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BLACK MAGIC LIVE, LLC and
JEAN-CLAUDE LAMARRE

FILED
Superior Court Of California
County Of Los Angeles

JUN 05 2017

Sherri R. Carter, Executive Officer/Clerk
By Charlie L. Coleman, Deputy

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BLACK MAGIC LIVE, LLC, A
California limited liability company;
and JEAN CLAUDE LAMARRE, an
individual,

Plaintiffs,

vs.

VIVICA A. FOX, an individual; and
DOES 1-10, inclusive,

Defendants.

CASE NO. **BC664051**

COMPLAINT FOR:

1. LIBEL;
2. SLANDER;
3. TORTIOUS INTERFERENCE WITH CONTRACT;
4. TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
5. VIOLATION OF BUSINESS PROFESSIONS CODE § 17200;
6. BREACH OF FIDUCIARY DUTY.

DEMAND FOR JURY TRIAL

CITY/CASE# - BC664951
LEA/DEF#:

RECEIPT #: CCH243111089
DATE PAID: 06/05/17 12:47 PM
PAYMENT: \$435.00

ORIGINAL

05/05/2017

1 Plaintiffs Black Magic Live, LLC and Jean Claude LaMarre allege on information
2 and belief as follows:

3 1. This lawsuit arises from defendant Vivica A. Fox's intentional and
4 concentrated effort to destroy plaintiff Jean Claude LaMarre's reputation, business and
5 emotional well-being. LaMarre conceived the idea of a live all black male revue, and
6 successfully started a revue business named Black Magic Live. Fox employed a concerted
7 effort of defamation, intimidation and misrepresentation to steal talent from Black Magic
8 Live, and to confuse Black Magic Live's audience, providing the public with false
9 statements that Fox's copycat dance venture was in fact the real "Black Magic Live"
10 dance revue.

11 2. Plaintiff Jean Claude LaMarre ("LaMarre") is, and at all relevant times was,
12 an individual who resides in the County of Los Angeles.

13 3. Plaintiff Black Magic Live, LLC ("Black Magic Live") is, and at all relevant
14 times was, a limited liability company organized under the laws of the state of California,
15 with its principal office in Beverly Hills, California.

16 4. Defendant Vivica A. Fox ("Fox"), on information and belief, is, and at all
17 relevant times was, an individual who resides in the County of Los Angeles.

18 5. Defendants Does 1 through 10 are sued herein by fictitious names for the
19 reason that their true names are unknown to Plaintiffs. Plaintiffs will seek to leave to
20 amend this complaint to allege the true names and capacities of these Defendants when
21 the same have been ascertained. Plaintiffs are informed and believe and based thereon
22 allege that these fictitiously named Defendants are responsible in some manner for the
23 actions and damages alleged herein.

24 6. Plaintiff is further informed and believes and based thereon alleges that
25 Defendants at all times herein alleged were the agents, employees, servants, joint
26 venturers and/or co-conspirators of each of the other remaining Defendants, and that in
27 doing the things herein alleged were acting in the course and scope of such agency,
28 employment, joint venture and/or conspiracy.

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1 7. Plaintiff is further informed and believes and based thereon alleges that the
2 acts and conduct herein alleged of each such Defendant were known to, authorized by,
3 directed by, and/or ratified by the other Defendants, and each of them, and the officers,
4 directors and/or managing agents of Defendants and that they acted in conspiracy with
5 each other so all of said Defendants are jointly and severally liable to Plaintiffs hereunder.

6 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7 8. Plaintiff Jean-Claude LaMarre is a highly successful writer, director and
8 producer. LaMarre wrote and directed his first film in 2001. By 2007, LaMarre was one
9 of the most active African American independent filmmakers in the business. From 2004
10 to 2010, he made almost forty films. His films include "Gang of Roses," "Color of the
11 Cross," and "Brothers in Arms."

12 9. LaMarre wrote, directed and produced a successful film entitled "Chocolate
13 City," which was released in 2015. "Chocolate City" was a version of the 2012 male
14 stripper movie "Magic Mike," but was targeted at people of color. Following the success
15 of "Chocolate City," LaMarre wrote, directed and produced a sequel entitled "Chocolate
16 City: Vegas."

17 10. Defendant Fox is a well-known actress. Fox has appeared in well-known
18 films such as the "Kill Bill" series, "Independence Day," "Batman & Robin," as well as
19 popular television series, such as "Empire."

