by such fictitious  
13 names. Plaintiff is informed and believe and thereon allege that each of the Defendants  
14 fictitiously named herein as "Doe" is legally responsible in some actionable manner for the  
15 events and happenings hereinafter described, and thereby proximately caused the injuries and  
16 damages to Plaintiffs and Class members, as alleged herein. Plaintiffs will seek leave of Court to  
17 amend this Complaint to state the true names and capacities of said fictitiously named  
18 Defendants when the same have been ascertained.

19 18. Plaintiff is informed and believe and thereon allege that Defendants (and each of  
20 them), including Does 1 through 300, inclusive, were the agents, servants, employees,  
21 successors, assignees, transferees and/or joint venturers of their co-Defendants, and each of them  
22 was, as such, acting within the course, scope and authority of said agency, employment and/or  
23 joint venture and was acting with the consent, permission and authorization of each of the  
24 remaining Defendants, and that each and every Defendant when acting as a principal, was  
25 negligent in the selection and hiring of each and every other Defendant as an agent, employee  
26 and/or joint venturer. All actions of each Defendant, as alleged herein were ratified and  
27 approved by every other Defendant or their officers or managing agents.

28

### III. JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction over this class action pursuant to Bus. & Prof. Code §§ 17203, 17204 and 17535, and Civ. Code § 1780. This Court may properly exercise personal jurisdiction over the parties because (a) Plaintiffs and the members of the Class submit to the jurisdiction of this Court; (b) Defendant Frey systematically and continuously does business in this County; and (c) Defendant Random House systematically and continually does business in the County of Los Angeles.

20. Venue is proper in this Court pursuant to Bus. & Prof. Code §§ 17204 and 17535, Civ. Code §§ 395 and 395.5, and Civ. Code § 1780(c) because Plaintiff resides in the County of Los Angeles and Defendants systematically and continually do business in this County.

21. Federal subject matter jurisdiction does not exist over the claims for relief asserted in this Complaint.

### IV. CLASS ACTION ALLEGATIONS

22. This action may properly be maintained as a Class Action pursuant to Code Civ. Proc. § 382, Civ. Code §§ 1752, 1780 and 1781, and Rules 1850-1861 of the Rules of Court.

23. Plaintiff brings this action as a Class Action on behalf of all purchasers of the Book who reside in California or who purchased the Book in California during the Class Period.

24. The Class is composed of thousands of residents of Californians including Plaintiff, and joinder of everyone is impracticable. Although the exact number of Class members is presently unknown, the Class will number in at least thousands. During the Class Period, the Book was sold throughout the State of California in bookstores, supermarkets and convenience stores, as well as by retailers on the Internet. The members of the Class are so numerous that joinder of all members is impracticable. The disposition of the claims of Plaintiffs and other Class members in this action will provide substantial benefits to the parties and this Court.

25. There exists a well-defined community of interest in the questions of law and fact presented by this controversy. These questions of law and fact common to Plaintiffs and Class

1 members predominate over questions which may affect only individual members, if any, because  
2 Defendants have acted on grounds generally applicable to the entire Class. Among the  
3 questions of law and fact common to the Class are the following:

- 4 (a) Whether Defendants' scheme to utilize false and deceptive statements violates the  
5 CLRA, the UCL and Section 17500;  
6 (b) Whether Defendants made false claims regarding the Book;  
7 (c) Whether Defendants' misrepresentations were false and misleading advertising; and  
8 (d) The amount of restitution that Plaintiffs and members of the Class should be awarded.

9 26. Plaintiff is a member of the Class. Plaintiff's claims are typical of the claims of  
10 the other Class members because Plaintiff and all Class members were injured by the same  
11 wrongful acts and practices in which Defendants engaged as alleged herein.

12 27. Plaintiff will fairly and adequately protect the interests of the Class. The interests  
13 of Plaintiff are coincident with, and not antagonistic to, those of the Class members. In addition,  
14 Plaintiff has retained attorneys who are experienced and competent in the prosecution of  
15 complex and class litigation. Neither Plaintiff nor their attorneys have any conflict in  
16 undertaking this representation.

