

Marshall A. Caskey, Esq. SBN 065410

mcaskey@caskeyholzman.com

Daniel M. Holzman, Esq. SBN 176663

dholzman@caskeyholzman.com

N. Cory Barari, Esq. SBN 295306

nbarari@caskeyholzman.com

CASKEY & HOLZMAN

24025 Park Sorrento, Suite 400

Calabasas, CA 91302

Telephone: (818) 657-1070

Facsimile: (818) 297-1775

Attorneys for Plaintiff,

LORRAINE GILLES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LORRAINE GILLES, an individual,

Plaintiff,

v.

MELANIE JANINE BROWN, an individual,
and DOES 1-20,

Defendants.

Case No.:

BC 6 5 8 7 8 3

COMPLAINT FOR DAMAGES FOR:

1. Defamation – Libel
2. Invasion of Privacy – Public Disclosure of Private Facts
3. Invasion of Privacy – False Light
4. Intentional Infliction of Emotional Distress

DEMAND FOR JURY TRIAL

Plaintiff Lorraine Gilles ("Gilles" or "Plaintiff") alleges as follows:

1. All of the matters complained of herein occurred in the County of Los Angeles, California.
2. Defendant Melanie Janine Brown ("Defendant" or "Brown") is, and at all relevant times mentioned herein was, a California resident residing in Los Angeles County.
3. The true names and capacities of the defendants named as Does 1 through 20,

COMPLAINT FOR DAMAGES - 1

FILED
Superior Court of California
County Of Los Angeles
APR 20 2017
Herri R. Carter, Executive Officer/Clerk
By Glorietta Robinson Deputy

RECEIPT #: COHE0376120

CIT/CASE: BC658783
LEA/DEF#: 310

DATE PAID: 04/21/17 03:54 PM
PAYMENT: \$435.00
RECEIVED: \$435.00

CHECK: \$0.00
CASH: \$0.00
CHANGE: \$0.00
TAX: \$0.00

1 inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff, who,
 2 therefore, sues such defendants by fictitious names, pursuant to Code of Civil Procedure § 474.
 3 Plaintiff is informed and believes, and thereon alleges that, Does 1 through 20 are California
 4 residents. Plaintiff will amend this complaint to show such true names and capacities when they
 5 have been ascertained.

6 4. The defendants will be collectively referred to as "Defendants."

7 5. In committing the acts herein alleged, Plaintiff is informed and believes, and thereon
 8 alleges that, at all relevant times mentioned herein, each of the defendants was the agent and/or
 9 employee of each of the other defendants and, in doing the things alleged below, was acting
 10 within the course and scope of their authority as agents and/or employees with the permission
 11 and consent of their co-defendants, who therefore ratified the conduct of the other defendants.

12 FACTUAL ALLEGATIONS

13 6. On or around April 3, 2017, Defendant Melanie Janine Brown, also known as "Mel
 14 B" and "Scary Spice" from the "Spice Girls" (hereinafter "Defendant" or "Brown"), filed a
 15 declaration (hereinafter "Declaration") in support of her *ex parte* request for a temporary and
 16 permanent restraining order against her husband, Stephen Belafonte ("Belafonte"), in her
 17 dissolution of marriage action currently pending in the Los Angeles Superior Court (Case No.
 18 BD656090). This Declaration was signed under penalty of perjury by Brown and was executed
 19 on April 2, 2017. Attached as **Exhibit A** is a true and correct copy of Brown's Declaration as
 20 reproduced by TMZ on its website.

21 7. In her Declaration, Brown needlessly and gratuitously included a number of
 22 supposedly factual statements about her former nanny, Gilles, including the following:

- 23 a. "In 2010, [Belafonte's] abusive conduct once again escalated once again after he
 24 hired Lorraine Gilles, an exchange student from a small town in Germany,
 25 claiming she would become a Nanny for our daughter... I later discovered that
 26 [Belafonte] was having sex with Lorraine and was paying her inordinate amounts
 27 of money. Over the course of some three years, I recently learned that [Belafonte]
 28 paid Lorraine in excess of \$300,000.00 for alleged nanny services. [Belafonte]

COMPLAINT FOR DAMAGES - 2

1 immediately began setting Lorraine up as my rival. She answered to, and
2 reported to [Belafonte]." (Declaration, ¶ 20.)

3 b. "In late April or early May 2014, [Belafonte] and the 'nanny', Lorraine, told me
4 that Lorraine was pregnant with [Belafonte's] child. [Belafonte] told me he
5 wanted her to have the baby and all three of us live together... [Belafonte] later
6 demanded that Lorraine have an abortion. [Belafonte] used money earned by me
7 to pay for Lorraine's abortion, and he used money earned by me to pay for
8 Lorraine's hotel stay while she recuperated from the procedure." (Declaration,
9 ¶ 30.)

10 c. "In 2014, I travelled to England with the kids and Lorraine to film *X Factor-UK*.
11 By this time, there was no pretense that Lorraine was anything but an agent for
12 [Belafonte] and that she [was] there to keep tabs on me for [Belafonte]."
13 (Declaration, ¶ 31.)

14 d. "While I was in the hospital [in England], [Belafonte] was making plans to slip
15 out of the country. [Belafonte] had Lorraine bring the children to Germany
16 without my permission or consent while I was recovering from my physical
17 injuries... It is my understanding that [Belafonte] had Lorraine take the children
18 back to London... In order to evade law enforcement, [Belafonte] and Lorraine
19 flew back to Los Angeles with our daughter Madison, using my money to
20 purchase first class air travel from London to Los Angeles without any advance
21 notice." (Declaration, ¶ 33.)

22 e. "In January 2015, I finally worked up the courage to fire Lorraine. When I did,
23 [Belafonte] went ballistic... I rehired Lorraine and fell back into the same old
24 pattern. This time however, [Belafonte] treated Lorraine as if she was his wife
25 and I was second rate... Lorraine felt empowered by this and became
26 manipulative and demanding of me, knowing that I could not fire her."
27 (Declaration, ¶¶ 40-41.)

- 1 f. "I later learned that [Belafonte] had taken money earned by me so as to benefit
2 Lorraine and others without my knowledge and consent." (Declaration, ¶ 42.)
- 3 g. "As mentioned previously, [Belafonte] also paid Lorraine in excess of \$300,000
4 over a three-year period of time for alleged 'nanny services.'" (Declaration,
5 ¶ 44.)
- 6 h. "When I finally fired Lorraine for good, [Belafonte] turned around and paid a
7 company called Events Locker some \$60,000.00. Lorraine was designated a
8 'promotions manager' for this company." (Declaration, ¶ 45.)
- 9 i. "On June 30, 2016, [Belafonte] informed me that we are all taking a vacation on a
10 boat with Lorraine to Ibiza. I was mortified in that I only wanted a quiet holiday
11 with [Belafonte] and the kids. While on the trip [Belafonte] resorted to the same
12 name calling, screaming, yelling and demeaning conduct again done in the
13 presence of Lorraine. I would leave the boat daily to go to the gym in an effort to
14 get away from [Belafonte] and Lorraine." (Declaration, ¶ 52.)
- 15 j. "After the trip I gave Lorraine a six-week termination notice. I told her she would
16 be terminated effective September 1, 2016. She actually laughed at me... As the
17 September 1st termination date drew closer, Lorraine married her best friend,
18 Michael Bleau, on August 14, 2016. I soon learned that [Belafonte] had wire
19 transferred \$60,000.00 without my knowledge or consent to Michael Bleau's
20 business, 'Events Lockers' wherein [Belafonte] was designated Vice President of
21 Business Development, and Lorraine wore the title of Promotions Manager."
22 (Declaration, ¶ 53.)
- 23 k. "[Belafonte] said if I take the children to see my mother, then he will take them to
24 see the former nanny, Lorraine. I had told [Belafonte] that I did not want to hear
25 anything more about Lorraine after I fired her." (Declaration, ¶ 57.)

26 8. When read in its totality, Brown's Declaration portrays Gilles as a homewrecker,
27 prostitute, and extortionist, maliciously describing Gilles as being impudent, unscrupulous, and
28 exploitative. Moreover, given Brown's celebrity status, Brown was aware or should have been

1 aware that the Declaration would be publicized and made available to the public at large.
2 Indeed, Brown's Declaration and the statements made about Gilles were publicized on major
3 news outlets in the United States and internationally, including but not limited to TMZ, Daily
4 Mail, Heavy, The Sun, International Business Times, US Weekly, and Hollywood Life.

5 9. The statements made by Brown in her Declaration are blatantly and demonstrably
6 false, and were made with knowledge of their falsity or with reckless disregard of the truth of the
7 statements. Moreover, highly private and sensitive aspects of Gilles' life, which Gilles has
8 always endeavored to keep private, have been cruelly and unnecessarily publicized by Brown in
9 her Declaration for the world to see.

10 a. In actuality, Brown, then 34-years old, seduced a naïve and curious 18-year old
11 foreign exchange student, Gilles, with alcohol, fame, and casual sex shortly after
12 Gilles arrived in the United States in 2009. In fact, Gilles first met Brown and
13 Belafonte within the first few weeks of moving to Los Angeles, when the couple
14 asked Gilles about her foreign accent while dining in West Hollywood. Coming
15 from Germany (where the drinking age is 18), Gilles had no friends or family in
16 Los Angeles, spoke imperfect English, and attended English language courses
17 with the hope of one day residing in Los Angeles long-term. Gilles was therefore
18 delighted to receive an invitation from Brown to come by her house for drinks
19 with her husband. Gilles visited Brown and Belafonte at their home several days
20 later, where the three drank and eventually had consensual group sex upon
21 Brown's request.

22 b. Following this occasion, Brown would contact Gilles from time to time and invite
23 Gilles to come over for drinks, sex, and/or to help watch over her children. From
24 the onset, Brown and Gilles developed a friendship and sexual relationship with
25 one another that was separate and apart from Brown's relationship with her
26 husband. Brown explained to Gilles that she and her husband had an open
27 relationship.
28

COMPLAINT FOR DAMAGES - 5

- 1 c. After residing in Los Angeles for approximately six months, Gilles completed her
2 English language courses and returned home to Germany. However, shortly after
3 returning to Germany, Gilles was contacted by Brown and Belafonte and asked if
4 she would like to be employed as a nanny for Brown's children and receive a
5 salary, as Gilles had previously represented that she loved Los Angeles and
6 wished to stay. Brown even offered to have her attorneys work on Gilles' USA
7 visa paperwork so that Gilles may live in California and spend more time with the
8 family. While Gilles never envisioned herself as a nanny, Gilles had previously
9 met Brown's children during several outings and developed a strong connection
10 with the kids. Gilles accepted Brown's offer of employment.
- 11 d. Gilles' sexual and employment relationship with Brown continued for
12 approximately seven years. The couple had sex sporadically, sometimes having
13 sex multiple times in a week and at other times going months without sex. During
14 this time, Gilles devoted herself to Brown's children as their nanny and developed
15 a close relationship with Brown, Belafonte, and their children. Gilles came to
16 love Brown and her family and considered the Browns as her own family. Brown
17 also took on the role of "mentor" towards Gilles, teaching Gilles about sex,
18 raising a family, and the entertainment business and bringing Gilles on her travels
19 across the world. Attached as **Exhibit B** are true and correct copies of
20 photographs of Gilles and Brown taken prior to Gilles' abortion in 2014, a fact
21 alluded to in the Declaration.¹ Attached as **Exhibit C** are true and correct copies
22 of photographs of Gilles and Brown taken after Gilles' abortion in 2014 (despite
23 Brown's accusations that her relationship with Gilles deteriorated after Gilles'
24 abortion, that she did not want Gilles present during her trip to Ibiza, and that
25 Gilles was in effect an unwelcomed homewrecker). Attached as **Exhibit D** are
26
27
28

¹ To respect the privacy of individuals not pertinent to this lawsuit, images and references to Brown's children and other third party individuals have been redacted in all attachments.

1 true and correct copies of emails between Brown and Gilles, further establishing
2 Brown's acknowledgment of Gilles' position as a nanny, Brown's sexual and
3 loving relationship with Gilles, and Brown's satisfaction with the way Gilles was
4 handling her nanny duties.

- 5 e. On the other hand, Belafonte was not present during most of the sexual
6 encounters between Gilles and Brown. Indeed, at no point did Gilles and
7 Belafonte engage in any sexual acts without Brown's knowledge or participation,
8 and at no point did Gilles and Belafonte represent to Brown that Gilles was
9 pregnant with Belafonte's child as is stated in the Declaration. The only times
10 Gilles and Belafonte had sex was when Brown *herself* invited her husband to join
11 the couple in the bedroom, at which point Brown would often serve as the
12 "camera man" and record the sexual encounter and/or take part in the *menage a*
13 *trois* herself. Gilles is personally aware of several "sex tapes" recorded by Brown
14 or her husband showing the three individuals having consensual group sex. Gilles
15 never had any sexual relations with Belafonte without Brown's instruction and
16 without Brown's actual or apparent consent. Rather, Gilles personally witnessed
17 both Brown and Belafonte bring different women into their home and engage in
18 group sex on multiple occasions, while Gilles tended to the children.
- 19 f. Regarding Brown's statements of Gilles' abortion, in early 2014, Gilles, then 23
20 years old, discovered she was pregnant a couple of weeks after she had gone out
21 with a friend for drinks at a popular bar in West Hollywood and had a "one night
22 stand" with a man she met at the bar. Gilles was very embarrassed and confused
23 on what to do, and did not want this sensitive information to be revealed to
24 anyone. However, feeling confident she can discreetly confide in her best friend
25 and mentor Brown for support, Gilles immediately sought guidance from Brown
26 about the "one night stand" and unexpected pregnancy, explaining to Brown the
27 circumstances of the pregnancy and sexual encounter. At no point did Brown
28 question Gilles about how she became pregnant, and at no point was it suggested

COMPLAINT FOR DAMAGES - 7

1 or implied that Brown believed Belafonte to be the potential father of the child.
2 In fact, Gilles had not had group sex with Brown and Belafonte for several
3 months prior to the unexpected pregnancy. Brown was very compassionate and
4 supportive towards Gilles and encouraged Gilles to make an appointment to
5 undergo an abortion. Brown assisted Gilles with arranging the appointment,
6 advanced the cash for the procedure, and booked a hotel for Gilles to stay in to
7 recover from the procedure in privacy. On several occasions, Brown actually
8 visited Gilles in the hotel and brought her children to accompany Gilles while she
9 recovered. After the procedure was completed, Gilles resumed her work as a
10 nanny as usual, and Gilles and Brown continued their sexual and employment
11 relation. Gilles has since striven to keep her abortion private, sharing the details
12 of her abortion only to close friends and family members. Gilles now feels
13 publicly exposed, ashamed, embarrassed, and violated by Brown's thoughtless
14 and unnecessary discussion of the abortion in her Declaration.