20 11. Defendant Fox played a supporting role in both "Chocolate City" movies as
21 the mother of a college student who takes a job as a male stripper to make ends meet.

22 12. As a result of the popularity of the "Chocolate City" movies, one of the star
23 performers of the movies, Tyson Beckford, earned a guest stint at the Chippendales show
24 in Las Vegas. Beckford's stint with Chippendales was a huge success, with all old
25 Chippendales billboards on the Las Vegas strip replaced by billboards with the face of
26 Tyson Beckford.

27 13. Seeing an opportunity, LaMarre sought to create a live male revue show
28 based on the "Chocolate City" movies. However, the financial backer of the movies, who

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1 controlled the use of the "Chocolate City" name, was not interested in creating a live
2 revue show. In March 20015, LaMarre came up with the alternative name "Black Magic
3 Live."

4 14. In May 2015, LaMarre began casting dancers and forming a business plan to
5 launch his new male revue business, Black Magic Live.

6 15. Following the casting auditions, LaMarre settled on ten dancers, known by
7 their stage names as: Jamaika, Bolo, LoverBoy, GQ, Penetration, SloMotion, Slam, Heat,
8 Addiction, and Profit. Each of these ten dancers was signed to a written Black Magic
9 contract.

10 16. As LaMarre was getting Black Magic Live up and running, he was
11 introduced to Propagate Content, a reality show company that was interested in doing a
12 series about male exotic dancers to air on the Lifetime network. In May 2015, LaMarre
13 signed a deal with Propagate to develop a reality series based on LaMarre's live male
14 revue business, Black Magic Live. LaMarre believed that publicity and exposure from the
15 series would provide a valuable opportunity to grow the Black Magic Live brand.

16 17. The reality series was to feature the private and personal lives of the male
17 dancers, as well as Black Magic Live's staff, including stage manager Eureka Pratts and
18 choreographer Darrin Henson. The series featured five of Black Magic Live's dancers,
19 plus three other dancers.

20 18. As Propagate envisioned the reality show as a female workplace series that
21 they could sell to the Lifetime network, Propagate wanted a female lead to act as the
22 owner of the business. LaMarre suggested that the part be played by Fox.

23 19. During a meeting with Propagate, LaMarre and Fox, a Lifetime executive
24 immediately bought the show.

25 20. The premise of the show was that Vivica Fox runs an all-black male revue
26 business called Black Magic, which is based in Inglewood, California, with the goal of
27 getting her dancers and business a residency in Las Vegas.

28 21. LaMarre did not fight Propagate's decision to portray someone else as the

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1 owner of the business, even if it was for entertainment purposes. LaMarre believed that
2 the exposure and publicity that Black Magic Live would receive from the reality series
3 would dwarf any negative impact from the perception of an actor, Fox, running his
4 business.

5 22. Lifetime could not clear the rights to the title "Black Magic," as another
6 show had previously used the name. LaMarre suggested the title "Vivica's Black Magic"
7 to the network, who eventually agreed to the name.

8 23. By September 2015, LaMarre and Propagate had developed a pilot of
9 "Vivica's Black Magic." LaMarre directed the pilot and received a creator credit and an
10 executive producer credit.

11 24. In January 2016, LaMarre and Fox entered into the Black Magic Partnership
12 Agreement to manage the Black Magic Live business, collaborate on the reality television
13 series, and sell merchandise.

14 25. In January 2016, Lifetime picked up the show and ordered eight episodes of
15 "Vivica's Black Magic." The show filmed from March 2016 through May 2016. During
16 the show's filming, Fox developed a personal relationship with four of the Black Magic
17 Live dancers, Profit, Slam, Penetration and SloMotion. These four dancers then began to
18 have a change in attitude towards LaMarre, and they began missing rehearsals, were not
19 responsive to text messages, and were late to meetings.

20 26. Meanwhile, LaMarre began mapping out a 75-city Black Magic Live tour to
21 capitalize on the television release of "Vivica's Black Magic." All of the Black Magic
22 Live dancers signed a written contract with Black Magic Live in January 2016. LaMarre
23 held weekly meetings with all of the dancers (including the dancers who were not on the
24 show) to discuss strategy for the tour. LaMarre projected the tour would have an average
25 venue size of 500 people, with two shows per night, at \$40 per ticket.

