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● ORIGINAL

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9 *Counsel for Plaintiff Joseph Nuzzolo and*  
10 *Spartacus Enterprises, LLC d/b/a The Salvador Dali Society*

**FILED**  
Superior Court of California  
County of Los Angeles

JUL 06 2017

Sherri R. Carter, Executive Officer/Clerk  
By M. Soto, Deputy  
Moses Soto

**BY FAX**

36 - ALARCON

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

11 **JOSEPH NUZZOLO, an Individual;**  
12 **SPARTACUS ENTERPRISES, LLC d/b/a**  
13 **THE SALVADOR DALI SOCIETY,**  
14 **a California Business Entity; and TRIBECA**  
15 **HOLDINGS, INC., a New York Business**  
16 **Entity,**

17 **Plaintiffs,**

18 **v.**

19 **TOD TARRANT, an Individual; LIK**  
20 **PROJECTS, LLC, a Florida Business Entity;**  
21 **and, DOES 1 to 25, Inclusive,**

22 **Defendants.**

CASE NO.: **BC 667702**

**VERIFIED COMPLAINT FOR:**

1. DECLARATORY RELIEF;
2. BREACH OF CONTRACT;
3. BREACH OF IMPLIED COVENANT  
OF GOOD FAITH AND FAIR  
DEALING; AND
4. ACCOUNTING.

**DEMAND FOR JURY TRIAL**

CIT/CASE: BC667702  
LEA/DEF#:   
RECEIPT #: CCHS24880091  
DATE PAID: 07/06/17 03:58 PM  
PAYMENT: \$435.00 310  
RECEIVED:   
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

27  
28  
VERIFIED COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF

1 Plaintiffs JOSEPH NUZZOLO, SPARTACUS ENTERPRISES, LLC d/b/a THE  
2 SALVADOR DALI SOCIETY, and TRIBECA HOLDINGS, INC. (collectively "Plaintiffs") allege  
3 and complain against defendants TOD TARRANT and LIK PROJECTS, LLC (collectively  
4 "Defendants") and Does 1 to 25, inclusive, and each of them, as follows:

5 **GENERAL ALLEGATIONS**

6 Some or all of the allegations contained in the following numbered paragraphs are alleged on  
7 information and belief: 4-11; and 12-20.

8 1. Plaintiff JOSEPH NUZZOLO (hereinafter "Plaintiff" or "Nuzzolo") is, and at all  
9 times relevant herein, has been, a natural person residing in the County of Los Angeles, California.

10 2. Plaintiff SPARTACUS ENTERPRISES, LLC (hereinafter, "Spartacus Enterprises") is  
11 a California Limited Liability Company d/b/a THE SALVADOR DALI SOCIETY (hereinafter "Dali  
12 Society") with its principal place of business located in Torrance, California.

13 3. Plaintiff TRIBECA HOLDINGS, INC. (hereinafter, "Tribeca Holdings") is a New  
14 York Corporation with its principal place of business located in New York, New York.

15 4. Defendant TOD TARRANT (hereinafter "Tarrant") is, and at all times relevant herein,  
16 has been, a natural person residing in Dade County, Florida.

17 5. Defendant LIK PROJECTS, LLC (hereinafter "LIK Projects") is a Florida Limited  
18 Liability Company with its principal place of business located at 5840 Pine Tree Drive in Miami  
19 Beach, Florida.

20 6. ALEX J. ROSENBERG, SCD, AAA, ASA (hereinafter "Dr. Rosenberg") is, and at all  
21 times relevant herein, has been, a natural person residing in New York City. Dr. Rosenberg is a  
22 recognized certified appraiser and expert of fine art and the owner of Alex Rosenberg Fine Art.

23 7. SALVADOR DALI ("Dali") is a famed, 20<sup>th</sup> Century Spanish surrealist artist.

24 8. HALUCINEGENIC TOREADOR ("Original Sculpture") is an original bronze  
25 sculpture by Dali.

26 9. ELLIOT GANTZ & CO., INC. f/k/a JOEL MEISNER & COMPANY (hereinafter  
27 "Gantz Company") is a fine art bronze sculpture-casting foundry located in Farmingdale, New York.