- 15 g. Regarding Brown's statements of illicit payments to Gilles, there is no record,
16 proof, or evidence that Gilles was ever paid some \$300,000 over a three-year
17 period for "alleged" nanny services, or that Belafonte ever paid Gilles without
18 Brown's knowledge or consent or to "keep tabs" on Brown. Gilles was only paid
19 on a salary basis for her nanny services. These payroll checks were processed by
20 Brown and Belafonte's CPA on a monthly basis, and any reimbursed expenses
21 were approved by Brown beforehand. Attached as **Exhibit E** are true and correct
22 copies of Gilles' payroll records from September 24, 2013 to September 30, 2016.
23 h. There is also no evidence that Gilles ever used Brown's earned money without
24 her knowledge or consent, or that Gilles conspired with Belafonte in any way for
25 an illicit motive. Gilles is not in possession of any of the alleged sex tapes or
26 compromising materials as described in Brown's declaration. Gilles was actually
27 uncomfortable with the making of the sex tapes in the first instance, and does not
28 want any of the alleged sex tapes to become public, as these sex tapes are

COMPLAINT FOR DAMAGES - 8

1 extremely embarrassing to Gilles and the family she loves. During Gilles'
2 employment, Gilles opened a Public Storage unit at the request of Brown and
3 Belafonte. The account was initially listed under Gilles' name, as neither Brown
4 nor Belafonte were present when the account was opened and Public Storage
5 policies required that persons opening new accounts be present and have photo
6 identification. However, all payments for the storage unit were paid through
7 Brown and Belafonte's CPA. Attached as **Exhibit F** is a true and correct copy of
8 an email from Brown's CPA setting up automatic payments for the storage unit.
9 Upon notice of termination, Gilles transferred the unit from her name to
10 Belafonte's. Gilles has not spoken to Brown since her employment ended in
11 September 2016. Attached as **Exhibit G** is a true and correct copy of an email
12 from Public Storage confirming that the Public Storage account was transferred to
13 Belafonte and that the account was subsequently closed on November 2, 2016.

- 14 i. There is also no evidence that Gilles was fired and rehired in January 2015. To
15 the contrary, Gilles *left* her employment with Brown and Belafonte briefly after
16 arguments arose between the husband and wife during the group's trip to the
17 United Kingdom in late 2014, when Brown "took an entire bottle of Aspirin" and
18 was hospitalized (as is alluded to in her Declaration). Gilles was left with the care
19 of the children with an upcoming planned trip to Germany and little instruction or
20 communication from Brown on how to proceed. Based on Brown's
21 representations, Gilles thought it best to take care of Brown's children during this
22 time and take the children to Germany to visit her family while Brown was
23 hospitalized and unavailable. However, Gilles subsequently received conflicting
24 texts from Brown and Belafonte on what to do with the children. Consequently,
25 in or around December 2014, Gilles returned to the United Kingdom with
26 Brown's children, left the children with Belafonte, and resigned from her position,
27 informing Belafonte that she no longer felt comfortable being the children's
28 nanny because she did not want to "get in the middle" of the couple's escalating

arguments. Gilles never flew first-class as is stated in the Declaration, and never had to "evade law enforcement." Gilles was rehired approximately one month later in January 2015 after Brown apologized and requested that Gilles return as the family nanny. .

j. Regarding Brown's statement that \$60,000 was transferred to Michael Bleau's business "Event Lockers" as some sort of illegitimate transfer of money to Gilles, Brown was in fact aware of this transfer, as Belafonte had agreed to partner with Bleau's start-up company and serve as an equitable owner. In fact, Brown knew Michael Bleau well as one of Gilles' best friends (and future spouse), and Brown was photographed with Michael Bleau and Belafonte celebrating the newfound partnership in 2015. Attached as **Exhibit H** is a true and correct copy of the photograph taken of Michael Bleau, Brown, and Belafonte. Attached as **Exhibit I** is a true and correct copy of the first and final pages of Event Space Booker LLC's Limited Liability Company Operating Agreement, reflecting Belafonte's status as an equitable owner.

k. Gilles was ultimately terminated in September 2016, after finding herself caught in the middle of intensifying marital arguments between Brown and Belafonte. Gilles was heartbroken and felt taken advantage of, having devoted years of her youth to serve Brown's family only to be discarded and tossed out on a whim, but has nevertheless respected Brown's wishes and not spoken to Brown since her employment ended.

10. In short, there is no truth to the statements made by Brown about Gilles, which, among other things, completely omit Brown's own sexual relationship with Gilles, portray Gilles as a conniving and depraved mistress who extorted mass sums of money from Brown, and undermine the countless nanny services performed by Gilles for her children. To the contrary, Brown embraced Gilles' youth, sexuality, and kind nature, treated Gilles as a best friend and lover, and trusted Gilles enough for her to grow close to her children and serve as a mother figure for her children for seven years. Gilles loved Brown as well and still deeply cares for her

1 children, but has been forever hurt and betrayed by Brown for her false statements and public
2 disclosure of private, sensitive information in her Declaration.

3 11. Based on the foregoing, Gilles is informed and believes, and therefore alleges,
4 that Brown made the foregoing false statements with knowledge of their falsity or with
5 reckless disregard of the truth, out of fear of what Gilles would testify to during Brown's
6 divorce proceedings and as a preemptive strike to discredit any potential testimony from
7 Gilles during the divorce and child custody proceedings. Indeed, rather significantly,
8 Brown provided Gilles with a hand-written letter only two weeks prior to the Declaration,
9 where Brown expressed "with a pure heart" that she was "grateful" for Gilles services as a
10 nanny, thanked Gilles for appearing as a "special person" for her child at a school event,
11 and thanked Gilles for "dedicat[ing] [7 years of her life] to her kids." In addition, again
12 only two weeks before the Declaration, Plaintiff is informed and believes Brown contacted
13 Gilles by email through her long-time friend and hairstylist Randy and issued the following
14 ominous threat to Gilles: "I no deep down your a good person and will do the right thing
15 but I just have to clear my own conscience before things get exposed that I did in fact reach
16 out to you as a friend since I have known you and been around you for years and i know
17 it's not been easy for you, I just don't want you to be forced to choose sides without
18 thinking things threw for your own well being and future". Attached as Exhibit J is a true
19 and correct copy of the hand-written letter signed by Brown which was handed to Gilles when
20 Gilles recently appeared as a "special person" for Brown's child at a school event. Attached as
21 Exhibit K is a true and correct copy of the email chain between Gilles and Randy, where Gilles
22 responded that she "will do what's right for the kids and tell the truth."

23 **FIRST CAUSE OF ACTION**

24 **Defamation – Libel**

25 **(Against All Defendants)**

26 12. Plaintiff incorporates by reference paragraphs 1 through 11 of this Complaint as if
27 fully set forth herein.

28 13. At all relevant times alleged herein, Defendant made one or more statements to

COMPLAINT FOR DAMAGES - 11

1 persons other than Plaintiff in her Declaration. Defendant was aware or should have been aware
2 that the statements made about Plaintiff would be further publicized and made available to the
3 public at large.

4 14. The statements made by Defendant in her Declaration were and are reasonably
5 understood to be about Plaintiff.

6 15. The statements made about Plaintiff in Defendant's Declaration are false, presented
7 out of context, and include innuendos of Defendant's own fabrication that, when considered as a
8 whole, convey false meanings to the readers by implying meanings that are actually untrue,
9 thereby placing Plaintiff in false light.

10 16. The statements made about Plaintiff in Defendant's Declaration are not privileged
11 communications pursuant to Civil Code § 47(b)(1), and are not opinions.

12 17. The statements made by Defendant in her Declaration were made by Defendant with
13 knowledge of their falsity or with reckless disregard of whether they are false or not.

14 18. The statements made by Defendant in her Declaration have a natural tendency to
15 injure Plaintiff, as Defendant's statements portrayed Plaintiff as a homewrecker, jezebel, whore,
16 and an exploitative and morally bankrupt individual.

17 19. Such representations are not only embarrassing and highly offensive to Plaintiff
18 herself, but are also embarrassing and highly offensive to a reasonable person of ordinary
19 sensibilities.

20 20. As a result of the false statements made by Defendant, Plaintiff has suffered harm,
21 including: harm to Plaintiff's property, business, trade, profession, or occupation; expenses
22 Plaintiff had to pay as a result of the defamatory statements; harm to Plaintiff's reputation; and
23 shame, mortification, or hurt feelings.

24 21. In doing the acts alleged herein, Defendant intended to cause injury to Plaintiff and
25 acted in willful, deliberate, and conscious disregard of Plaintiff's rights. Defendant made such
26 representations with actual malice to harm and injure Plaintiff by embarrassing, discrediting, and
27 offending her, and with full knowledge of, or reckless disregard of, the falsity of the meanings
28 that the misleading representations will imply. As a proximate result of Defendant's wrongful

COMPLAINT FOR DAMAGES - 12

1 acts, Plaintiff is entitled to recover punitive damages against Defendant in an amount according
2 to proof pursuant to Civil Code § 3294.

3 **SECOND CAUSE OF ACTION**

4 **Invasion of Privacy – Public Disclosure of Private Facts**

5 **(Against All Defendants)**

6 22. Plaintiff incorporates by reference paragraphs 1 through 21 of this Complaint as if
7 fully set forth herein.

8 23. At all relevant times alleged herein, Defendant made one or more statements to
9 persons other than Plaintiff in her Declaration. Defendant was aware or should have been aware
10 that the statements made about Plaintiff would be further publicized and made available to the
11 public at large.

12 24. The statements made by Defendant in her Declaration were and are reasonably
13 understood to be about Plaintiff.

14 25. The statements made by Defendant in her Declaration were private facts, in that they
15 include intimate details of Plaintiff's private life that are not generally known and to which
16 Plaintiff placed her highest privacy interests. The private facts revealed in the Declaration are
17 false, presented out of context, and include innuendos of Defendant's own fabrication that, when
18 considered as a whole, convey false meanings to the readers by implying meanings that are
19 actually untrue.

20 26. The statements made about Plaintiff in Defendant's Declaration are not privileged
21 communications pursuant to Civil Code § 47(b)(1), and are not opinions.

22 27. The private information revealed about Plaintiff was not of a legitimate public
23 concern and does not have a substantial connection to a matter of legitimate public concern.

24 28. The statements made by Defendant in her Declaration were made by Defendant with
25 knowledge of their falsity or with reckless disregard of whether they are false or not.

26 29. The statements made by Defendant in her Declaration have a natural tendency to
27 injure Plaintiff, as Defendant's statements portrayed Plaintiff as a homewrecker, jezebel, whore,
28 and an exploitative and morally bankrupt individual.

30. Such representations are not only embarrassing and highly offensive to Plaintiff herself, but are also embarrassing and highly offensive to a reasonable person of ordinary sensibilities.

31. As a result of the false statements made by Defendant, Plaintiff has suffered harm, including: harm to Plaintiff's property, business, trade, profession, or occupation; expenses Plaintiff had to pay as a result of the defamatory statements; harm to Plaintiff's reputation; shame, mortification, or hurt feelings; and mental suffering, anxiety, humiliation, and emotional distress.

32. In doing the acts alleged herein, Defendant intended to cause injury to Plaintiff and acted in willful, deliberate, and conscious disregard of Plaintiff's rights. Defendant made such representations with actual malice to harm and injure Plaintiff by embarrassing, discrediting, and offending her, and with full knowledge of, or reckless disregard of, the falsity of the meanings that the misleading representations will imply. As a proximate result of Defendant's wrongful acts, Plaintiff is entitled to recover punitive damages against Defendant in an amount according to proof pursuant to Civil Code § 3294.

THIRD CAUSE OF ACTION

Invasion of Privacy – False Light

(Against All Defendants)

33. Plaintiff incorporates by reference paragraphs 1 through 32 of this Complaint as if fully set forth herein.

34. At all relevant times alleged herein, Defendant made one or more statements to persons other than Plaintiff in her Declaration. Defendant was aware or should have been aware that the statements made about Plaintiff would be further publicized and made available to the public at large.

35. The statements made by Defendant in her Declaration were and are reasonably understood to be about Plaintiff.

36. The statements made about Plaintiff in Defendant's Declaration are false, presented

1 out of context, and include innuendos of Defendant's own fabrication that, when considered as a
2 whole, convey false meanings to the readers by implying meanings that are actually untrue,
3 thereby placing Plaintiff in false light.

4 37. The statements made about Plaintiff in Defendant's Declaration are not privileged
5 communications pursuant to Civil Code § 47(b)(1), and are not opinions.

6 38. The statements made by Defendant in her Declaration were made by Defendant with
7 knowledge of their falsity or with reckless disregard of whether they are false or not.

8 39. The statements made by Defendant in her Declaration have a natural tendency to
9 injure Plaintiff, as Defendant's statements portrayed Plaintiff as a homewrecker, jezebel, whore,
10 and an exploitative and morally bankrupt individual.

11 40. Such representations are not only embarrassing and highly offensive to Plaintiff
12 herself, but are also embarrassing and highly offensive to a reasonable person of ordinary
13 sensibilities.

14 41. As a result of the false statements made by Defendant, Plaintiff has suffered harm,
15 including: harm to Plaintiff's property, business, trade, profession, or occupation; expenses
16 Plaintiff had to pay as a result of the defamatory statements; harm to Plaintiff's reputation;
17 shame, mortification, or hurt feelings; and mental suffering, anxiety, humiliation, and emotional
18 distress.

19 42. In doing the acts alleged herein, Defendant intended to cause injury to Plaintiff and
20 acted in willful, deliberate, and conscious disregard of Plaintiff's rights. Defendant made such
21 representations with actual malice to harm and injure Plaintiff by embarrassing, discrediting, and
22 offending her, and with full knowledge of, or reckless disregard of, the falsity of the meanings
23 that the misleading representations will imply. As a proximate result of Defendant's wrongful
24 acts, Plaintiff is entitled to recover punitive damages against Defendant in an amount according
25 to proof pursuant to Civil Code § 3294.