26 27. "Vivica's Black Magic" premiered on January 4, 2017 to favorable ratings.
27 Lifetime set up a multi-city publicity tour with Fox. On or about January 6, 2017, Fox
28 appeared on the Breakfast Club, a popular New York morning radio show. During the

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1 Breakfast Club interview, Fox emphatically stated that gay men would not be welcome at
2 Black Magic Live shows, a position widely reported in the media as homophobic. As a
3 result of Fox's comments, the LGBT community organized and called for a boycott of the
4 television series and live shows. Attacks on Fox and the television series on social media
5 occurred daily.

6 28. As Fox initially refused to retract her statements, LaMarre himself did an
7 interview with TMZ to control the damage. LaMarre apologized to the LGBT community,
8 said that Fox was not homophobic, and simply misspoke. LaMarre also distanced himself
9 and the business from Fox's comments.

10 29. LaMarre's comments on TMZ angered Fox. Fox secretly began planning to
11 start her own male revue business, "Xplicit Minds." Fox recruited four of the five Black
12 Magic Live dancers from the television series. Fox began a campaign of defamation
13 against LaMarre, telling the dancers that LaMarre didn't care about them, was exploiting
14 them, and taking advantage of them, and now that they were on the brink of celebrity,
15 they no longer needed LaMarre. Fox also began advertising her Xplicit Minds shows as
16 dancers "from Vivica's Black Magic."

17 30. Fox also began a campaign of harassment, intimidation, and coercion to
18 recruit Michael Bolwaire (Bolo), the remaining Black Magic Live dancer from the
19 television series, as well as Black Magic Live stage manager Eurika Pratts and
20 choreographer Darrin Henson. Fox sent threatening text messages to Bolwaire and
21 Henson. Fox made defamatory comments concerning LaMarre to Bolwaire, stating that if
22 Bolwaire remained with Black Magic Live, LaMarre would "fuck you over" because "it's
23 just who he is." Fox told the dancers and staff that they had to pick a side -- if they picked
24 LaMarre's side, they would not be able to return for season two of "Vivica's Black
25 Magic."

26 31. LaMarre had a small window of opportunity to take advantage of the
27 publicity from the television series. LaMarre attempted to rebuild Black Magic Live after
28 the defection of the four dancers from the television series. He began holding auditions to

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1. replace the dancers and mapped out a Southern California tour.

2. 32. After Fox launched her male revue business, Fox used social media to
3. defame Black Magic Live and confuse its audience. Fox told fans of the television series
4. that she had hired the Black Magic Live dancers, and that LaMarre's Black Magic Live
5. group was fake. Fox further stated on social media that any shows LaMarre billed as
6. Black Magic Live were not real, and that the "buyer beware." Fox continually posted to
7. Instagram and Twitter, advising fans that LaMarre's business was a fake and not to attend
8. his shows. Fox posted that any reference to "Vivica's Black Magic" was "using my name"
9. to sell tickets, so fans should not go to Black Magic Live shows.

10. 33. As a result of Fox's defamatory social media campaign, LaMarre's
11. customers cancelled Black Magic Live tickets and demanded refunds at shows. Black
12. Magic Live's email inbox was flooded with complaints from customers, who stated they
13. reached out to Fox and were told Black Magic Live was using her name to sell tickets.

14. 34. LaMarre had planned to use the television series as a springboard to propel
15. Black Magic Live into mainstream entertainment. Fox's homophobic interview comments
16. and vindictive campaign against LaMarre and Black Magic Live destroyed any economic
17. advantages LaMarre expected to enjoy following the reality show.

18. **FIRST CAUSE OF ACTION**

19. **LIBEL**

20. **(Against All Defendants)**

21. 35. All previous allegations are realleged and incorporated herein by reference.

22. 36. Fox published the following false Offending Statements of and concerning
23. LaMarre and Black Magic Live's business:

- 24. a. In response to a Black Magic Live Instagram post made on or about
- 25. February 2, 2017, Fox left the comment "Ladies just know that they are
- 26. using my name Vivica Fox to sell tix! Enjoy the show but this has nothing
- 27. to do with me and I won't be there! Just wanna make that clear as I got a lot
- 28. of complaints after the ... show in LA! FYI!"