28 10. MEISNER GALLERY, INC. a/k/a MEISNER ACRYLIC CASTING (hereinafter  
"Meisner Gallery") is an art gallery located in Farmingdale, New York that "includes sculpture and  
print publishing, worldwide sculpture distribution, and [has] an advanced acrylic casting facility."

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1 11. MITCHELL L. MEISNER ("Meisner") is, and at all times relevant herein, has been, a  
2 natural person residing in the Suffolk County, New York. Meisner owns and operates Meisner  
3 Gallery in Farmingdale, New York.

4 12. The true names or capacities, whether individual, associate, corporate, or otherwise of  
5 those defendants sued herein as DOES 1 to 25, inclusive, are currently unknown to Plaintiffs, who  
6 therefore sue said Doe Defendants by such fictitious names pursuant to California *Code of Civil*  
7 *Procedure* §474. Plaintiffs are informed and believe and thereon allege that each of the Doe  
8 Defendants is in some manner responsible for the actions or events described herein. Plaintiffs will  
9 seek leave of court to amend this Complaint to reflect the true names and capacities of those  
defendants designated hereinafter as DOES when such identities become known.

10 13. Defendants and all DOE Defendants were the principals, employers, joint venturers,  
11 co-conspirators, employees, and/or agents of each other and that each and every act, failure to act or  
12 omission alleged to have been performed by any defendant was done with the authority, permission,  
13 or knowledge of each of the other defendants, or alternatively that each act, failure to act or omission  
14 alleged to be attributable to any defendant herein was ratified by each of the remaining defendants.

15 14. Each of the said Defendants is negligent or otherwise responsible in some manner for  
16 the events and happenings herein referred to, and negligently or otherwise caused injuries and  
damages proximately thereby to the Plaintiffs as herein alleged.

17 15. Each of the said Defendants does, and at all relevant times mentioned herein did,  
18 completely control, dominate, manage, and operate as alter egos of one another, such that any  
19 separateness among them has ceased to exist and recognition of the form of any one of them would  
20 operate as a sham because it is the alter ego of the other.

21 16. There exists, and at all relevant times mentioned herein existed, a unity of interest and  
22 ownership among said Defendants such that any individuality and separateness and ownership  
between them has ceased.

23 17. Said Defendants are now, and at all relevant times mentioned herein were, mere shells,  
24 instrumentalities, and conduits through which they carried on their business, exercising complete  
25 control and dominance over such business that any individuality and separateness of Defendants from  
26 one another does not, and at all relevant times did not exist.

27 18. Said Defendants are now, and at all relevant times mentioned herein were, using the  
28 assets of one another for personal use and intermingling assets, liabilities, and obligations of the

1 others. The Defendants have caused and continue to cause the assets of one another to be transferred  
2 between and among each other without adequate consideration:

3 19. This Court has subject matter jurisdiction over the claims raised herein, pursuant to  
4 Article VI, Section 10 of the California Constitution, as the claims contain causes of action under  
5 California law, which are not given by statute to the jurisdiction of any other court.

6 20. Venue as to each defendant is proper in this judicial district, pursuant to *Code of Civil*  
7 *Procedure* §395, as the subject causes of action arose, in whole or part, in Los Angeles County; the  
8 subject occurrences, transactions, events, and wrongful acts substantially took place, and caused  
9 injuries and damages in Los Angeles County; the Defendants have received substantial compensation  
10 in this County by doing business here and engaging in numerous activities which have had an effect  
11 in Los Angeles County; and the Defendants caused injuries and damages to Plaintiffs in Los Angeles  
12 County.

12 **FACTUAL ALLEGATIONS**

13 21. For over twenty-five years, Plaintiff Nuzzolo has collected and sold thousands of  
14 original pieces of Dali art through his company, Dali Society.

15 22. In or around December 1971, Dr. Rosenberg commissioned Dali to create the Original  
16 Sculpture and obtained licensing rights to the Original Sculpture from him at the same time.

17 23. Attached as Exhibit "A" hereto is a true and correct photograph of the Dali Original  
18 Sculpture commissioned by Dr. Rosenberg.

19 24. Nuzzolo and Dr. Rosenberg met approximately 20 years ago in New York. Together  
20 they had various art business dealings.

21 25. Dr. Rosenberg had shown the Original Sculpture to Nuzzolo early on in their  
22 professional relationship and Nuzzolo inquired about purchasing it. Dr. Rosenberg was not prepared  
23 to sell it at that time but told Nuzzolo that he would sell it to him whenever he decided to sell it.