26 ///

27 ///

28 ///

COMPLAINT FOR DAMAGES - 15

FOURTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against All Defendants)

43. Plaintiff incorporates by reference paragraphs 1 through 42 of this Complaint as if fully set forth herein.

44. At all relevant times alleged herein, Defendant made one or more statements to persons other than Plaintiff in her Declaration. Defendant was aware or should have been aware that the statements made about Plaintiff would be further publicized and made available to the public at large, including Plaintiff.

45. The statements made about Plaintiff in Defendant's Declaration are false, presented out of context, and include innuendos of Defendant's own fabrication that, when considered as a whole, convey false meanings to the readers by implying meanings that are actually untrue, thereby placing Plaintiff in false light. In particular, Defendant's statements portrayed Plaintiff as a homewrecker, jezebel, whore, and an exploitative and morally bankrupt individual.

46. The statements made about Plaintiff in Defendant's Declaration are not privileged communications pursuant to Civil Code § 47(b)(1).

47. The statements made by Defendant in her Declaration were made by Defendant with knowledge of their falsity or with reckless disregard of whether they are false or not.

48. The statements made by Defendant were extreme and outrageous, were intentionally and maliciously committed with the intent to deliberately inflict humiliation, mental anguish, and emotional and physical distress upon Plaintiff, and were made in wanton and reckless disregard of such consequences to Plaintiff.

49. As a direct and proximate result of the extreme and outrageous conduct by Defendant, Plaintiff did, in fact, suffer humiliation, mental anguish, and emotional and physical distress, and has been hurt and injured in her health, strength, and activity, sustaining injury to her nervous system and person, all of which have caused, continue to cause, and will continue to cause Plaintiff great mental, physical, and nervous pain and suffering.

50. As a result of such severe emotional distress, Plaintiff has been generally, specially,

1 and consequentially damaged in an amount to be established according to proof.

2 51. As a proximate result of Defendant's wrongful acts, Plaintiff is entitled to recover
3 punitive damages against Defendant in an amount according to proof pursuant to Civil Code
4 § 3294.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

7 (1) For an award to Plaintiff of compensatory noneconomic (general) damages, in an
8 amount according to proof;

9 (2) For an award to Plaintiff of special damages, in an amount according to proof;

10 (3) For an award to Plaintiff of punitive damages, in an amount according to proof;

11 (4) For an award to Plaintiff of costs of suit incurred herein

12 (5) For an award to Plaintiff of such other and further relief as this honorable Court
13 deems just and proper.

14 **CASKEY & HOLZMAN**

15
16 Dated: April 20, 2017

By: 

Marshall A. Caskey, Esq.
Daniel M. Holzman, Esq.
N. Cory Barari, Esq.
Attorney for Plaintiff

19
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a trial by jury in this action.

22 **CASKEY & HOLZMAN**

23
24 Dated: April 20, 2017

By: 

Marshall A. Caskey, Esq.
Daniel M. Holzman, Esq.
N. Cory Barari, Esq.
Attorney for Plaintiff

04/21/2017

EXHIBIT A

DECLARATION OF MELANIE JANINE BROWN

I, MELANIE JANINE BROWN, declare as follows:

1. I am the Petitioner in this action. I have firsthand, personal knowledge of the facts contained in this declaration, and if called as a witness, I could and would competently testify hereto under oath.

2. Except as to such facts as stated from my information and belief, which I believe to be true, the following facts are stated from my personal knowledge and if called upon herein to testify, I would and could do so competently thereto under oath. I offer this declaration in lieu of personal testimony pursuant to §§2009 and 2015.5 of the *Code of Civil Procedure*, Rule 1225 of the *California Rules of Court*; *Reifler vs. Superior* (1974) 39 Cal.App.3d 479 and *Marriage of Stevenot* (1984) 154 Cal.App.2d 1051.

3. I submit this Declaration in support of my request for Temporary and Permanent Restraining Orders.

NO NOTICE REQUEST

4. I am a recording artist, actress, and television host. In the 1990s, I was a member of the Spice Girls, and later went on to become a solo recording artist. In 2007, I was runner-up on the fifth season of *Dancing with the Stars*, and since then, I have worked steadily hosting a variety of television shows both in America and abroad. I was a judge on the United Kingdom and Australian versions of *X Factor*, the co-host for *Dancing with the Stars Australia*, a coach on *The Voice Kids* in Australia, and currently, I am a judge on *America's Got Talent*.

5. Respondent and I were married on June 6, 2007, in Las Vegas, Nevada, after a very brief (2 month) courtship. We separated on December 28, 2016. We have one (1) daughter together, Madison Belafonte Brown, (currently age 5). I have two other children from previous

1 relationships. Respondent is a large, extremely aggressive, hostile and violent individual. I
2 am in fear for my safety and that of my children. As such, I have chosen to seek temporary
3 orders of protection given the following:

4 6. *During my relationship with Respondent I was subjected to multiple physical*
5 *beatings which are documented in photographs.* I have tried to leave Respondent many times.
6 Every time I tried, Respondent threatened me with violence and threatened to destroy my life in
7 every possible way. He said he would destroy my career and take my kids from me. He
8 threatened to release sexually explicit videotapes claiming I would never again work in the
9 entertainment industry. These threats were made so as to allow Respondent to gain and keep
10 control over me and my finances.

11 7. Respondent has an extensive criminal history consisting of the following: 1)
12 He was arrested on October 12, 1993 by the Point Pleasant Police Department. He pled
13 Guilty to Simple Assault on June 9, 1994; 2) He was arrested on July 2, 1994 by Point
14 Pleasant Police Department for Burglary and Theft. He pled Guilty to "Unlawful Taking"
15 on August 8, 1994; 3) He was arrested on February 9, 2001 by Ocean County Sheriff's
16 Office and was indicted in the Ocean County Superior Court. Respondent pled Guilty to
17 "Computer Crimes" on April 23, 2001; 4) He was arrested in 2000 for assault against two
18 men which was later reduced to vandalism; 5) He was convicted in 2003 in Los Angeles
19 County for Domestic Violence against the mother of his first child; 6) In 2007, he admitted
20 that he beat a Mallard (bird) to death with a brick; 7) In 2010, he assaulted and battered
21 three men in London; no charges were brought but photos of the brawl were released in the
22 media.
23
24
25
26
27
28
29

///

04/21/2017

1 8. Respondent is in possession of a handgun. I believe the weapon is either a .38
2 special and/or a .357 magnum. I have seen the gun in Respondent's possession on multiple
3 occasions. Respondent kept the weapon in a lock box in the bedroom closet. Respondent is a
4 convicted Domestic Violence misdemeanor. Respondent suffered a domestic violence
5 conviction in 2003 in Los Angeles County case number 3HLO1349 and is therefore unable
6 to legally possess a firearm as it is a violation of Title 18 U.S.C. 922(g)(8). Despite this
7 prohibition, Respondent has maintained possession of the gun at the family residence. On
8 Friday, March 31, 2017, Federal Law Enforcement executed a Federal search warrant in
9 order to seize Respondent's handgun. After making entry and conducting a search of the
10 residence, it was my understanding that Federal authorities failed to locate the weapon. My
11 fear of Respondent is greater than it was prior to the search as I know Respondent will take
12 this out upon me and the children.

13 9. I fear that with Respondent's character trait for violence, my prior physical
14 beatings by him, his willingness to violate both federal and state law by possessing a handgun- he
15 knows no bounds. I believe Respondent still has possession of the weapon but has it hidden such
16 that the authorities cannot locate and therefore prosecute him.

17 10. Given my fear of Respondent, his possession of a firearm and his violent nature, I
18 have decided not to give *ex parte* notice of this request.

19 11. Were I to provide notice of this request for Protective orders, I believe Respondent
20 could and would hurt me. I believe Respondent will undoubtedly blame me for the search of the
21 residence and the fact that he was handcuffed and detained by law enforcement. I further believe
22 that Respondent will lie to this Court on a DV-800 form claiming he had neither control nor
23 possession of the handgun I have clearly seen him with. Lastly I believe he is extremely dangerous

1 and a threat towards my safety and the safety of the children. Providing him notice without
2 protective orders in place would only serve to infuriate him and increase the risk of physical harm
3 to either me or the children.

4 RELATIONSHIP HISTORY

5
6 12. Respondent's name is Stephan Stansbury, but he often goes by the alias Stephan
7 Belafonte. At the time of our marriage, I was unaware that "Belafonte" was not Respondent's
8 legal surname, nor was I aware that he had been previously married. Throughout the marriage, I
9 was the primary income earner. Respondent held neither steady nor gainful employment.

10 Respondent has held himself out to be the son of singer Harry Belafonte, when in reality he is not
11 related.

12
13 13. At the time of our marriage, in June 2007, I was exactly two (2) months from the
14 birth of my second child (not a child of Respondent's). At the time, I was vulnerable. I was
15 giving birth as a single mother, my self-esteem was very low, and my hormones were out of
16 balance due to the pregnancy. Respondent rushed in to help me in every way. He appeared at
17 first to be someone who was very much there for me and my newborn. However, Respondent's
18 kindness quickly turned sour as he became controlling, manipulative and abusive as further
19 discussed below. He proposed to me after a very short relationship. In hindsight, I believe his
20 kindness was in essence his way of "grooming" me given his recognition of my vulnerability
21 stemming from my recent pregnancy.

22
23 14. Immediately after marriage, Respondent became emotionally and verbally abusive.
24 He would tell me that I am worthless, that he made me "who I am," that no one knows how really
25 stupid I am, and that he was responsible for making me look intelligent to the outside world. His
26 denigrating and demeaning comments were made to belittle me. Ultimately they took their toll in
27
28
29

1 undermining my self-confidence and my self-esteem. Respondent would go from being extremely
2 nice to extremely mean. His comments were not limited to my intellect. He would demean my
3 physical appearance by calling me fat, ugly, and old. It particularly hurt considering that I had just
4 given birth to my daughter and I felt ungainly and self-conscious because I had not lost the weight
5 from the pregnancy. Respondent would tell me, "Thank God I'm with you - no one else would
6 want you." It was not only the things Respondent said to me but the way in which he said them.
7 His tone was nasty and loud. When making these vulgar comments, he would put his face inches
8 in front of mine and scream the insults at me.
9

10 RESPONDENT'S EMOTIONAL ABUSE

11 - BECAME MORE EGREGIOUS THROUGH THE USE OF THREATS

12 15. For the next three and a half (3.5) years, Respondent continued to be emotionally
13 and verbally abusive towards me.
14

15 16. I desperately wanted to leave the relationship and tried to do so during our first
16 year of marriage and every year thereafter. When I threatened to leave, Respondent informed me
17 that he has videos of our sex life and other private moments. Respondent would threaten that if I
18 left, he would release the videos to the tabloids. I have lived the past decade in fear that
19 Respondent would release intimate videos of me that would embarrass me and damage my
20 reputation and my career. Once Respondent made the threat of releasing videos, it became
21 impossible to say no to him, giving him complete control. I also learned that Respondent
22 threatened to release the videos to DCFS in an attempt to have the children taken away from me.
23

24 17. Respondent often times demanded that I participate in sexual intercourse with him
25 and random women that he brought back to our hotel rooms. If I objected to participating, he
26 would threaten to release compromising videos of me. He would often times surreptitiously
27
28
29

1 videotape these encounters, and, if I discovered the recordings, I would beg him to delete them.
2 These tapes represent yet another hallmark in Respondent's scheme to manipulate and control in
3 that these tapes and others became the subject of his threats in the event I should ever leave the
4 relationship.

5
6 RESPONDENT'S EMOTIONAL ABUSE TURNS PHYSICAL

7 18. In November 2007, Respondent and I held a party at my former residence in the
8 Mt. Olympus neighborhood after the *Dancing with the Stars* finale. There was to be a live
9 interview with me from our house the following morning. Prior to the appearance, I went
10 downstairs to get into hair and make-up for the television appearance. When I went back upstairs,
11 Respondent approached me in the bedroom. He was in a rage and I had no idea why. He placed
12 both of his hands around my neck and began choking me. He then slammed me down onto the
13 hardwood floor. When this happened, the children were asleep in their beds and thankfully they
14 did not wake up. I was injured as a result of his actions. I had red marks around my neck that
15 needed to be covered up by the makeup artist. This was the first instance of physical violence in
16 our marriage. Later, I would come to realize that Respondent's beatings and abuse would coincide
17 with my career success. When something good would happen for me, he would beat me down to
18 let me know that he was in charge.

19
20
21
22 19. Between 2008 and 2010, Respondent continued with his constant stream of verbal
23 and emotional abuse. Respondent's behavior changed in that when he became angry, the verbal
24 onslaught was accompanied by physical contact. Respondent would often shove me or physically
25 restrain me such that I could not escape from "rants".

26
27 20. In 2010, Respondent's abusive conduct once again escalated once again after he
28 hired Lorraine Gilles, an exchange student from a small town in Germany, claiming she would
29

1 become a Nanny for our daughter. Lorraine was some 20 years old and was quite beautiful.
2 Respondent would degrade me in front of her by comparing me to Lorraine telling me how much
3 younger and better looking she was. I later discovered that Respondent was having sex with
4 Lorraine and was paying her inordinate amounts of money. Over the course of some three years, I
5 recently learned that Respondent paid Lorraine in excess of \$300,000.00 for alleged nanny
6 services. Respondent immediately began setting Lorraine up as my rival. She answered to, and
7 reported to Respondent.

9 21. In 2010, Respondent and I were at a bar and he became involved in a brawl and
10 beat up two men. Someone in the bar took pictures of the brawl and the pictures hit the media.
11 True and correct copies of the foregoing photographs are attached as Exhibit "1." Respondent
12 later claimed that he got into this fight to protect me; however, his claim was false. In actuality,
13 the men had just attempted to speak with me and Respondent became enraged that they wanted to
14 talk to "his" wife. A verbal altercation ensued. One of the men insulted Respondent at which time
15 Respondent challenged the man to "come over and say that to my face." Respondent then
16 proceeded to beat up both men. One of the men was beaten bloody.