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- b. In response to an Instagram user question about a Black Magic Live show in Las Vegas, Fox responded “the live show I’m hosting w/ @xplicitminds dosent [sic] have a Vegas date yet! So buyer beware as they are using my name to mislead our fans!”
- c. On February 4, 2017, Fox re-tweeted a Vivica’s Black Magic post on Twitter, commenting “UNBELIEVABLE yall still using my name to sell tix?? Folks Vivica Fox has NOTHING to do with this show!! FYI!”
- d. Concerning a late February 2017 Black Magic Live show, Fox tweeted “Hey there it’s Vivica! FYI! This is NOT a show that I’m hosting and most of the dancers from the show wont be there! BUYER BEWARE!”
- e. On March 7, 2017, Fox responded to a customer on Twitter, stating “And I can confirm that what you are saying is true! I will not be at this show and neither will most of the dancers! Buyer beware.”
- f. On Twitter, Fox posted an advertisement for Black Magic Live’s March 17, 2017 live show with the comment “I want it to be made VERY clear to ALL my fans! This is not my show and I won’t be in attendance! They are using my name to sell tix!!”
- g. On March 19, 2017, Fox tweeted ‘RIVERSIDE CA fans! This is not my show n I along with the majority of the dancers from the show will NOT be there! Buyer beware.”
- h. On March 22, 2017, Fox had her publicist re-tweet the above, with the comment “Know the difference btwn ‘real’ and ‘fake’: this show is #FAKENEWS: the REAL @MsVivicaFox Riverside show u want to see features #XplicitMinds.”
- i. Fox made the following Instagram comments about Black Magic Live’s Riverside California show: “They are using my name and I’ve been letting all my fans know as they are expecting to see me along with [names of dancers]. THIS is our event Please let others know!!” and “Hey ... that’s not

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our show!! They are using my name to sell tix n most of the dancers and I won't be there! Buyer beware!"

j. In late March 2017, Fox published defamatory comments about LaMarre to Black Magic Live dancer Michael Bolwaire via text messages. Fox complained about Black Magic Live "doing me wrong and pimping my name" and stated "Jean Claude will fuck u over too! It's just who he is! TRUST!" and when "Jean Claude n ... Eurika fuck you over remember who told you so!"

37. Each of the Offending Statements are libelous on their face. Additionally, because the Offending Statements caused harm to Plaintiffs' business, trade, profession or occupation, and charged LaMarre with unethical conduct and a lack of integrity, they are libelous per se.

38. The Offending Statements are reasonably susceptible of a defamatory meaning. Fox's statements insinuate that Black Magic Live was a false and "misleading" knock-off of Fox's male dance revue, and that Black Magic Live appropriated her fame from the television reality series to "sell tix." Fox's statements to Michael Bolwaire insinuate that LaMarre would inevitably take advantage of and defraud Bolwaire in business because of a lack of moral turpitude, i.e., "It's just who he is!"

39. Beyond Fox's false insinuation, the Offending Statements are false under any reasonable meaning. Black Magic Live was not fake, "misleading" or attempting to sell tickets using Fox's name. LaMarre developed the Black Magic Live concept in March through May 2015. Black Magic Live was the original all-black male revue, and existed long before Fox's involvement with the reality television series. In fact, the television series was envisioned by LaMarre from the beginning as a compliment to the Black Magic Live male revue. LaMarre was the creator, director and executive producer of the "Vivica's Black Magic" reality show. It was only after Fox became a member of the Black Magic partnership and an actor on the reality series in January 2016, that Fox began the plan to usurp partnership opportunities by stealing talent and creating a competing

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1 male revue. A crucial part of that plan was disparaging Black Magic Live to its audience.

2 40. The Offending Statements were published with negligence and with
3 constitutional and actual malice, with knowledge that they were false or with a reckless
4 disregard for the truth or falsity of what was expressed and implied, including, but not
5 limited to, the following:

- 6 a. Fox intended that her statements would be understood by social media users
7 to express and imply the false and defamatory message that Black Magic
8 Live was a copycat entity attempting to cash in on the success of the
9 television reality show. As a party to the "Black Magic Partnership
10 Agreement," Fox knew that the Black Magic Live brand and male revue
11 show pre-existed her involvement with the brand, and that her claims that
12 the Black Magic Live brand was "misleading" and "using her name" was
13 false. The Black Magic Live brand and the television reality series (of which
14 she was simply an actor) were one and the same.
- 15 b. Fox had a pecuniary motive for making the Offending Statements on her
16 social media accounts. Every Black Magic Live fan she could convince to
17 go to an Xplicit Minds show instead put money in her pocket, as each ticket
18 cost at least \$40. In this way, Fox intentionally used her fame as a social
19 media weapon to defame Black Magic Live and co-opt its fan base, to her
20 profit.