17 28. A class action is superior to the alternatives, if any, for the fair and efficient  
18 adjudication of the controversy alleged herein because such treatment will permit a large number  
19 of similarly situated persons residing throughout California to prosecute their common claims in  
20 a single forum simultaneously, efficiently, and without duplication of evidence, effort, and  
21 expense that numerous individual actions would engender. This action will result in the orderly  
22 and expeditious administration of Class claims. Uniformity of decisions will be assured, thereby  
23 avoiding the risk of inconsistent and varying determinations.

24 29. Because the injuries suffered by individual Class members or the amount of  
25 restitution or disgorgement to each class member may be relatively small, the expense and  
26 burden of individual litigation make it virtually impossible for the members of the Class  
27 effectively to seek redress individually for Defendants' alleged wrongful conduct.  
28

1 30. Plaintiff knows of no difficulty that will be encountered in the management of this  
2 litigation that would preclude its maintenance as a class action.

3 31. Common questions of law and fact predominate in this case, and a class action is  
4 the only appropriate method for the complete adjudication of this controversy for the following  
5 reasons, among others:

6 (a) The individual amounts of restitution involved, while not insubstantial, are generally  
7 so small that individual actions or other individual remedies are impracticable and litigating  
8 individual actions would be too costly;

9 (b) The costs of individual suits would unreasonably consume the amounts that would be  
10 recovered;

11 (c) Individual actions would create a risk of inconsistent results and would be  
12 unnecessary and duplicative of this litigation; and

13 (d) Individual actions would unnecessarily burden the courts and waste precious judicial  
14 resources.

15 31. Notice to the members of the Class may be accomplished cheaply, efficiently and in a  
16 manner best designed to protect the rights of all Class members.

### 17 DEFENDANTS' SCHEME TO DEFRAUD CONSUMERS

18 32. Defendants have represented, expressly or by implication, including through  
19 advertisements disseminated throughout the County of Los Angeles, the State of California and  
20 the United States that "A Million Little Pieces" is a non-fiction literary work, and a "genuine  
21 account" when in fact many of the key accounts within the Book are wholly fabricated or wildly  
22 embellished. For example, in relation to a driving while intoxicated arrest Defendant Frey  
23 writes, "Got first DUI. Blew a .36, and set a County Record. Went to Jail for a week." However,  
24 the police report from the incident tells a different story. Just after midnight on June 8, 1988,  
25 after executing a traffic stop, in which Frey was the driver, the officer noticed Frey's eyes were  
26 glassy, and he "appeared dazed." After failing a series of field sobriety tests, Frey was arrested  
27 for drunk driving and for failure to carry his driver's license. He was transported to the Sheriff's  
28

1 Office, where he agreed to undergo a Breathalyzer test. Though he would write of setting a .36  
2 county record, Frey's blood alcohol level was actually recorded in successive tests at .21 and .20  
3 As for his claim to have spent a week in jail after the arrest, the report debunks that assertion.  
4 After Frey's parents were called, he was allowed to quickly bond out. Two weeks later, court  
5 records show, he pleaded guilty to a reduced charge of reckless driving and was fined \$305.  
6 Thus Frey never spent a week in jail nor established the "County record" to which the Book  
7 refers.

8 33. Moreover, Frey writes of another encounter with police authorities in which he  
9 was allegedly, hit with an imposing set of criminal charges, including: Assault with a Deadly  
10 Weapon (because Frey allegedly hit a policeman with a car), Assaulting an Officer of the Law  
11 (because Frey allegedly engaged the officers), Felony DUI, Disturbing the Peace, Resisting  
12 Arrest, Driving Without a License, Driving Without Insurance, Attempted Incitement of a Riot,  
13 Possession of a Narcotic with Intent to Distribute, and Felony Mayhem. As reflected in the  
14 Book, The only count Frey took issue with was the drug charge (for possession of a "bag of  
15 crack cocaine"): "That was bullshit because I intended to use it, not distribute it."

16 34. However, indices at the County Common Pleas Court contained no records for  
17 Frey. At the county's Municipal Court, where misdemeanor and traffic cases are adjudicated,  
18 only a single matter turned up, a November 1990 traffic ticket for speeding and driving without a  
19 seat belt. According to county records, Frey paid a small fine and the case was closed out.