17 22. In July 2012, while I was taping the *X Factor* in Sydney, Australia, I was sent by
18 the show to New York to do what was called a "Home Visit" segment. Usher, the recording
19 artist/producer, was to appear in the segment with me. On the evening of the taping, Respondent
20 flew into a rage claiming that I had been flirting with Usher all day. Respondent was clearly
21 jealous without reason. Respondent punched me with a closed fist in the face causing my lip
22 to split and then swell. I asked Respondent how I was supposed to work with a swollen lip, and
23 he told me that I should have thought of that before I decided I wanted to "flirt with and fuck"
24 Usher.

1 23. When I showed up on set with a swollen lip, people began asking questions. I lied
2 in order to cover for Respondent and told everyone that I had an allergic reaction to shellfish. My
3 lip and lower portion of my face was swollen to the point that I had to be filmed from a particular
4 angle so that the injury would not show up on tape. The producers called a doctor for me because
5 my face was so bad. The doctor gave me a steroid injection in order to treat what I told him was
6 an allergic reaction. I risked my own health by taking a medically unnecessary injection because
7 of my fear of Respondent and what he would do if I did not cover for him.
8

9 24. After the beating, Respondent threatened that if told anyone what had happened, he
10 would release the tapes and damage my career, take the children and destroy my life. He told me
11 that no one would believe me because everyone thinks I'm crazy. He called me a "fucking
12 monkey," told me that I was dumb, and said that I was a "derelict".
13

14 25. In August 2012, I performed with the Spice Girls at the closing ceremony for the
15 London Olympics. The following day, Respondent and I went to Prague and joined two friends.
16 During that trip, Respondent and I got into an argument. Respondent once again punched me in
17 the face with a closed fist. He then pushed me down on the carpet. I was forced to seek
18 medical attention while in Prague given my face hurt so badly. Respondent made me pay for
19 the medical treatment in cash so that it could not be traced. My face swelled from the punch
20 and my skin was burned from being pushed against the carpet. My face actually scabbed
21 over the rug burns. Because the injuries were so obvious, and because the media had
22 snapped pictures of me with the facial injury, Respondent forced me to "tweet" out that I
23 injured myself by running on 7 inch Christian Louboutin heels. Collectively attached as
24 Exhibit "2" are true and correct copies of photographs of me reflecting the injury I sustained in
25 Prague.
26
27
28
29

RESPONDENT DISRUPTS MY ABILITY TO WORK

1
2 26. Respondent constantly disrupts and interferes with my ability to work. He becomes
3 irrationally jealous when I attempt to interact with others on set. Respondent projects hostility and
4 an aura of intimidation on set such that producers, assistant producers and co-stars have expressed
5 concern. Respondent's actions are both embarrassing and disruptive of my emotional calm. After
6 tapings, I would constantly hear Respondent complain about how much happier I appear to be on
7 set than at home. I am terribly uncomfortable with Respondent being around me while on set.
8
9 Given his volatility, I made the decision to have him banned from the set.

10
11 27. Following the Usher incident and the Prague incident, I was committed
12 contractually to appear on the Australian version of *X Factor*. I had to return to Australia to film
13 the show while I was still bruised. Respondent insisted that he accompany me to Sydney and
14 demanded that I ask for two first-class tickets for us. He demanded that he be allowed to be on set
15 during filming. Given the fact that he had on two separate occasions punched me with a
16 closed fist, I was unwilling to let him anywhere near the set so as to risk his disruptions, his
17 anger and his abuse. As a result of my fear, I had Respondent banned from the *X Factor* set in
18 Sydney.
19
20

21 28. Banning Respondent from the set did not stop the harassment or the intimidation.
22 Respondent would call and text my phone incessantly. On the occasions he could not reach me he
23 would call the people in my inner circle and harass them through the use of multiple annoying
24 phone calls and hostile conversations wherein he demanded that they attempt to reach me.
25

26 29. Respondent refused to allow me to have an assistant. He would force me to make
27 business arrangements for myself so that he could monitor everything. He demanded to see my
28 contracts. He demanded to speak to my agent. He demanded to make changes to my contracts, i.e.,
29

1 styling budget, hair and makeup, travel and hotel. He would become verbally abusive with all
2 those around me such that my business relationships if not outright "soured" were ultimately
3 "chilled".

4 RECENT HISTORY.

5
6 30. In late April or early May 2014, Respondent and the "nanny", Lorraine, told me
7 that Lorraine was pregnant with Respondent's child. Respondent told me he wanted her to have
8 the baby and all three of us live together. I was shocked and in disbelief. Respondent later
9 demanded that Lorraine have an abortion. Respondent used money earned by me to pay for
10 Lorraine's abortion, and he used money earned by me to pay for Lorraine's hotel stay while she
11 recuperated from the procedure.

12
13 31. In 2014, I travelled to England with the kids and Lorraine to film *X Factor-UK*. By
14 this time, there was no pretense that Lorraine was anything but an agent for Respondent, and that
15 she there to keep tabs on me for Respondent.

16
17 32. In December 2014, Respondent came to the UK. Respondent's abuse, coupled with
18 the mind-games became overwhelming. In a moment of emotional and physical exhaustion, I took
19 an entire bottle of Aspirin. I immediately regretted the action, and tried to call 999 (England's
20 version of 911), and Respondent blocked me from calling for help. He threw me in the bedroom
21 (without a phone) and locked the door, telling me to "die, bitch!" I tried to break down the door,
22 and eventually I was able to break the lock as it was very old. Seeing that I opened the door,
23 Respondent pushed it shut. Each time I would pry the door open and try to squeeze out,
24 Respondent would slam the door on my head. I kept telling him that I wanted to get my stomach
25 pumped and I begged him to let me out. At some point, my friend Randy came over, but forced
26 him to leave. Randy apparently called an ambulance for me, but Respondent turned it away. The
27
28
29

1 next morning, my driver came to take me to work. Upon seeing me, the driver told me he was
2 taking me to a hospital and that I would not be taken to work. I was in the hospital for two days. I
3 was badly hurt. During that time, Respondent was not allowed near me. I had security standing
4 outside my hospital door with a picture of him so they knew to keep him out.
5

6 33. While I was in the hospital, Respondent was making plans to slip out of the
7 country. Respondent had Lorraine bring the children to Germany without my permission or
8 consent while I was recovering from my physical injuries. The authorities were called. It is my
9 understanding that Respondent had Lorraine take the children back to London. It is my further
10 understanding that London authorities issued a warrant for Respondent's arrest. In order to evade
11 law enforcement, Respondent and Lorraine flew back to Los Angeles with our daughter Madison,
12 using my money to purchase first class air travel from London to Los Angeles without any
13 advance notice.
14

15
16 34. I am informed and believe and thereon allege that due to a warrant being issued
17 against Respondent by UK authorities he was ultimately banned from England. My injuries
18 caused me to miss filming for the X Factor-UK and it became a major media storm in England.
19 Upon being able to return to work, I still had visible facial and body wounds from Respondent's
20 abuse. These injuries could not be concealed, even with heavy theatrical make-up. The media
21 picked up on my injuries that were clearly visible when I returned to X Factor-UK. Still frames of
22 my performance with visible injuries flooded the internet. True and correct copies of some of the
23 still frames are collectively attached hereto as Exhibit "3."
24

25
26 35. During that performance, in defiance of Respondent's continued abuse, I stood on
27 the stage with my hands up so that it was clear that I was no longer wearing my wedding ring. I
28
29

1 wanted to send a message to Respondent that I was no longer going to let him abuse me. A true
2 and correct copy of a still frame is attached hereto as Exhibit "4."

3 36. Respondent then took matters in his own hands. He asked my therapist Dr.
4 Charles Sophy to fly to London to "check up" on me and offered Dr. Sophy payment for his air
5 travel. In an extraordinary example of Respondent's manipulation and cunning, I believe
6 Respondent failed to tell Dr. Sophy that he had "tipped off" the London Paparazzi that Dr. Sophy
7 was arriving to check up on me so as to "spin" the story away from the spousal abuse towards a
8 potential suicide attempt. Hindsight makes apparent that Respondent deceived Dr. Sophy into
9 flying to London so as to provide a pretextual story to mitigate the negative legal attention and
10 press issued against him. Dr. Sophy and I spent a significant amount of time together in London
11 and he was able to see the extent of my emotional pain. By the time Dr. Sophy came, my physical
12 injuries had healed (and I was wearing make-up). I didn't tell Dr. Sophy about the injuries. I was
13 still protecting my abuser. I told Dr. Sophy I felt better given Respondent was back in Los
14 Angeles and Dr. Sophy told me that he had seen Madison and that she was fine. I was enormously
15 relieved to hear that.

16 37. After that episode, Respondent began to press me and Dr. Sophy, in an effort to
17 "take the heat off of him in the British Press" (as they were all reporting that he had beaten me).
18 Respondent demanded that I release a press statement that I had attempted suicide while in
19 London, and I refused.

20 38. Upon my return to Los Angeles, Respondent continued in his effort to paint me as
21 crazy. Respondent continued in his efforts to pressure me into releasing a press statement that I
22 had attempted suicide. He would tell Dr. Sophy that I was crazy without admitting to his abuse.
23
24
25
26
27
28
29

1 39. Now that I was back in Los Angeles, Respondent wasted no time in issuing threats.
2 He threatened that he would tell *X Factor* and the press that I tried to kill myself so I would lose
3 my job. He berated me and called me stupid. Given his threat, I felt compelled to tell my
4 employers myself that I had attempted suicide in an effort to "escape" from my husband and his
5 abusive conduct. My employers understood and were genuinely empathetic and supportive. They
6 offered to assist me to get as far away as possible from Respondent.
7

8 40. In January 2015, I finally worked up the courage to fire Lorraine. When I did,
9 Respondent went ballistic. He screamed and yelled at me for some three straight hours. He told
10 me that Lorraine raised our children far better than I ever could. He told me that she was his "ride
11 or die bitch" and the only woman in his life that completely had his back. Respondent stated to
12 me, "No matter what she will always be in my life. How dare you fire her." When he finally
13 calmed down he told me to shut up and listen - instructing and demanding that I call Lorraine,
14 apologize profusely, beg her to come back, re-hire her, and give her a raise. He then threatened,
15 "You do realize that Lorraine could be a witness against you and give a story to the press and tell
16 Child services. Your career will be ruined." This was just another threat in a long line of threats
17 made by Respondent.
18
19
20

21 41. Despite wanting to leave the marriage and obtain my independence, the old fears
22 reemerged and I conceded to Respondent's demands. I rehired Lorraine and fell back into the
23 same old pattern. This time however, Respondent treated Lorraine as if she was his wife and I was
24 second rate. His demeaning comments towards me made in Lorraine's presence became worse.
25 Lorraine felt empowered by this and became manipulative and demanding of me, knowing that I
26 could not fire her.
27
28
29

RESPONDENT'S USE OF MY INCOME.

42. Respondent has taken millions of dollars from me during our marriage. There was one joint account in which all of my income was deposited. Respondent demanded that he be the main signatory. He would take money from this account and invest in whatever entity or project that interested him. He would constantly represent to me that the money was safe, taxes were paid, and that he "has it covered." Despite these representations I later learned that he had taken money earned by me so as to benefit Lorraine and others without my knowledge and consent.

43. Without my knowledge and consent, Respondent used \$325,000 of my money to pay for the support of his child from a prior relationship.

44. As mentioned previously, Respondent also paid Lorraine in excess of \$300,000 over a three-year period of time for alleged "nanny services."

45. When I finally fired Lorraine for good, Respondent turned around and paid a company called Events Locker some \$60,000.00. Lorraine was designated a "promotions manager" for this company.

46. After having made these discoveries, I contacted my accountant's assistant, Fabiola, and informed her that any expenditures by Respondent in excess of \$5,000.00 from our joint account would require my approval. Upon learning of this, Respondent went ballistic. He screamed and yelled at me stating, "You are disrespecting me and I don't trust you." He repeated over and over how he "made me," how, "how I am the only one who is there for you." He told me how "No one gives a 'fuck' about Mel B," other than him.

47. I later learned that Respondent would invade my email account without my knowledge and consent so as to review the approval requests sent by Fabiola, falsely using my identity and email account to respond and approve the expenditure requests.

1 48. Other times Respondent would simply scream and yell at me to approve Fabiola's
2 requests, cornering me and demanding that I send an approval email for the expenditure. He
3 would demand immediate approval without allowing me the opportunity to read Fabiola's email.
4 This occurred at least 20 times.

5
6 49. Denying Respondent unlimited access to our joint account really "set him off". The
7 verbal abuse continued. The name-calling continued. The insults continued. In an effort to stave
8 off his behavior, I simply agreed with him - that yes I was fat. Yes I had saggy arms. Yes I was in
9 my forty's, Yes Lorraine was younger and better looking than me. My acquiescence became my
10 new defense to his abuse.

11
12 **CONTINUED ABUSE THROUGHOUT 2016**

13 50. Respondent's abuse of me expanded to include those around me. Though this was
14 not new, it became extremely distressing to me. Respondent became abusive to my talent agency
15 and would treat my agents as if they were working for him rather than me. He would use my name
16 in an effort to obtain meetings and/or to "pitch" shows. My agents constantly complained to me
17 that they did not want to have contact with him. They complained to me that he was abusive and
18 demanding. I found all of this extremely disruptive and distressing in that his conduct was
19 adversely affecting my business and my business relationships.
20

21
22 51. On March 3, 2016, I began working again with *America's Got Talent*. On or about
23 March 29th, I went to London on business. Part and parcel of the trip was a meeting with the other
24 members of the Spice Girls so as to discuss the possibility of a reunion tour. Respondent insisted
25 upon going with me. While I was there, Respondent became angry and began screaming at me. He
26 called me a "derelict" and threatened to send the other Spice Girls compromising videos of me.
27
28
29

1 52. On June 30, 2016, Respondent informed me that we are all taking a vacation on a
2 boat with Lorraine to Ibiza. I was mortified in that I only wanted a quiet holiday with Respondent
3 and the kids. While on the trip Respondent resorted to the same name calling, screaming, yelling
4 and demeaning conduct again done in the presence of Lorraine. I would leave the boat daily to go
5 to the gym in an effort to get away from Respondent and Lorraine.
6

7 53. After the trip I gave Lorraine a six-week termination notice. I told her she would be
8 terminated effective September 1, 2016. She actually laughed at me. Respondent again went off
9 on me saying that she is not "fired" and that Lorraine is "the only person in my life that I trust."
10

11 As the September 1st termination date drew closer, Lorraine married her best friend, Michael
12 Bleau, on August 14, 2016. I soon learned that Respondent had wire transferred \$60,000.00
13 without my knowledge or consent to Michael Bleau's business, "Events Locker" wherein
14 Respondent was designated Vice President of Business Development, and Lorraine wore the title
15 of Promotions Manager.
16

17 54. On or about October 17, 2016, I flew to Australia with the two kids, Angel and
18 Madison, in order to film *X Factor* in Sydney. I did not want Respondent to come. While there
19 and away from Respondent, I was constantly harassed by his repeated annoying phone calls and
20 texts in an effort to reach me. When Respondent was unable to reach me, he harassed my nanny,
21 Lauren, by repeatedly calling and texting her phone in an effort to locate and/or connect with me.
22 When Lauren didn't respond, Respondent harassed my security with the same constant annoying
23 telephone calls and texts in an effort to reach me. On one particular occasion, I had taken off
24 several hours to spend time with friends on a boat. While out, Respondent somehow got hold of
25 the Captain's phone number and dialed it repeatedly to the point where the Captain became so
26 annoyed, he took us all back into shore.
27
28
29

1 55. On or about November 9, 2016, I attended a dinner party with friends. Respondent
2 found out and again went ballistic, yelling and screaming at me for two days straight.