21 41. As a direct and proximate result of the above-described conduct by
22 Defendants, Plaintiffs have suffered general and special damages in an amount to be
23 determined at trial in an amount in excess of the minimum jurisdiction of the Superior
24 Court, including without limitation, damage to Plaintiffs' reputation, career, and standing
25 in the community.

26 42. Fox's conduct as described herein was done with a conscious disregard of
27 the rights of Plaintiffs, with the intent to vex, annoy, and/or harass Plaintiffs. Such
28 conduct was unauthorized and constitutes oppression, fraud, and/or malice under

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1 California Civil Code §3294, entitling Plaintiffs to an award of punitive damages in an
2 amount appropriate to punish or set an example of the Defendants in an amount to be
3 determined at trial.

4 **SECOND CAUSE OF ACTION**

5 **SLANDER**

6 **(Against All Defendants)**

7 43. All previous allegations are realleged and incorporated herein by reference.

8 44. Fox made the following false oral Offending Statements of and concerning
9 LaMarre and Black Magic Live's business:

10 a. In January and February 2017, Fox stated, in telephone conversations with
11 Black Magic Live dancer Michael Bolwaire, that LaMarre was stealing from
12 Bolwaire; that Bolwaire shouldn't do business with LaMarre; and that
13 LaMarre was not to be trusted.

14 b. In January and February 2017, Fox stated in person to Black Magic Live
15 dancers Mike Strong (Profit), Oneal Boatner (Slam), Andrew Williams
16 (Penetration), and Christian Dennis, that they should not pay commissions
17 to LaMarre because he was exploiting them.

18 45. Each of the above Offending Statements are libelous on their face.

19 Additionally, because the Offending Statements caused harm to Plaintiffs' business, trade,
20 profession or occupation, and charged LaMarre with unethical conduct and a lack of
21 integrity, they are libelous per se.

22 46. The Offending Statements are reasonably susceptible of a defamatory
23 meaning. Fox's statements to Michael Bolwaire insinuate that LaMarre would inevitably
24 take advantage of and defraud Bolwaire in business because of a lack of moral turpitude.
25 Likewise, the statements to Strong, Boatner, Williams and Dennis insinuate that
26 exploiting them, that is, taking advantage of and defrauding them.

27 47. The Offending Statements were published with negligence and with
28 constitutional and actual malice, with knowledge that they were false or with a reckless

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1 disregard for the truth or falsity of what was expressed and implied, including, but not
2 limited to, the following:

- 3 a. Fox intended that her statements would be understood by the dancers to
- 4 express and imply the false and defamatory message that LaMarre was
- 5 stealing and cheating the dancers out of earnings. In truth, LaMarre was
- 6 paying dancers and taking commissions according to the arm's length
- 7 agreements entered into by LaMarre and each dancer.
- 8 b. Fox had a pecuniary motive for making the Offending Statements in that she
- 9 was attempting to solicit these dancers to her competing dance revue. The
- 10 Black Magic Live dancers had gained valuable publicity from the reality
- 11 series. Every Black Magic Live fan Fox could convince to go to an Xplicit
- 12 Minds show instead put money in Fox's pocket, as each ticket cost at least
- 13 \$40.

14 48. As a direct and proximate result of the above-described conduct by
15 Defendants, Plaintiffs have suffered general and special damages in an amount to be
16 determined at trial in an amount in excess of the minimum jurisdiction of the Superior
17 Court, including without limitation, damage to Plaintiffs' reputation, career, and standing
18 in the community.

19 49. Fox's conduct as described herein was done with a conscious disregard of
20 the rights of Plaintiffs, with the intent to vex, annoy, and/or harass Plaintiffs. Such
21 conduct was unauthorized and constitutes oppression, fraud, and/or malice under
22 California Civil Code §3294, entitling Plaintiffs to an award of punitive damages in an
23 amount appropriate to punish or set an example of the Defendants in an amount to be
24 determined at trial.

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28 **THIRD CAUSE OF ACTION**

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INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

(Against All Defendants)

50. All previous allegations are realleged and incorporated herein by reference.

51. In January 2016, Black Magic Live entered into written contracts with dancers Mike Strong (Profit), Oneal Boatner (Slam), Andrew Williams (Penetration), and Christian Dennis (SloMotion) under which the dancers agreed that their services as dancers in any project utilizing or spun off from the Black Magic brand would be exclusive to Black Magic Live.

52. Fox knew of the contracts between Black Magic Live and dancers Mike Strong (Profit), Oneal Boatner (Slam), Andrew Williams (Penetration), and Christian Dennis (SloMotion).