20 35. Thus, contrary to Frey's account in the Book there was no patrolman struck with a  
21 car, no swings at police officers, no mayhem, no attempt to incite a riot, and no crack. As a  
22 result there was no Charges for Assault with a Deadly Weapon, Charge for Assaulting an Officer  
23 of the Law, Charge for Felony DUI, Charge for Disturbing the Peace, Charge for Resisting  
24 Arrest, Charge for Driving Without Insurance, Charge for Attempted Incitement of a Riot,  
25 Charge for Possession of a Narcotic with Intent to Distribute, or Charge for Felony Mayhem.

26 36. Thus, Defendants had no credible basis for making the claims and representations,  
27 and many similar false and misleading statements within the Book and during the campaign to  
28

1 sell the Book.

2 37. Similarly, while marketing the Book Frey told Oprah Winfrey and her audience of  
3 millions that "[i]f I was gonna write a book that was true, and I was gonna write a book that was  
4 honest, then I was gonna have to write about myself in very, very negative ways." "I think I  
5 wrote about the events in the book truly and honestly and accurately." And Frey has repeatedly  
6 asserted in press interviews that the book is "all true." In fact, however, many of the facts set  
7 forth in the Book were false and misleading.

8 38. Defendants have marketed the Book to consumers in the County of Los Angeles,  
9 the State of California by propagating these false and misleading accounts through  
10 advertisements and other media in order to induce consumers to buy the Book.

#### 11 **FIRST CAUSE OF ACTION**

#### 12 **(All Defendants; Violations of the UCL, Bus. & Prof. Code section 17200)**

13 39. Plaintiff hereby incorporates by reference each of the preceding allegations as if  
14 fully set forth herein. This claim arises under the UCL, and is alleged against each of the  
15 Defendants.

16 40. Defendants' actions complained of herein constitute unfair trade practices that have  
17 the capacity to and do deceive consumers, in violation of the UCL.

18 41. All of the conduct alleged herein occurred and continues to occur in the ordinary  
19 course of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized  
20 course of conduct repeated on thousands of occasions daily. Thus, Defendants' conduct impacts  
21 the public interest.

22 42. Defendants also engage in unlawful business acts in violation of the UCL by  
23 violating state law including, but not limited to, Civil Code §§ 1572, 1709, 1710 and  
24 1770(a)(5),(7) and (9), as well as Section 17500. Plaintiffs reserve the right to identify additional  
25 violations of California law committed by Defendants as further investigation and discovery  
26 warrants.

27 43. Plaintiff and the members of the Class were all directly and proximately injured by  
28



1 Defendants' wrongful conduct. Plaintiff and the members of the Class purchased the Book  
2 which they would not have purchased had they been truthfully and fully informed of the facts.

3 44. As a direct and proximate result of the wrongful and illegal acts alleged in this  
4 Complaint, Defendants received and continue to hold ill-gotten gains belonging to Plaintiffs and  
5 the members of the Class. Plaintiffs and Class members request that this Court enter such orders  
6 or judgments as may be necessary to restore to any person in interest any money which may have  
7 been acquired by means of such unfair practices, as provided in Business & Professions Code §  
8 17203 and Civil Code § 3345, and for such other relief and further relief as may be justified as  
9 set forth below.

10  
11 **SECOND CAUSE OF ACTION**

12 **(All Defendants; Violations of the CLRA)**

13 45. Plaintiff hereby incorporates by reference each of the preceding allegations as if  
14 fully set forth herein. This claim arises under the Consumers Legal Remedies Act and is alleged  
15 against all Defendants.

16 46. Plaintiff was a "consumer," as that term is defined in Civ. Code § 1761(d).

17 47. The Book constituted "goods," as that term is defined in Civ. Code § 1761(a).

18 48. Defendants each constituted a "person," as that term is defined in Civ. Code §  
19 1761(c).

20 49. Plaintiff's purchase of the Book constituted a "transaction," as that term is defined  
21 in Civ. Code § 1761(e).

22 50. The CLRA provides in relevant part that "[t]he following unfair methods of  
23 competition and unfair or deceptive acts or practices undertaken by any person in a transaction  
24 intended to result or which results in the sale or lease of goods or services to any consumer are  
25 unlawful: (5) Representing that goods ... have ... approval, characteristics, uses, benefits ... which  
26 they do not have, (7) Representing that goods ... are of a particular standard, quality or grade ... if  
27 they are of another, (9) Advertising goods ... with intent not to sell them as advertised. Civ. Code  
28

1 § 1770(a)(5),(7) and (9).