3 56. I came back from Australia on November 24, 2016. On that particular night,
4 Stephan placed my empty luggage bags in the rear of the nanny's vehicle after I had asked him to
5 put them in the garage. The following night I went to the gym to work out. Respondent told me I
6 shouldn't be driving around at night because "dangerous things can happen." Later, Respondent
7 came to me with video from our home's security system. It just so happened that within a short
8 period of time after our conversation, an individual in a mask broke the rear glass of our nanny's
9 vehicle and stole my empty luggage that Respondent had just left in the trunk. The nanny car had
10 been parked in the perfect place to capture the break-in and the man in the mask. The coincidence
11 was not lost upon me. I believe Respondent orchestrated the incident and had someone break into
12 the car in an effort to scare me. Respondent claims he filed a police report but I have been unable
13 to locate any such report being made to law enforcement.

14 57. On November 29, 2016, I left for London to tape *lip sync battle*. I went with the
15 kids and my friend Randy. Respondent stayed home. True to form, Respondent harassed me
16 throughout my entire trip by making multiple annoying phone calls and texts. When he was
17 unable to reach me he would harass Randy by making repeated phone calls and texts to Randy's
18 phone. Additionally, because I was in London for ten days, it was very important to me to bring
19 the children to visit with my mother. Respondent had a huge resentment against my family,
20 especially my mother, and would do anything to keep them away from me. They had expressed
21 concern about Respondent's physical and emotional abuse of me and they had seen the bruises in
22 the media. When Respondent found out through one of this "sources" that I had taken the
23 children to see their grandmother, he called and went ballistic. He was screaming and shouting
24
25
26
27
28
29

1 profanity. He said if I take the children to see my mother, then he will take them to see the former
 2 nanny, Lorraine. I had told Respondent that I did not want to hear anything more about Lorraine
 3 after I fired her.

4 58. On December 15, 2016, I flew to New York. I was contracted to play in the
 5 Broadway musical "Chicago". Respondent did not come to New York. Once again, as in my past
 6 travels without Respondent, his harassment continued from afar. Respondent would repeatedly
 7 call and text my cell phone numerous times per day. He would call and text me during the
 8 performance knowing I was on stage. He would ask people to conduct surveillance upon me. He
 9 would call and text telling me he had people watching me and informing him as to when I left the
 10 hotel, when I arrived at the theatre, when I left the theatre. While away and while I was working
 11 Respondent made sure that he caused me grief, anguish and stress.

12 59. While in the UK I took the children to see the Lion King. I received multiple
 13 telephone calls from Respondent ranting and raving at me that I intentionally waited to take the
 14 kids to see the play without him. He told me that he had seen a picture of me in the media taking
 15 the kids to Lion King and that his absence made him look bad.

16 **RESPONDENT'S ABUSE AND INSENSITIVITY IS BOUNDLESS -**

17 **INCLUDES COMMENTS AND CONDUCT CONCERNING MY FATHER'S PASSING**

18 60. In November of 2016 I learned that my father's health was rapidly deteriorating.
 19 He was dying from cancer. I wanted to travel to the UK to spend time with my father prior to his
 20 passing but was unable to do so due to contractual obligations keeping me in New York. I
 21 expressed to Respondent my feelings and emotions over the fact that I could not leave for England
 22 until the end of February so as to see my father. Respondent's response to me after sharing an

1 isolated moment of intimacy with him was quite simple - "suck it up." "If he's going to die he's
2 going to die."

3 61. Upon completing my contract, I contacted Respondent in Los Angeles asking him
4 to send me my passport such that I could travel directly from New York to the UK to see my
5 father. I told Respondent precisely where my passport was. Respondent claimed he could not find
6 it; he claimed that it was nowhere in the house.
7

8 62. I was forced to delay my travel to the UK. I had to return to Los Angeles to retrieve
9 my passport. I was unable to find my passport despite specific recall as to where I had left it in the
10 house. I believe Respondent took my passport so as to intentionally delay my travel such
11 that I would not see my father prior to his death.
12

13 63. I was forced to apply for an emergency passport to allow my travel to the UK. I
14 flew to London from Los Angeles on February 28th. I arrived in Leeds, England late February 28th.
15 My father died on March 4, 2017.
16

17 RESPONDENT'S LAST EFFORTS TO HARASS AND INTIMIDATE ME.
18

19 64. After my father's passing, I made the decision to separate and divorce Respondent.
20 After informing him of my decision and after having moved out of the family house on March 18,
21 2017, Respondent again threatened that if I did not separate in a manner acceptable to him, he
22 would ruin me by releasing the videotapes he claims to have made of me.
23

24 IDENTITY THEFT.

25 65. In February 2017, I had arranged for a meeting between my daughter, Angel, and
26 her biological father to take place in mid-March. Up to this point they had not had a relationship.
27 Respondent became aware of this meeting and in an effort to "derail" the meet, took my phone
28
29

1 without my knowledge or consent and texted Angel's father's assistant at 4:30 a.m.
2 impersonating/claiming to be me.

3 66. I don't know the content of Respondent's text, but I do know that Angel's father
4 canceled the meeting with Angel as a result.
5

6 ABUSE IN FRONT OF THE CHILDREN

7 67. Respondent's name-calling, yelling, screaming, demeaning and demoralizing
8 conduct towards me has occurred in from of all three of the children. When this occurs in front of
9 the children, I repeatedly ask him to stop, or take it upstairs, and he repeatedly refused to do.

10 Sometimes he would even get louder until I capitulated to his particular demands.
11

12 CONCLUSION

13 68. I am in fear of my safety and I am in fear of being irreparably harmed as a result of
14 Respondent's threats. That absence the Court's issuance of Temporary Protective Orders I fear
15 Respondent will carry out his threats against me which will collaterally harm the children. As
16 such, I am requesting that the Court issue the requested orders pending hearing on the allegations
17 contained herein such that Permanent Protective Orders can be sought.
18
19

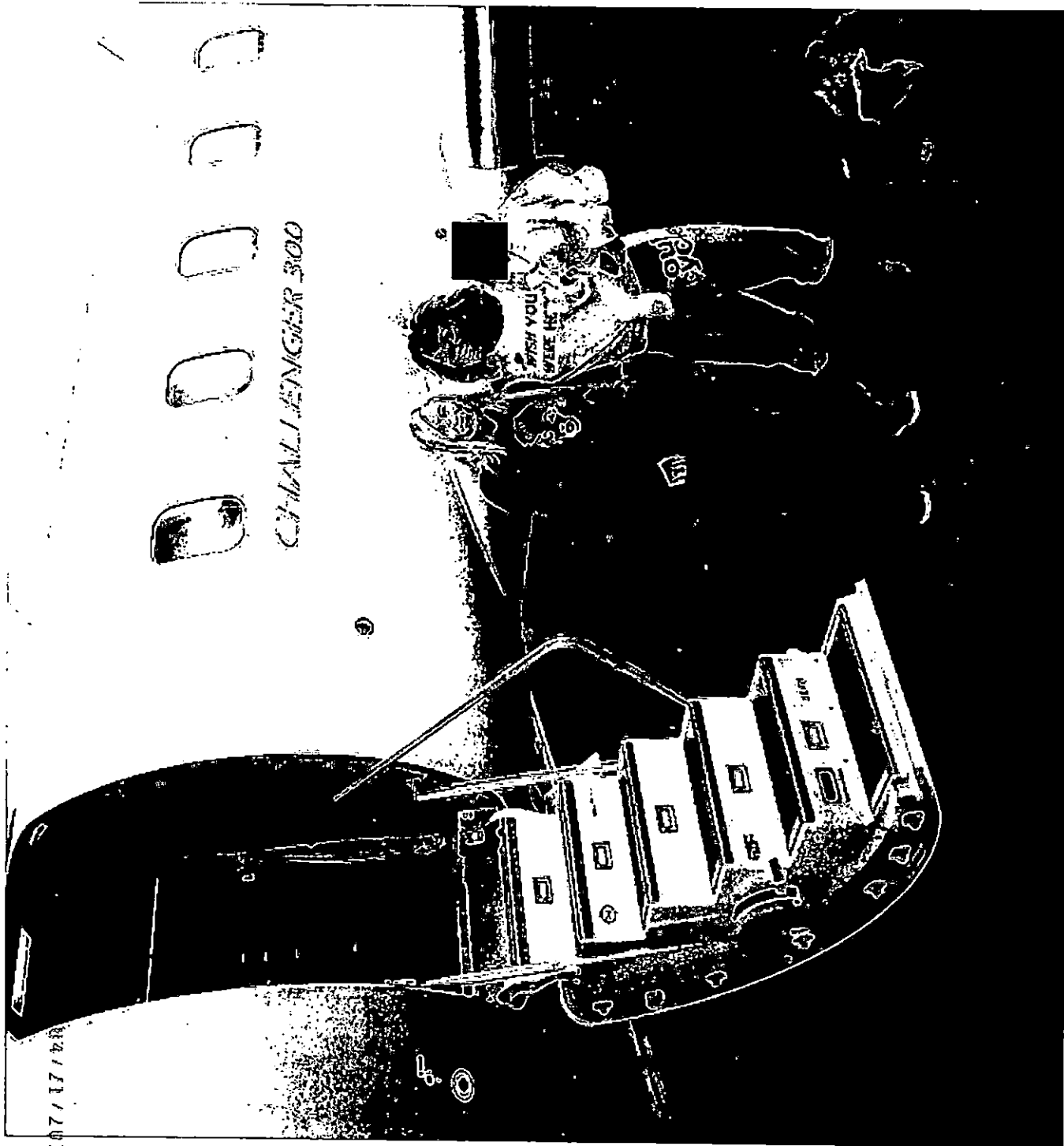
20 69. I am asking that the Restraining Orders issued include a prohibition against
21 Respondent's use, dissemination, transfer or sale of any videotaped or electronic media in which I
22 am portrayed pending hearing on my request for Permanent Orders.
23

24
25 I declare under penalty of perjury pursuant to the laws of the State of California that the
26 foregoing is true and correct. Executed this 2nd of April, 2017 at Los Angeles, California.
27