53. Fox intended to disrupt the performance of the contracts between Black Magic Live and its dancers by recruiting Black Magic Live's dancers to her competing live male revue, Xplicit Minds.

54. Fox's wrongful conduct in defaming LaMarre and making misrepresentations in her efforts to recruit Profit, Slam, Penetration and SloMotion for her own male dance revue, Xplicit Minds, prevented the performance of the Black Magic Live contracts.

55. Black Magic Live was harmed in that it was deprived of the services of the dancers. The four Black Magic Live dancers recruited by Fox were integral to the success of Black Magic Live, as they had gained valuable celebrity status because of the television exposure and publicity on "Vivica's Black Magic."

56. Fox's wrongful conduct in poaching Black Magic Live's contractually-obligated dancers was a substantial factor in causing harm to Black Magic Live's business. The television series gave the dancers an immense following. Without the significant draw power of the celebrity television series dancers, Black Magic Live's ability to book shows at large venues and draw large audiences was substantially harmed.

57. As a proximate result of the foregoing, Plaintiffs have suffered actual

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1 damages, in an amount according to proof at trial but in any event in excess of the
2 jurisdictional threshold of the Superior Court.

3 58. Defendants' conduct as described herein was done with a conscious
4 disregard of the rights of Plaintiffs, with the intent to vex, annoy, and/or harass Plaintiffs.
5 Such conduct was unauthorized and constitutes oppression, fraud, and/or malice under
6 California Civil Code §3294, entitling Plaintiffs to an award of punitive damages in an
7 amount appropriate to punish or set an example of the Defendants in an amount to be
8 determined at trial.

9 **FOURTH CAUSE OF ACTION**

10 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**
11 **ADVANTAGE**

12 **(Against All Defendants)**

13 59. All previous allegations are realleged and incorporated herein by reference.

14 60. Fox intentionally interfered with an economic relationship between Black
15 Magic Live and dancers Mike Strong (Profit), Oneal Boatner (Slam), Andrew Williams
16 (Penetration), and Christian Dennis (SloMotion). That economic relationship would have
17 resulted in an economic benefit to Black Magic Live.

18 61. Black Magic Live and dancers Mike Strong (Profit), Oneal Boatner (Slam),
19 Andrew Williams (Penetration), and Christian Dennis (SloMotion) were in a contractual
20 relationship which would have economically benefitted Black Magic Live.

21 62. Fox knew of the contracts between Black Magic Live and dancers Mike
22 Strong (Profit), Oneal Boatner (Slam), Andrew Williams (Penetration), and Christian
23 Dennis (SloMotion).

24 63. Fox intended to disrupt the contractual relationships between Black Magic
25 Live and its dancers by recruiting Black Magic Live's dancers to her competing live male
26 revue, Xplicit Minds.

27 64. Fox's wrongful conduct in defaming Black Magic Live and LaMarre and
28 making misrepresentations in her efforts to recruit Profit, Slam, Penetration and

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1 SloMotion for her own male dance revue, Xplicit Minds, prevented the performance of
2 the Black Magic Live contracts.

3 65. Black Magic Live was harmed in that it was deprived of the services of the
4 dancers. The four Black Magic Live dancers recruited by Fox were integral to the success
5 of Black Magic Live, as they had gained valuable celebrity status because of the television
6 exposure and publicity on "Vivica's Black Magic."

7 66. Fox's wrongful conduct in poaching these contractually-obligated dancers
8 was a substantial factor in causing harm to Black Magic Live's business. That
9 independent wrongful conduct consisted of the tactics Fox used to solicit these dancers:
10 the defamation, slander, and breach of fiduciary duties alleged in this Complaint. Without
11 the significant draw power of the celebrity television series dancers, Black Magic Live's
12 ability to book shows at large venues and draw large audiences was substantially harmed.

13 67. As a proximate result of the foregoing, Plaintiffs have suffered actual
14 damages, in an amount according to proof at trial but in any event in excess of the
15 jurisdictional threshold of the Superior Court.

16 68. Defendants' conduct as described herein was done with a conscious
17 disregard of the rights of Plaintiffs, with the intent to vex, annoy, and/or harass Plaintiffs.
18 Such conduct was unauthorized and constitutes oppression, fraud, and/or malice under
19 California Civil Code §3294, entitling Plaintiffs to an award of punitive damages in an
20 amount appropriate to punish or set an example of the Defendants in an amount to be
21 determined at trial.