2 51. Defendants made an continue to make uniform written representations that the  
3 Book is a piece of non-fiction. These representations, as set forth above, were false and/or  
4 misleading and were in violation of the CLRA.

5 52. Civ. Code § 1780(a)(2), permits any court of competent jurisdiction to enjoin  
6 practices that violate Civ. Code § 1770.

7 53. Plaintiff and the members of the Class are consumers under Civ. Code § 1761(d),  
8 and have all been directly and proximately damaged as a result of Defendants' use or  
9 employment of the above-referenced methods, acts or practices that are unlawful under Civ.  
10 Code § 1780(a). Plaintiffs are entitled to bring this action against Defendants and to recover or  
11 obtain relief, including (a) an order enjoining such methods, acts or practices, pursuant to Civ.  
12 Code 1780(a)(2).

13 54. In accordance with the requirements of Civ. Code §1782(a), counsel for Plaintiffs  
14 provided Defendants with written notice on January 12, 2006, of the allegations within this  
15 Complaint. Should Defendant fail to adequately respond to Plaintiff's demand to "correct,  
16 repair, replace, or otherwise rectify" the misrepresentations described above, within 30 days after  
17 receipt of the Civil Code §1782 notice, Plaintiff shall seek relief in the form of a claim for actual  
18 damages, punitive damages, attorneys' fees and costs and/or restitution. In addition, Plaintiff  
19 shall seek, pursuant to California Civil Code §1780(a)(20), an order enjoining the above-  
20 described wrongful acts and practices of Defendant, plus costs and attorneys' fees, and any other  
21 appropriate relief under Civil Code §1780.

### 22 **THIRD CAUSE OF ACTION**

#### 23 **(All Defendants; Violations of Bus. & Prof. Code Section 17500)**

24 55. Plaintiff hereby incorporates by reference each of the preceding allegations as if  
25 fully set forth herein. This claim arises under Section 17500 and is alleged against all of the  
26 Defendants.

27 56. At all times relevant hereto, each Defendant was a "person," as that term is defined  
28

1 in Bus. & Prof. Code § 17506.

2 57. Bus. & Prof. Code § 17500 provides that "[i]t is unlawful for any person, firm,  
3 corporation or association with intent ... to dispose of ... personal property ... to induce the public  
4 to enter into any obligation relating thereto, to make or disseminate or cause to be made or  
5 disseminated before the public in this state, ... any statement ... which is untrue or misleading,  
6 and which is known, or which by the exercise of reasonable care should be known, to be untrue  
7 or misleading..."

8 58. Defendants represented that "A Million Little Pieces" was a non-fiction memoir  
9 detailing the life of Defendant Frey on the cover and in the text of the Book itself,  
10 advertisements, brochures, marketing materials, and in television interviews and at book  
11 signings.

12 59. During the Class Period Defendants did not disclose, conspicuously or otherwise,  
13 on any of these materials that such representations were untrue or misleading and that many of  
14 the accounts in the Book were exaggerated or false.

15 60. Defendants' act of untrue and misleading advertising present a continuing threat to  
16 members of the public because such advertisements induce consumers to purchase the Book.

17 61. As a result of the violations of California law described above, Defendants have  
18 been, and will be, unjustly enriched at the expense of Plaintiffs and the members of the Class.  
19 Specifically, Defendants have been unjustly enriched by receipt of hundreds of thousands, if not  
20 millions, of dollars in monies received from customers who purchased the Book which is  
21 advertised and/or otherwise marketed in this State and this County, and which is promoted and  
22 sold through advertising and marketing materials which materially misrepresent the quality,  
23 nature, origin and functions of the product.



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

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

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	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.	
<b>Non-Personal Injury/Property Damage/Wrongful Death Tort</b>	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.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

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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
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.
Wrongful Termination (36)	<input 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.
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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 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 <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 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.

SHORT TITLE: Rubenstein v. James Frey, et al.	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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 (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.
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: Rubenstein v. James Frey, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS:	
<input checked="" type="checkbox"/> 1. <input checked="" 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.		<del>111 North Hill Street</del> 125 South Figueroa Los Angeles CA 90012	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: January 12, 2006

  
 (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 form JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 \_\_\_\_\_ (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.