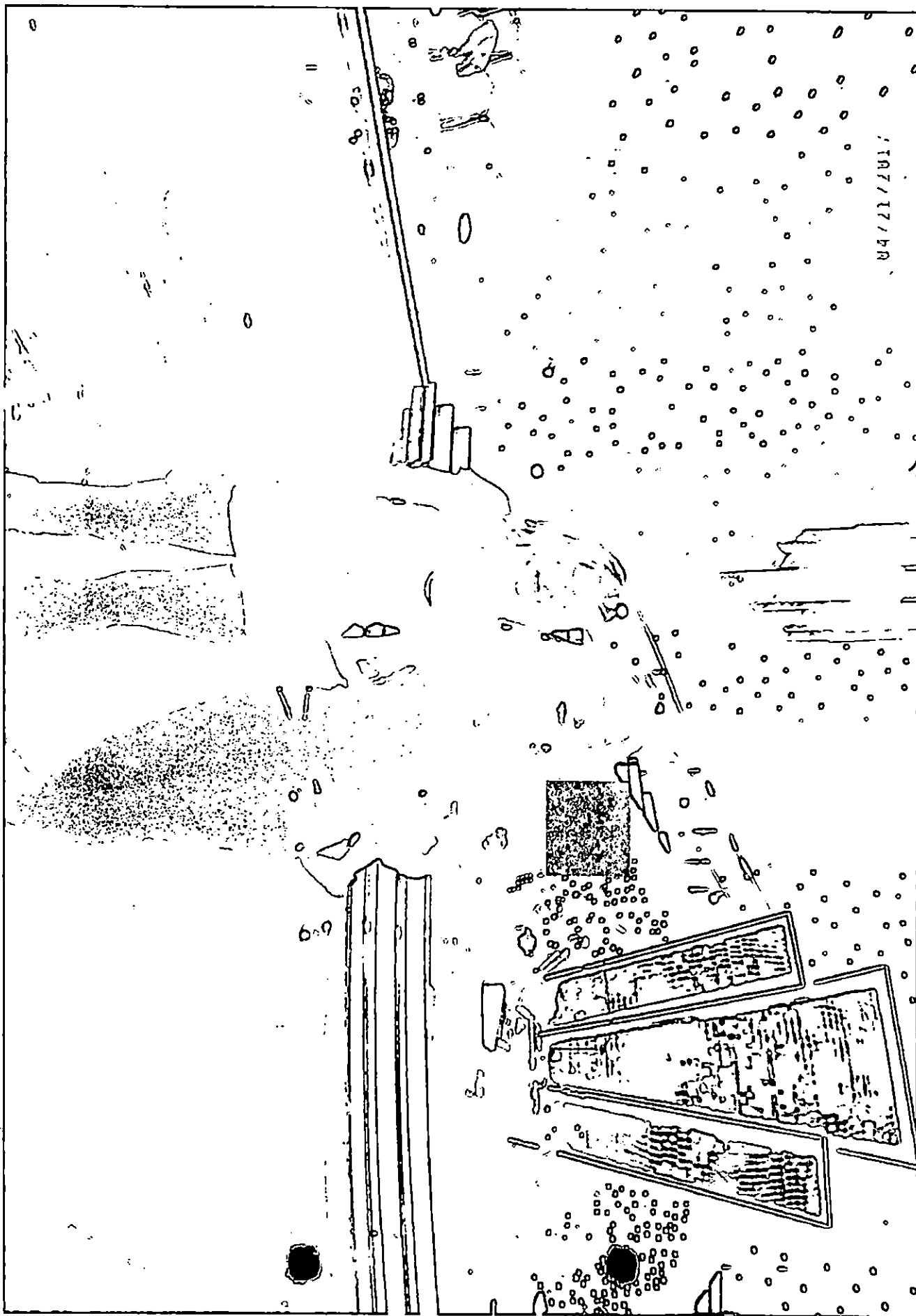
28
29
MELANIE BROWN

04/11/2011

EXHIBIT B



6X B













1



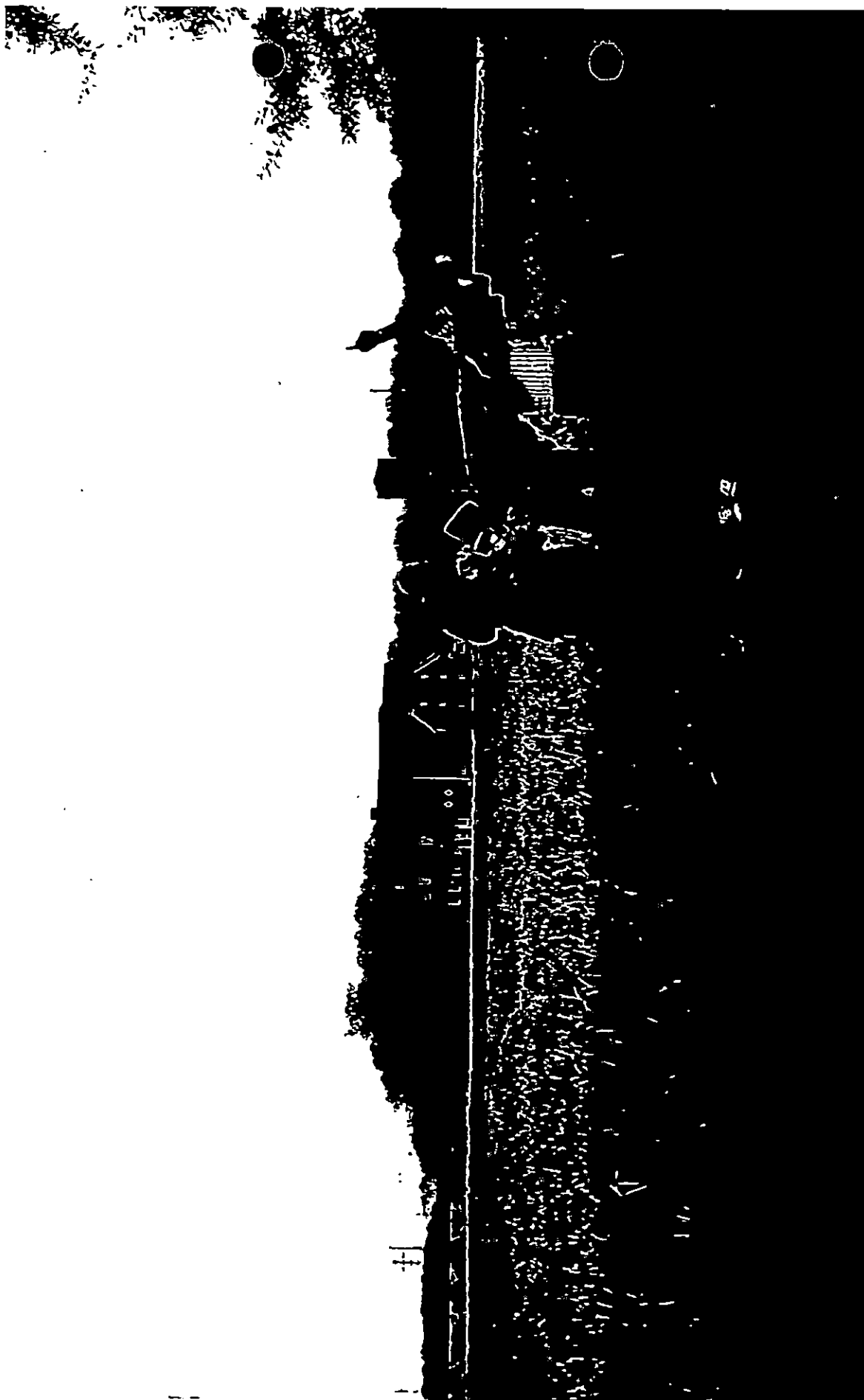
04/21/2017







04/21/2017



04/21/2011





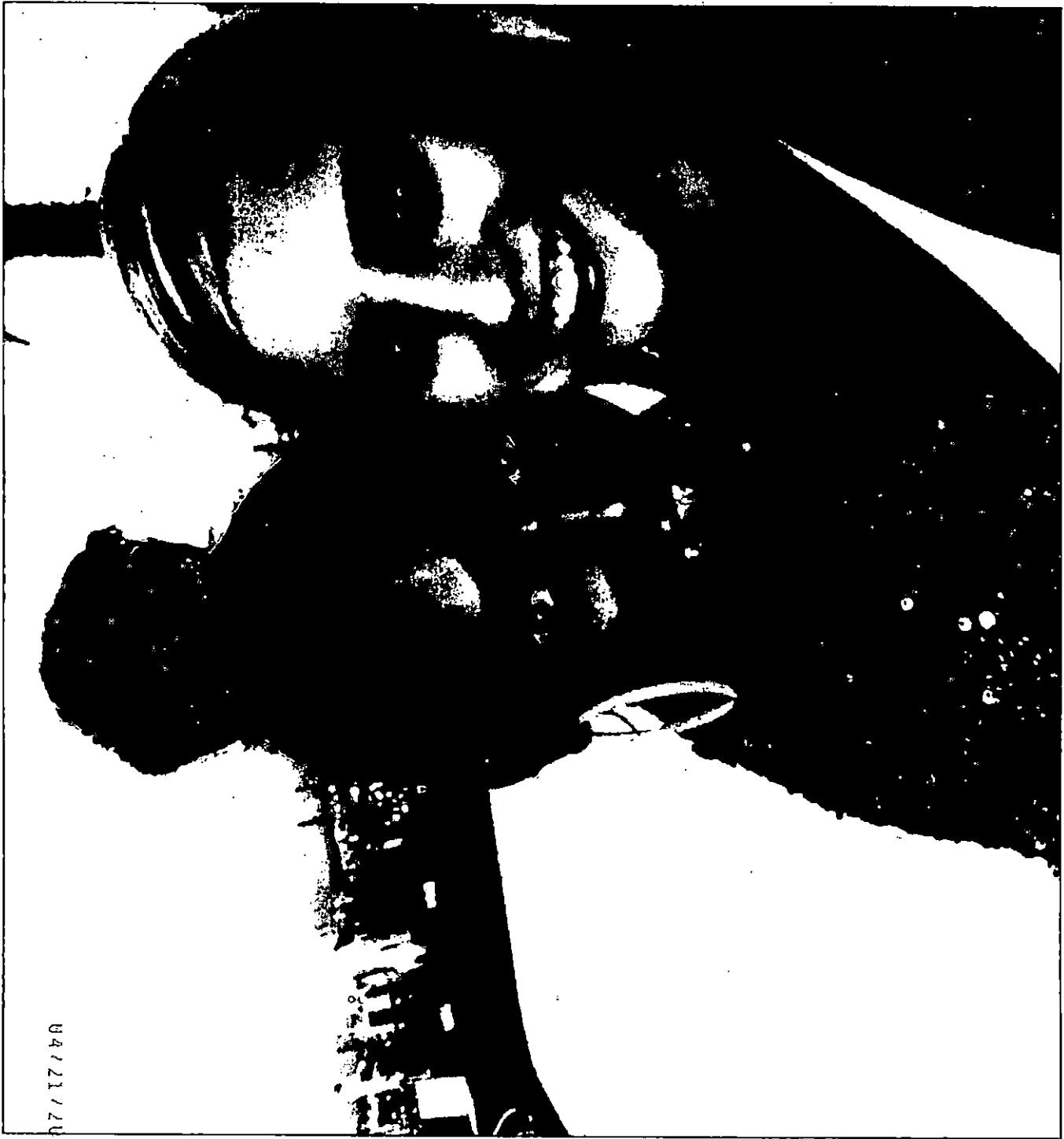
04/21/2017



04/21/2011

04/21/2017

EXHIBIT C



04/21/2017

EX C



17

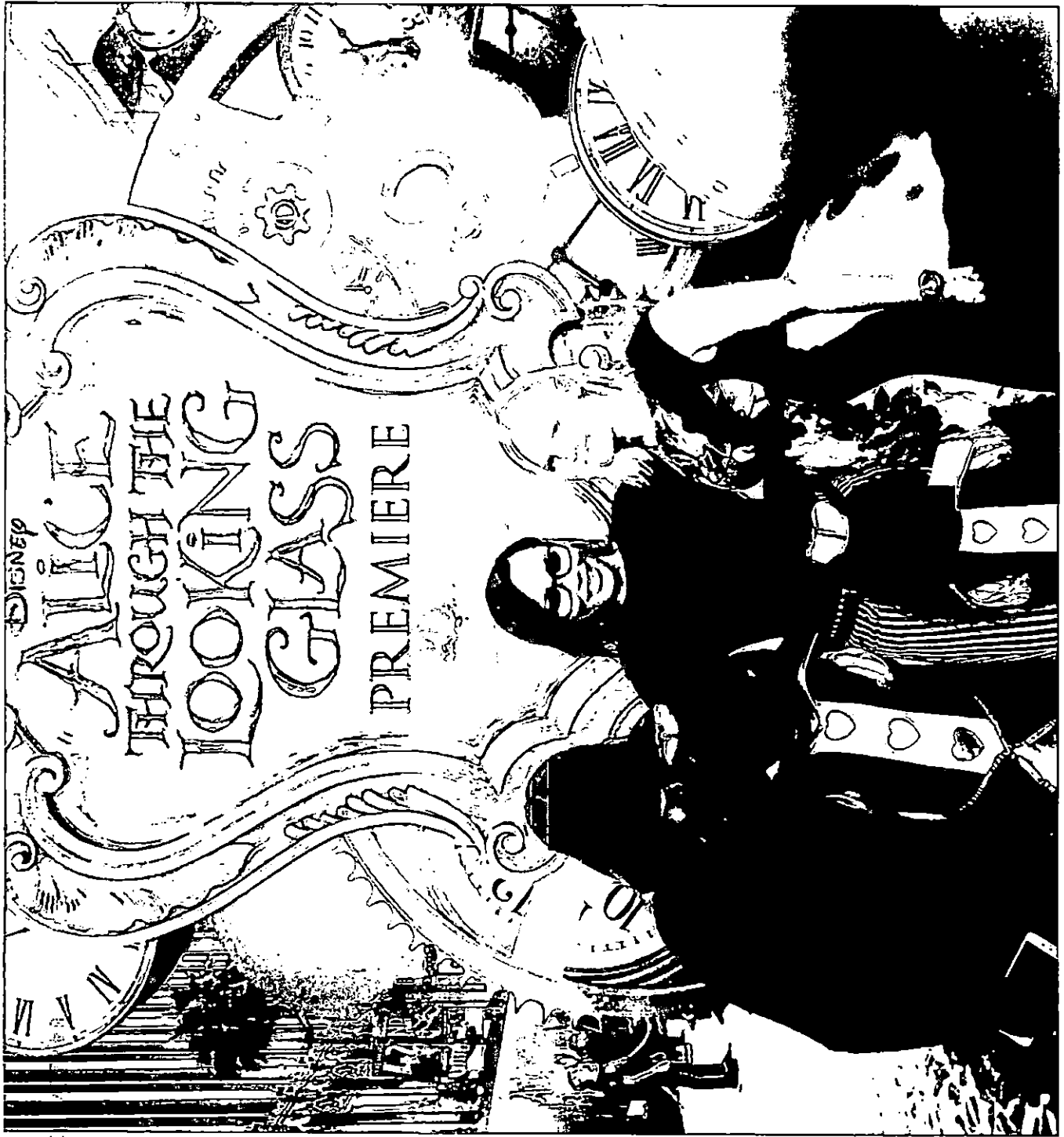




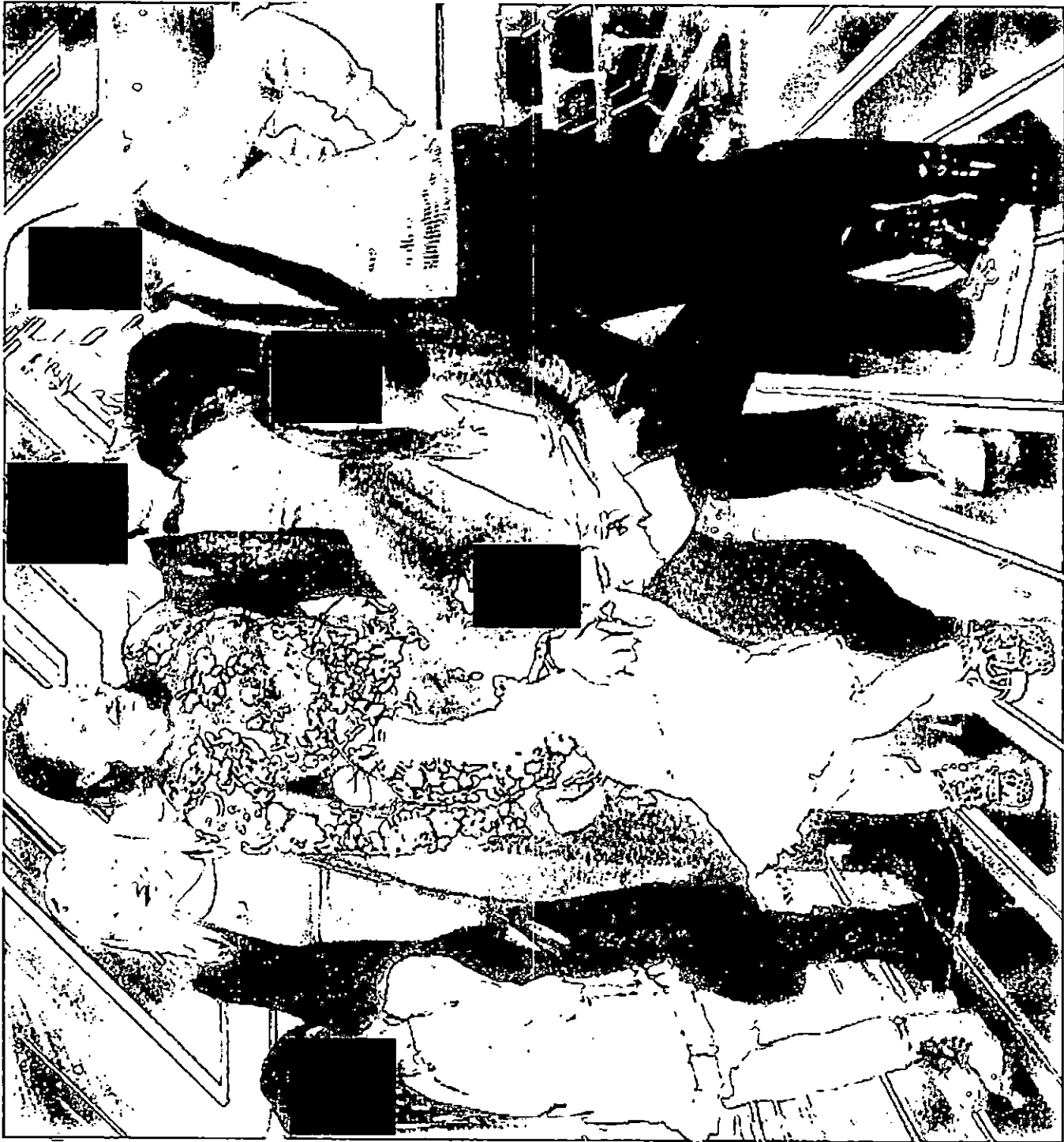












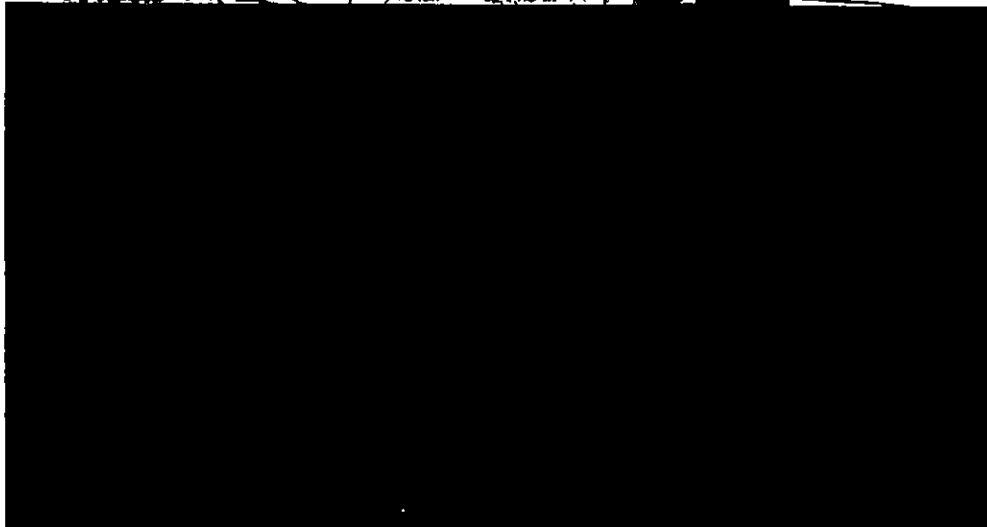


●●●○○ T-Mobile

8:49 PM

26% 

mel b with nanny



04/21/2017

04/21/2011

EXHIBIT D

From: Melanie Brown [REDACTED]
Subject: family
Date: July 2, 2012 3:59:39 PM PDT
To: Nanny Ioranie [REDACTED]

Stephen is checking us in to our hotel down stairs right now as we just got here in London at 1130pm tonight and i'm up working in 5hrs and i no your up with the baby too so i will try to keep this email short,i just want to thank you so much on behalf of me stephen and [REDACTED] for our amazing time in your town,we had soo much fun and relaxation i don't think you realize how much we loved loved over it honestly,none of us wanted to impose on your family's house or time with them so we checked into a hotel,then ANOTHER one and we all agreed we enjoyed the best staying with you and your amazing family,from you cute pregnant sister to your cheeky dad to your welcoming mum and my fav your grandmum,you really don't no how blessed you are,it makes me sad in a way i don't have that with my own family but soo happy at the same time that i now now it does exist i.e. the perfect family,we nearly missed our flight tonight and we were all wishing we did so we could spend more time with them,hahahaha. Even though i work so hard and i no you do too with my kids i'm over joyed they get to experience your family,the horses and the love and warmth they give [REDACTED] i have never seen soo excited and happy and [REDACTED] too,like Stephen said pls let your mum and dad no we will fly them to LA and give them the same hospitality as they gave to us as we had time there that was just priceless,i nearly cried as we left in the car with your mum blowing kisses,and your dad at the airport with [REDACTED] waving bye,these 3 days felt like 3 weeks of total fun and relaxation especially for me and hubby,so i will stop going on now but just no from the bottom of my heart i really do appreciate EVERYTHING they have done for us over these past few days,and it all felt soo natural and sweet and comfortable,and oh thank your mum for washing ALL our clothes,wow these 3 days really meant a lot to me and all of us,can't wait to do it again,sorry if i sound too soppy but family is everything!! xxxxx

04/21/2017

EX D

From: [REDACTED]
Subject: Rest
Date: October 14, 2011 12:05:53 PM PDT
To: "Nanny Ioranie" [REDACTED]
Reply-To: [REDACTED]

Pls try get some sleep as I will need you to help me on the nights,so [REDACTED] and [REDACTED] can do the day!
Sent from my BlackBerry® from Optus

04/21/2011

From: Mel B [REDACTED]
Subject: Safe flight
Date: November 27, 2013 9:45:24 AM PST
To: nanny2013 Gilles [REDACTED]

Are you in germany safely? Say hi to your family from us

Sent from my iPhone

04/21/2017

From: Mel [REDACTED] >
Subject: Re:
Date: January 17, 2014 5:28:23 PM PST
To: Lorraine [REDACTED]

Hahaha hope she doesn't get the emails too

Sent from my iPhone

On 17 Jan 2014, at 5:25 pm, Lorraine [REDACTED] wrote:

Have to [REDACTED] ur [REDACTED] this weekend! Has been too long!!! Emailing coz didn't know if [REDACTED] gets the messages too

Sent from my iPhone

04/21/2014

From: Mel B [REDACTED]
Subject: Re:
Date: November 18, 2012 9:15:08 PM PST
To: lorraine gilles [REDACTED]

Ahhh miss you too we are only in UK for 6 days with no kids and my diary is super slammed

Sent from my iPhone

On Nov 18, 2012, at 10:43 AM, lorraine gilles [REDACTED] wrote:

hope to see you u in london soon, then i can give you a big hug :)!! tell the kids, too, that i miss them very much!
On Nov 16, 2012, at 3:53 PM, Mel B wrote:

Omg m'ss you soooo much

Sent from my iPhone

On Nov 17, 2012, at 1:27 AM, lorraine gilles [REDACTED] wrote:

Begin forwarded message:

From: lorraine gilles [REDACTED]
Date: November 16, 2012 12:33:05 PM GMT+01:00
To: mel [REDACTED] >

hey how are you?? :) how is it going in oz? Can't wait to see u in december!!! Miss you very much!
Have lovely weekend!

love!
lorraine Xoxoxo

04/21/2017

04/21/2017

EXHIBIT E

2/10

EMPLOYEE EARNINGS RECORD
(Requested Check Dates 09/24/13 - 09/30/16)

EMPLOYEE NAME	ID	EMPLOYEE NAME	ID	EMPLOYEE NAME	ID	EMPLOYEE NAME	ID
**** 100 PAYROLL Giles, Lorraine	15						
1 Person(s)							
04/21/2017							

Page 2 of 7

EMPLOYEE EARNINGS RECORD

(Requested Check Dates 09/24/13 - 09/30/16)

HOURS, EARNINGS, AND REIMBURSEMENTS & OTHER PAYMENTS							WITHHOLDINGS					DEDUCTIONS			NET	
CHECK DATE	DESCR	REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS	SOC SEC + MED	FEDERAL TAX	STATE TAX	LOCAL TAX	OTHER	LOAN	PRE TAX HEALTH INS	RENT	PAY
10/01	Reg			5000.00		5000.00										1198.90
11/01	Reg			5000.00		5000.00										1698.91
11/29	Reg			5000.00		5000.00										1698.89
QTR 4				15000.00		15000.00										4596.70
YTD 2013				15000.00		15000.00										4596.70
01/08	Reg			5000.00		5000.00										1712.72
02/04	Reg Bonus			5000.00		6500.00										2554.53
02/28	Reg			1500.00		1500.00										2482.71
02/28	Reg Exp Reimb			5000.00		5000.00	270.00									6749.98
QTR 1				16500.00		16500.00	270.00									6749.98
04/03	Reg			5000.00		5000.00										2212.72
05/01	Reg			5000.00		5000.00										2212.72