24 26. Nuzzolo and Tarrant met approximately six years ago. Together they had an art  
25 business transaction involving an original Dali oil painting. The transaction proceeded smoothly.

26 27. In or around 2013, during conversations with Tarrant, Nuzzolo mentioned Dr.  
27 Rosenberg's Original Sculpture. Thereafter, without informing Nuzzolo, Tarrant approached Dr.  
28 Rosenberg about purchasing the Original Sculpture for himself.

29 28. Dr. Rosenberg contacted Nuzzolo and informed him that someone [Tarrant] was  
30 interesting in purchasing the Original Sculpture and asked him if he was still interested in purchasing

1 it. Nuzzolo informed Dr. Rosenberg that he knew who Tarrant was and that he would get back to  
2 him.

3 29. Thereafter, to avoid a bidding war, Nuzzolo and Tarrant entered into an oral joint  
4 venture agreement to purchase from Dr. Rosenberg the Original Sculpture along with licensing rights.  
5 The joint venture was based on a 50/50 arrangement with the understanding that Nuzzolo and Tarrant  
6 would equally share profits, losses, and expenses. At the time of purchase, Nuzzolo secured the  
7 limited edition rights to the Original Sculpture for himself.

8 30. On August 23, 2013, Nuzzolo, on behalf of Tribeca Holdings, entered into a licensing  
9 agreement with Dr. Rosenberg for the Original Sculpture. On the same date, Nuzzolo, on behalf of  
10 Dali Society, entered into an option to purchase agreement with Dr. Rosenberg.

11 31. On June 24, 2014, Nuzzolo, on behalf of Dali Society, entered into an Amendment to  
12 Option to Purchase Agreement with Dr. Rosenberg.

13 32. On June 25, 2014, Nuzzolo wire transferred approximately 7% of the Total Purchase  
14 Price to Dr. Rosenberg. On August 14, 2014, Nuzzolo wire transferred an additional 57% of the  
15 Total Purchase Price to Dr. Rosenberg. Altogether, Nuzzolo wire transferred approximately 64.29%  
16 of the Total Purchase Price to Dr. Rosenberg.

17 33. On August 17, 2016, Dr. Rosenberg issued a Bill of Sale jointly to Nuzzolo and Dali  
18 Society on the one hand, and to Tarrant and his company, LIK Projects, on the other.

19 34. Tarrant took delivery of the Original Sculpture from Dr. Rosenberg and hired Gantz  
20 Company to make three slightly smaller bronze replicas.

21 35. From December 18, 2015 through September 13, 2016, Nuzzolo issued additional  
22 payments in furtherance of the joint venture.

23 36. Tarrant picked up the Original Sculpture, the castings, and the three replicas from  
24 Gantz Company and took it to Meisner Gallery.

25 37. Nuzzolo and Tarrant began having difficulties because of a lack of transparency on the  
26 part of Tarrant with respect to payments and expenses.

27 38. As a result of these difficulties, Nuzzolo retained counsel in 2016 to memorialize the  
28 terms of the oral agreement between them. The parties, however, were unable to reach agreement.

39. Notwithstanding Tarrant's lack of transparency, Nuzzolo continued to finance the joint  
venture. From September 13, 2016 through November 30, 2016, Nuzzolo paid additional amounts to

1 LIK Project, and on January 5, 2017, made additional expenditures for assembling the sculptures and  
2 hiring a photographer for marketing purposes.

3 40. In violation of the parties' agreement, Tarrant continues to refuse to cooperate with  
4 respect to providing supporting documentation of costs and expenses relating to the Original  
5 Sculpture.

6 41. In violation of the parties' agreement, Tarrant has also improperly taken possession of  
7 the Original Sculpture and is refusing to disclose its location.

8 42. In violation of the parties' agreement, Tarrant went to Dr. Rosenberg's office in New  
9 York, New York on or about June 27, 2017 to improperly obtain a certificate of authenticity and a  
10 bill of sale issued in his own name only.

11 43. In violation of the parties' agreement, Tarrant has also apparently sold one of the  
12 replicas but he has not provided information to Nuzzolo relating to the buyer or any accounting  
13 information relating to the sale.