22 **FIFTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17200**

24 **(Against All Defendants)**

25 69. All previous allegations are realleged and incorporated herein by reference.

26 70. Fox has committed acts of unfair competition, as defined by Business and
27 Professions Code section 17200, by engaging in the following practices:

- 28 a. Intentionally interfering with Black Magic Live's contractual relationship

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with dancers Mike Strong (Profit), Oneal Boatner (Slam), Andrew Williams (Penetration), and Christian Dennis (SloMotion).

- b. Intentionally interfering with Black Magic Live’s prospective economic advantage by disrupting the contractual relationship with dancers Mike Strong (Profit), Oneal Boatner (Slam), Andrew Williams (Penetration), and Christian Dennis (SloMotion).
- c. Making fraudulent, defamatory, and confusing statements on social media, directed to the general public, to the effect that Black Magic Live’s live male revue was “fake,” “misleading” and was using Fox’s name to sell tickets.

71. These acts and practices violate Business and Professions Code section 17200 in the following respects:

- a. Fox’s practice of wrongfully soliciting Black Magic Live dancers consists of intentional interference with contractual relationship and intentional interference with prospective economic advantage, and consequently, constitutes both an unlawful and unfair business practice within the meaning of section 17200
- b. Fox’s conduct in defaming Black Magic Live and misrepresenting Black Magic Live’s business as “fake” and “misleading” to the general public is likely to mislead the general public, and, consequently, constitutes a fraudulent business act or practice within the meaning of section 17200.

72. The unlawful, unfair, and fraudulent business practices, as described above, present a continuing threat to Plaintiffs and the general public.

73. Plaintiffs have no other adequate remedy in the law to enjoin all of the above-described conduct.

74. Pursuant to Business and Professions Code section 17203, and pursuant to the equitable powers of the Court, plaintiffs request that the defendants be preliminarily and permanently enjoined as set forth below:

06/05/2017

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- a. Upon information and belief, Plaintiffs allege that, unless enjoined and restrained by the Court, Defendants will continue to wrongly solicit Black Magic Live dancers, adversely affecting Black Magic Live’s ability to conduct business. Upon information and belief, Plaintiffs allege that they lack an adequate remedy at law insofar as damages will be very difficult to calculate for such on-going injuries. By reason of the foregoing, Plaintiffs are entitled to a permanent injunction enjoining and restraining Defendants, and each of them, and all persons acting in concert with them, from further wrongful solicitation of Black Magic Live dancers.
- b. Upon information and belief, Plaintiffs allege that, unless enjoined and restrained by the Court, Defendants will continue to wrongly solicit and employ Black Magic Live dancers and unjustly profit from employing the stolen talent. This conduct will adversely affect Black Magic Live’s ability to conduct business, and permit Fox to continue to profit from her acts of unfair competition. Upon information and belief, Plaintiffs allege that they lack an adequate remedy at law insofar as damages will be very difficult to calculate for such on-going injuries. By reason of the foregoing, Plaintiffs are entitled to an order requiring Fox (and her Xplicit Minds venture) to terminate any former Black Magic Live dancers found to have been wrongfully solicited.

SIXTH CAUSE OF ACTION

**Breach of Fiduciary Duty
(Against All Defendants)**

75. All previous allegations are realleged and incorporated herein by reference.

76. LaMarre and Fox entered into a “Black Magic Partnership Agreement” on or about January 23, 2016. The purpose of the partnership was to create, own and/or manage a black male revue business featuring male exotic dancers; collaborate on the

06/05/2017

1 reality television show; and engage in the development and sale of merchandise.

2 77. Fox owed fiduciary duties to act with the utmost good faith in the best
3 interests of Fox's partner LaMarre. Those duties included the duty of undivided loyalty,
4 the duty to refrain from self-dealing, the duty not to compete, the duty of full disclosure,
5 and the duty to refrain from secret dealings.

6 78. Fox knowingly acted against LaMarre's interests and breached each of these
7 fiduciary duties by wrongfully soliciting dancing talent under contract to Black Magic
8 Live; setting up a competing all-black male revue, Xplicit Minds; and engaging in a social
9 media campaign intentionally designed to discredit and destroy Black Magic Live.

10 79. LaMarre did not give informed consent to Fox's conduct.

11 80. LaMarre and the partnership were harmed in that they were deprived of the
12 services of the dancers, as well as the partnership opportunities usurped by Fox. The four
13 Black Magic Live dancers recruited by Fox were integral to the success of Black Magic
14 Live, as they had gained valuable celebrity status as a result of the television exposure and
15 publicity on "Vivica's Black Magic."