06/03	Reg			5000.00		5000.00										3013.73
QTR 2				15000.00		15000.00										7439.17
07/01	Reg			5000.00		5000.00										3248.72
08/01	Reg Exp Reimb			5000.00		5000.00	113.27									1543.98
08/29	Reg			5000.00		5000.00										1662.73
QTR 3				15000.00		15000.00	113.27									6455.43
10/02	Reg			5000.00		5000.00										1663.77
11/31	Reg			5000.00		5000.00										3462.73
12/02	Reg			5000.00		5000.00										2050.22
QTR 4				15000.00		15000.00										7176.72
YTD 2014				61500.00		61500.00	383.27									27821.28
02/27	Reg			6666.66		6666.66										3295.28
02/27	Reg			3333.33		3333.33										1981.22

Gilles, Lorraine

ID

Home Dept:

Sex:

Birthdate:

Hire Date:

Inactive Date:

Rehire Date:

Female

09/24/2013

Term Date:

Pay Frequency:

Standard Hrs:

Salary:

Last Raise Date:

08/31/2016

Monthly

160

6,666.66/Pay period

04/30/2015

Withholding

Method:

Earnings:

Deductions:

Loan

\$1300.00, Every Pay Period

04/21/2017

Page 3 of 7

EMPLOYEE EARNINGS RECORD
(Requested Check Dates: 09/24/13 - 09/30/16)

HOURS, EARNINGS, AND REMBURSEMENTS & OTHER PAYMENTS										WITHHOLDINGS					DEDUCTIONS			NET
CHECK DATE	DECR	REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS	DOC REC + MED	FEDERAL TAX	STATE TAX	LOCAL TAX	OTHER	LOAN	PRE TAX HEALTH INS	REIMB	PAY		
CTR 1				5999.99		5999.99										5276.50		
04/01	Reg			6666.66		6666.66										3118.77		
05/01	Reg			6666.66		6666.66										3668.75		
06/01	Reg			6666.66		6666.66										2473.77		
CTR 2				19999.98		19999.98										9291.29		
07/01	Reg			6666.66		6666.66										3668.76		
07/31	Reg			6666.66		6666.66										4118.76		
08/03	Reg			M160.00												Manual 4118.76		
09/01	Reg			M160.00		6566.66										4058.99		
09/24	Reg			M160.00		6666.66										15985.27		
CTR 3				480.00		26666.64										3595.27		
10/30	Reg			M160.00		6666.66										3595.28		
12/01	Reg			M160.00		6666.66										3595.29		
12/31	Reg			M160.00		6666.66										10785.64		
CTR 4				480.00		19999.98										41318.50		
YTD 2015				960.00		76666.59										4163.59		
02/01	Reg			M160.00		6666.66										4163.59		
03/01	Reg			M160.00		6666.66										4163.59		
04/04	Bonus					1093.45										1000.00		
CTR 1				320.00		16426.81										Manual 9327.98		
04/01	Reg			M160.00		6666.66										3683.98		
05/01	Reg			M160.00		6666.66										4068.89		
05/27	Exp Reimb			M160.00		6666.66										4601.79		
CTR 2				480.00		21999.98										12534.66		
Giles, Lorraine																		
<div></div>																		
04/21/2017																		

Page 4 of 7

EMPLOYEE EARNINGS RECORD
 (Requested Check Dates 09/24/13 - 09/30/16)

HOURS, EARNINGS, AND REIMBURSEMENTS & OTHER PAYMENTS							WITHHOLDINGS						DEDUCTIONS			NET
CHECK DATE	DESCR	REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS	SOC SEC + MED	FEDERAL TAX	STATE TAX	LOCAL TAX	OTHER	LOAN	FRE TAX HEALTH INS	RENT	PAY
07/01	Reg	M160.00		6666.66		6666.66										3401.24
07/01	Reg			1215.04		1215.04										1000.00
08/01	Reg	M160.00		6666.66		6666.66										3301.79
09/02	Severance			30000.00		30000.00										13002.38
09/02	Reg			1093.50		1093.50										Manual
QTR 3		320.00		45641.89		45641.89										20705.41
YTD 09/16		1120.00		84068.65		84068.65	204.89									42568.05
YTD HOURS PAID			HOLIDAY	SEVERANCE	SICK	SICK QUAL	VACATION	CASH TIPS	CHARGE TIPS	INDIRECT TIPS						
YTD EARNINGS PAID				30000.00												
Gilbert, Lori Elaine [REDACTED] [REDACTED] [REDACTED]																
															04/21/2017	

Page 5 of 7

EMPLOYEE EARNINGS RECORD
 (Requested Check Dates 09/24/13 - 09/30/16)

HOURS, EARNINGS, AND REIMBURSEMENTS & OTHER PAYMENTS								WITHHOLDINGS	DEDUCTIONS	NET
CHECK DATE	DESCRIPTION	REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS			PAY
QTR 4	Regular			15000.00		15000.00				
QTR 4	TOTAL					15000.00				4596.70
	Regular			15000.00		15000.00				
	TOTAL					15000.00				4596.70
QTR 1	Regular			15000.00		15000.00				
	Bonus			1500.00						
	Exp Reimb Non Tax						270.00			
QTR 1	TOTAL					16500.00	270.00			6749.96
QTR 2	Regular			15000.00		15000.00				
QTR 2	TOTAL					15000.00				7439.17
QTR 3	Regular			15000.00		15000.00				
	Exp Reimb Non Tax						113.27			
QTR 3	TOTAL					15000.00	113.27			6455.43
QTR 4	Regular			15000.00		15000.00				
QTR 4	TOTAL					15000.00				7176.72
	Regular			60000.00		61500.00				
	Bonus			1500.00						
	Exp Reimb Non Tax						383.27			

04/21/2017

04/21/2017

Page 6 of 7

EMPLOYEE EARNINGS RECORD

(Requested Check Dates 09/24/13 - 09/30/16)

CHECK DATE	DESCRIPTION	HOURS, EARNINGS, AND REIMBURSEMENTS & OTHER PAYMENTS						WITHHOLDINGS	DEDUCTIONS	NET PAY
		REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS			
	TOTAL					61500.00	383.27			27821.28
QTR 1	Regular			9999.99		9999.99				
QTR 1	TOTAL					9999.99				5276.50
QTR 2	Regular			19999.98		19999.98				
QTR 2	TOTAL					19999.98				9291.29
QTR 3	Regular	M480.00		26666.64		26666.64				
QTR 3	TOTAL					26666.64				15965.27
QTR 4	Regular	M480.00		19999.98		19999.98				
QTR 4	TOTAL					19999.98				10785.84
	Regular	M950.00		76666.59		76666.59				
	TOTAL					76666.59				41318.90
QTR 1	Regular	M320.00		15333.32		16426.81				
	Bonus			1093.49						
QTR 1	TOTAL					16426.81				9327.98

04/21/2017

(Requested Check Dates 09/24/13 - 09/30/16)

(Requested Check Dates 09/24/13 - 09/30/16)

٥٤ / ٢١ / ٢٥١ /

04/21/2017

EXHIBIT F

Begin forwarded message:

From: Fabiola [REDACTED]
Date: July 14, 2016 at 12:33:44 PM EDT
To: lorraine gilles [REDACTED]
Subject: RE: Lorraine, an important message about your storage

No worries. It's paid, and I setup auto payments.