14 **FIRST CAUSE OF ACTION**  
15 **DECLARATORY RELIEF**  
16 **(California Code of Civil Procedure § 1060)**  
17 **(Against all Defendants)**

18 44. Plaintiffs re-allege and incorporate by this reference the allegations of paragraphs 1 to  
19 43, inclusive, of this Complaint.

20 45. An actual controversy has arisen and now exists between Plaintiffs and Defendants  
21 concerning their respective rights and duties under the agreement.

22 46. Plaintiffs have faithfully performed their obligations under the parties' agreement.  
23 Plaintiffs have, and continue to, try to come to a mutual and amicable resolution of the disputes  
24 resulting from the parties' agreement.

25 47. Plaintiffs have no adequate and speedy remedy to resolve the parties' dispute other  
26 than by a declaratory judgment from this Court. Because of the urgency and importance of the issues  
27 presented by the parties' dispute, it is necessary and appropriate for the court to resolve this dispute  
28 by issuing a judicial declaration determining the respective rights and obligations of the parties with  
respect to the parties' agreement.

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**SECOND CAUSE OF ACTION**  
**BREACH OF CONTRACT**  
**(Against all Defendants)**

48. Plaintiffs re-allege and incorporate by this reference the allegations of paragraphs 1 to 43, inclusive, of this Complaint.

49. At all times relevant to the Complaint, Plaintiffs fulfilled their obligations and complied with the conditions of the oral joint venture agreement.

50. If Plaintiffs were unable to perform, such non-performance was excused by Defendants' corresponding breach.

51. As a result of Defendants' breach, Plaintiffs have incurred and will continue to incur substantial damages under the contract.

**THIRD CAUSE OF ACTION**  
**BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**  
**(Against all Defendants)**

52. Plaintiffs re-allege and incorporate by this reference the allegations of paragraphs 1 to 43, inclusive, of this Complaint.

53. At all times relevant, Plaintiffs and Defendants had an oral agreement to equally share in the profits, losses, and expenses of the joint venture.

54. At all times relevant, Defendants had a duty to act with good faith and fairness in a manner that would fulfill their obligations under the contract. Defendants had a simultaneous duty to refrain from acting in a manner that would render performance of the contract impossible.

55. Defendants breached their duty to act in good faith and fair dealing by their actions.

56. As a result of Defendants' breach, Plaintiffs have incurred and will continue to incur substantial damages under the contract.

**FOURTH CAUSE OF ACTION**  
**ACCOUNTING**  
**(Against All Defendants)**

57. Plaintiffs re-allege and incorporate by this reference the allegations of paragraphs 1 to 43, inclusive, of this Complaint.

58. As a result of the acts and omissions of the Defendants set forth above, Plaintiffs have suffered substantial losses in an amount that cannot be ascertained.

59. The transactions and conduct underlying the acts and omissions of the Defendants set forth above are too complicated as a result of Defendants' lack of transparency, among others, for

1 Plaintiffs to ascertain the amount of damages they have suffered or to sustain a normal action for  
2 money damages absent an accounting.

3 60. Plaintiffs are entitled to, and demand, an accounting in this matter.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
6 follows:

- 7 a. For a judicial determination of its rights and duties and a declaration that  
8 (i) Plaintiffs are not in breach of any contract;  
9 (ii) Defendants are in breach of contract; and  
10 (iii) Plaintiffs are rightfully entitled to know the whereabouts of the Original  
11 Sculpture at all times;  
12 (iv) Plaintiffs are rightfully entitled to have access to the Original Sculpture at all  
13 times;  
14 (v) Plaintiffs are rightfully entitled to physical possession of Original Sculpture;  
15 (vi) Plaintiffs are rightfully entitled to receive information regarding the identity of  
16 any buyer(s) of replica(s) of the Original Sculpture;  
17 (vii) Plaintiffs are rightfully entitled to physical possession of any replicas of the  
18 Original Sculpture;  
19 b. For specific performance;  
20 c. For compensatory damages;  
21 d. Lost profits;  
22 e. Performance on the contract;  
23 f. For costs of suit incurred herein;  
24 g. For attorney's fees to the extent authorized by law;  
25 h. For an accounting; and,  
26 i. For such other and further relief as the Court deems just and proper.