16 81. Fox's wrongful conduct in poaching these contractually-obligated dancers
17 was a substantial factor in causing harm to LaMarre and the partnership's business.
18 Without the significant draw power of the celebrity television series dancers, Black Magic
19 Live's ability to book shows at large venues and draw large audiences was substantially
20 harmed.

21 82. As a proximate result of the foregoing, Plaintiffs have suffered actual
22 damages, in an amount according to proof at trial but in any event in excess of the
23 jurisdictional threshold of the Superior Court.

24 83. Defendants' conduct as described herein was done with a conscious
25 disregard of the rights of Plaintiffs, with the intent to vex, annoy, and/or harass Plaintiffs.
26 Such conduct was unauthorized and constitutes oppression, fraud, and/or malice under
27 California Civil Code §3294, entitling Plaintiffs to an award of punitive damages in an
28 amount appropriate to punish or set an example of the Defendants in an amount to be

11075098

1 determined at trial.

2 **PRAYER FOR RELIEF**

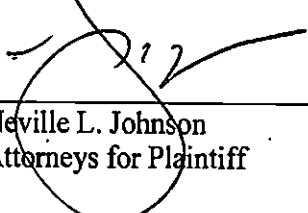
3 Wherefore, Plaintiffs pray for judgment against the Defendants, and each of them,
4 as follows:

- 5 1. For general damages according to proof;
- 6 2. For compensatory damages according to proof;
- 7 3. For special damages for pecuniary loss according to proof;
- 8 4. For punitive damages;
- 9 5. For a permanent injunction;
- 10 6. For pre-judgment interest as allowed by law;
- 11 7. For costs of suit; and
- 12 8. For such other and further relief as this court may deem just and proper.

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15 DATED: June 5, 2017

JOHNSON & JOHNSON LLP

16
17 By



Neville L. Johnson
Attorneys for Plaintiff

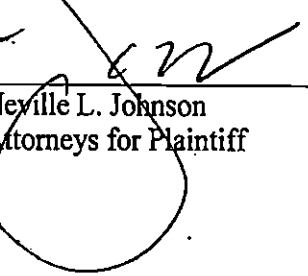
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20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a trial by jury.

22 DATED: June 5, 2017

JOHNSON & JOHNSON LLP

23
24 By



Neville L. Johnson
Attorneys for Plaintiff

06/05/2017

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Neville L. Johnson (SBN 66329) / Douglas L. Johnson (SBN 209216)
 Ronald P. Funnell (SBN 209897)
 Johnson & Johnson LLP
 439 N. Canon Dr. Suite 200 Beverly Hills, CA 90210
 TELEPHONE NO.: (310) 975-1080 FAX NO.: (310) 975-1095
 ATTORNEY FOR (Name): Plaintiffs, Black Magic Live, LLC et al.

FOR COURT USE ONLY
FILED
 Superior Court of California
 County of Los Angeles

JUN 05 2017

Sherri R. Carter, Executive Officer/Clerk
 By Charlie L. Coleman Deputy
 Charlie L. Coleman

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, CA 90012
 BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
 Black Magic Live, LLC et al. v. Vivica A. Fox

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 6 6 4 0 5 1

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:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <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 (15) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <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) <p>Real Property</p> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <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): 6
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 5, 2017
 Neville L. Johnson

(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.

ORIGINAL

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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 PII/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 PII/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 PII/PD/WD

Non-PII/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-PII/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

SHORT TITLE Black Magic Live, LLC et al. v. Vivica A. Fox	CASE NUMBER BC 664051
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 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. | |

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 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	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	<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: Black Magic Live, LLC et al. v. Vivica A. Fox	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 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	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	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	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	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	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Unlawful Detainer / S.D. / Real Property	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
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> A6032 Quiet Title	2, 6
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	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: Black Magic Live, LLC et al. v. Vivica A. Fox	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 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	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	

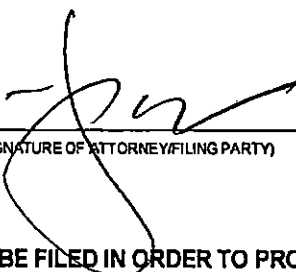
SHORT TITLE: Black Magic Live, LLC et al. v. Vivica A. Fox	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" 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: 20808 Daosta Way
CITY: Porter Ranch	STATE: CA	ZIP CODE: 91326	

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: June 5, 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.

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