Sincerely,

Fabiola [REDACTED]
[REDACTED]
[REDACTED]

Woodland Hills, CA 91364

Direct: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this

EX F

04/21/2017

communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address.

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, Sobelman, Cohen, Moss & Associates LLP would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

From: lorraine gilles [REDACTED]
Sent: Thursday, July 14, 2016 6:37 AM
To: Fabiola [REDACTED]
Subject: Fwd: Lorraine, an important message about your storage

Fabiola did u pay Mel and Stephens public storage. I had emailed couple days ago about it. I have no wifi here in Germany so it's very difficult for me.

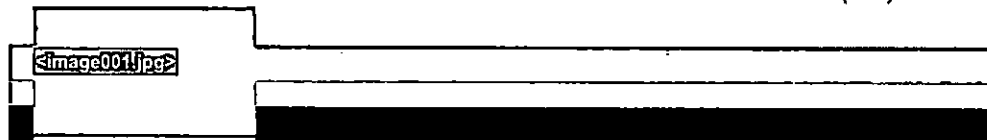
Sent from my iPhone

Begin forwarded message:

From: Public Storage
[REDACTED]
Date: July 13, 2016 at 5:43:00 PM GMT+2
To: [REDACTED]
Subject: Lorraine, an important message about your storage

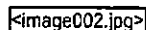
[View online](#)

QUESTIONS? CALL (323) 871-2043



Your Storage Account is Past Due

Your storage account is now delinquent and a late charge has been assessed. To resolve this matter, please make a full payment on your current outstanding balance of \$242.70. Please note that charges and fees may continue to accrue until full payment is made. As a reminder, your storage payment is due on the first of every month.



Public Storage has five convenient ways to pay your bill:

- 1) Pay Online Now. Publicstorage.com is also mobile-friendly! Make a payment anywhere, anytime from your web-enabled mobile phone.

- 2) Sign up for AutoPay. Enjoy the convenience of having your bill paid automatically on the first of every month.
- 3) Pay by Mail (at the address below).
- 4) Pay by Phone* (1-866-444-4747).
- 5) Pay in person at any of over 2,200 Public Storage locations nationwide.

* Charges may apply.

Your Storage Space Information

Customer Information

Lorraine Gilles
[REDACTED]

Account Number: 21857581

Property Number: [REDACTED]

Space Number: [REDACTED]

Storage Location

Public Storage [REDACTED]
[REDACTED]

Office Hours

Monday - Friday: 9:30 AM-6:00 PM

Saturday: 9:30 AM-5:00 PM

Sunday: 9:30 AM-5:00 PM

Monthly Charges

Monthly Rent	\$198.00
Rent Discount	\$0.00
Rent Tax	\$0.00
Insurance	\$15.00
Monthly Total	\$213.00

Current Balance

Current Balance as of 07/12/2016 **\$242.70**

Account Status **Past Due**

As the leader in the self-storage industry, Public Storage is committed to ensuring the satisfaction of our customers. If you have any further questions or need additional assistance, please visit us at www.publicstorage.com or contact your property manager. We look forward to serving you!

[US Locations](#) | [Privacy Policy](#) | [Contact Public Storage](#)

The information obtained in this email message is confidential and intended only for the recipient to which it was addressed. ©
2016 Public Storage. All Rights Reserved.



09/21/2017

7/18/77

EXHIBIT G

From: Michael [REDACTED]
Date: April 14, 2017 at 8:16:35 PM EDT
To: Lorraine Gilles [REDACTED]
Cc: Michael [REDACTED]
Subject: RE: Storage unit case

Lorraine,
I am confirming your requested information.

1. I am confirming that account #21857581 is not in your name.
2. Account #21857581 shows Stephen Belefonte as the primary tenant of record.
3. Account #21857581 was vacated (account closed) on 11/2/2016.

Thank you,

Michael [REDACTED]
Public Storage – Trusted Since 1972
ofc: [REDACTED] [REDACTED]

-----Original Message-----

From: Lorraine Gilles [REDACTED]
Sent: Friday, April 14, 2017 4:34 PM

bx 6

To: Michael [REDACTED]
Subject: Storage unit case

Hi Mike,

Thank you for speaking with my husband just now. Could you please respond that you have looked into account #: 21857581 and it is not under my name? The last statement I received for this account was from September 1, 2016. (if you can write that it is currently in Stephen Belafonte's name that would be great, if not I understand.)

If you can see in your records that it has not been in my name since October 2016, that would also be very helpful.

Finally, if you are willing to mention that you have tried to explain to several people that the unit is not in my name, that would also be much appreciated.

I understand if you cannot answer all of those requests, and I greatly appreciate your time and help in resolving this confusion.

Sincerely,

Lorraine Gilles

Sent from my iPhone

04/21/2017

04/21/2017

EXHIBIT H



04/21/2017

EX H

04/21/2017

EXHIBIT I

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
EVENT SPACE BOOKER LLC**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this
"Agreement") of EVENT SPACE BOOKER LLC, [REDACTED]
[REDACTED], among the individuals or entities identified as
Members on Schedule I attached hereto [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

04/21/2017

IN WITNESS WHEREOF, the Company and the undersigned initial Members have executed this Agreement as of the date first above written.

COMPANY:

EVENT SPACE BOOKER LLC.

By: 

Name: Michael Bleau

Title: Member of the Board of Directors

MEMBERS:


SIGNER, on behalf of NEXSTEP MARKETING LLC

SIGNER, on behalf of NEXSTEP MARKETING LLC

x 
SIGNER, on behalf of Stephen Belafonte

04/21/2017

SCHEDULE I
EVENT SPACE BOOKER LLC
As of: May 27, 2015

<u>Members and Addresses</u>	<u>Initial Capital Contribution</u>	<u>Class A Units</u>	<u>Class B Units</u>	<u>Economic Percentage Interest*</u>
NEXSTEP MARKETING LLC [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	70%
STEPH N BELAFONTE [ADDRESS]	\$60,000	30	0	30%
Total		X	X	100%

04/21/2017

04/21/2017

EXHIBIT J

-more

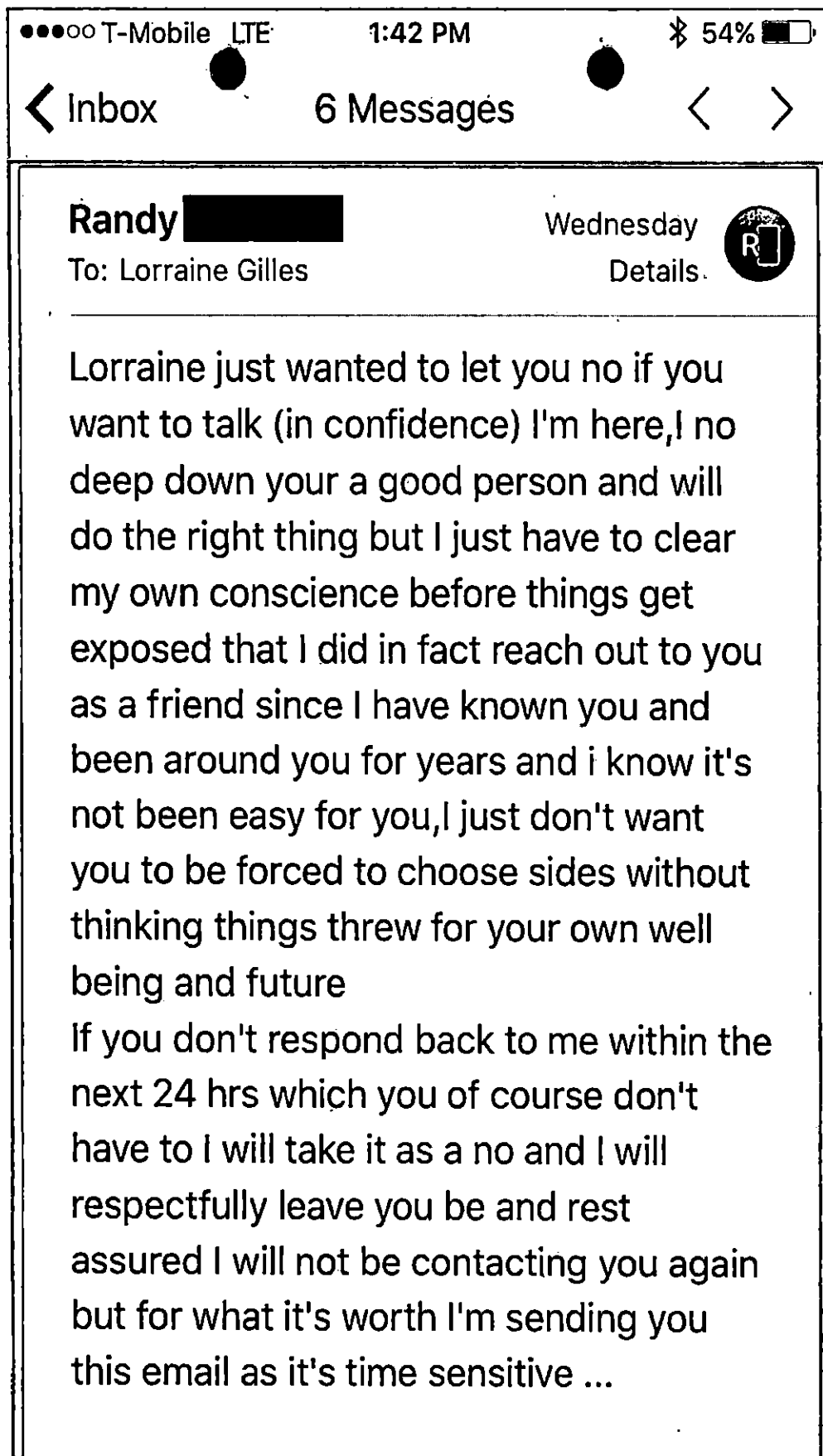
I write you this to say not only
thankyou for everything you have done for
my kids, but also sorry. You Sacrificed
7 years of your life and dedicated it to
my kids and for that I am more than gratefull,
thats why it was important for you to no how
much I appreciate all you have ever done and
inviting you as there "Special person" at [REDACTED]
School So she can also thank you in person.
I wish you nothing but always the best in your
life and yet again thankyou for everything you
have ever done for me and my family and I
mean that with a pure heart. go live your life
and have a great time doing it, and please let
me live mine with my family, no need to reply to
me nor Stephen respectfully please!!

Michael
R

EX J

107/17/00


EXHIBIT K



04/21/2017

●●●○ T-Mobile LTE

1:42 PM

✱ 53% 

< Inbox

6 Messages

Please read

< >

See More 

Found in Sent Mailbox 

Lorraine Gilles

Wednesday

To: Randy 


Details

LG 

Dear Melanie / Randy,
I will do what's right for the kids and tell
the truth. Respectfully, please do not
contact me anymore. If you need me to
forward my lawyers information i can send
them.

Kr,
Lorraine Gilles

Sent from my iPhone

See More from Randy  



04/21/2017

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel M. Holzman, Esq./ SBN 176663 CASKEY & HOLZMAN 24025 Park Sorrento, Suite 400 Calabasas, CA 91302-4009 TELEPHONE NO.: (818) 657-1070 FAX NO.: ATTORNEY FOR (Name): Plaintiff, LORRAINE GILLES SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: CENTRAL DISTRICT MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME:		FOR COURT USE ONLY FILED Superior Court of California County Of Los Angeles APR 20 2017 Terri R. Carter, Executive Officer/Clerk By: <i>[Signature]</i> Deputy Gloriella Robinson
CASE NAME: GILLES v. BROWN		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: BC 6 5 8 7 8 8		
JUDGE: DEPT:		

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PII/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PII/PD/WD (23) Non-PII/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input checked="" type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PII/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

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

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

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

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

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

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 20, 2017

Daniel M. Holzman, Esq./ SBN 176663

(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A 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

ORIGINAL

SHORT TITLE: GILLES v. BROWN

CASE NUMBER

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

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	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, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: GILLES v. BROWN	CASE NUMBER
-------------------------------------	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input checked="" type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	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, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	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		
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: GILLES v. BROWN	CASE NUMBER
-------------------------------------	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 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/Change of Gender <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, 8 2, 9

SHORT TITLE: GILLES v. BROWN	CASE NUMBER
---------------------------------	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 24025 PARK SORRENTO, #400
CITY: CALABASAS	STATE: CA	ZIP CODE: 91302

Step 5: Certification of Assignment: I certify that this case is properly filed in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: APRIL 20, 2017


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

04/21/2017