27 DATED: July 6, 2017

VAKILI & LEUS, LLP

28 By: 

Sa'id Vakili, Esq.  
Counsel for Plaintiffs



**DEMAND FOR A JURY TRIAL**

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

DATED: July 6, 2017

**VAKILI & LEUS, LLP**

By: 

Sa'id Vakili, Esq.

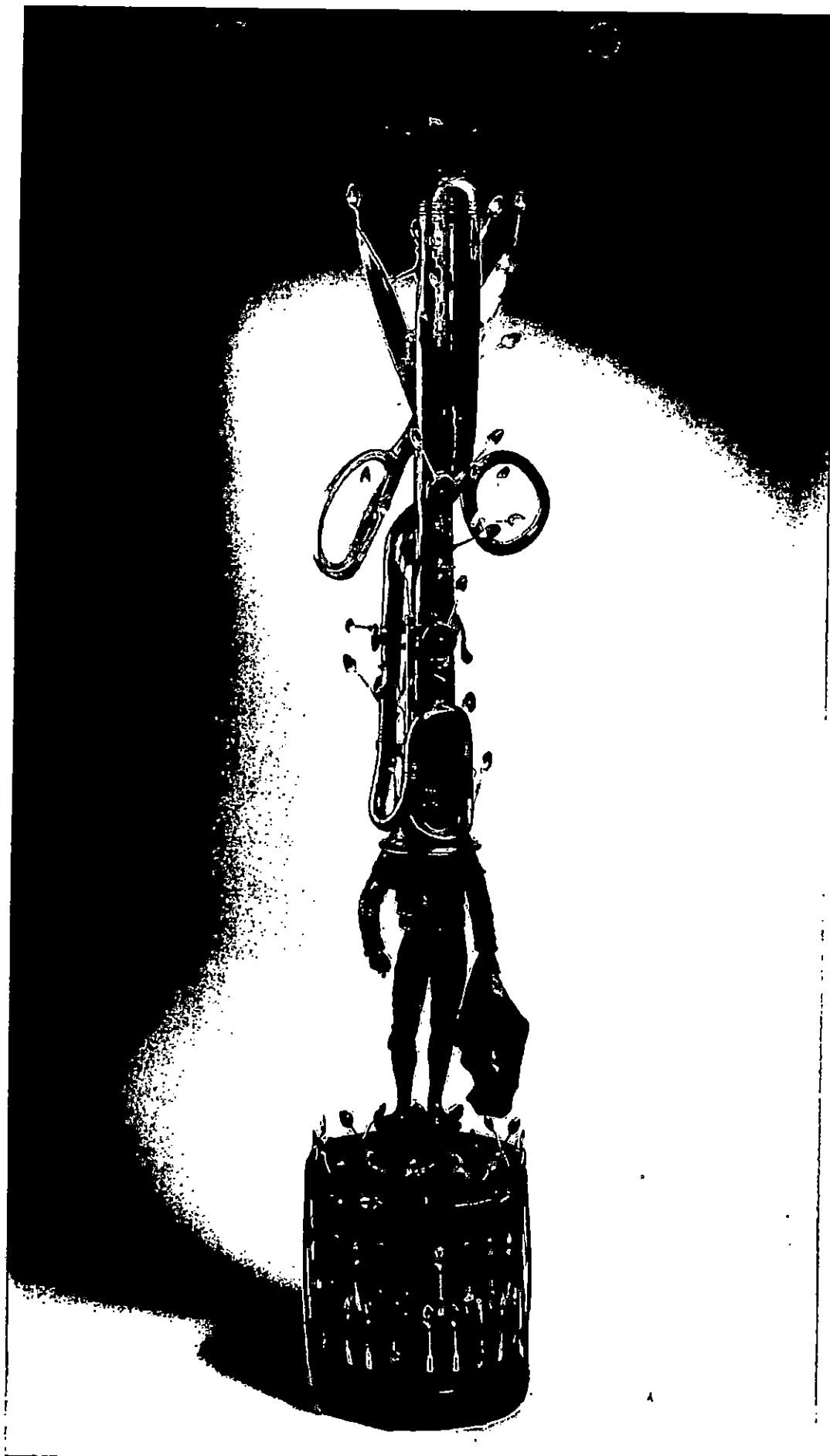
*Counsel for Plaintiffs*

07/06/2017  
07/06/2017

EXHIBIT A

Exhibit: "A"

07/06/2017



07/06/2017

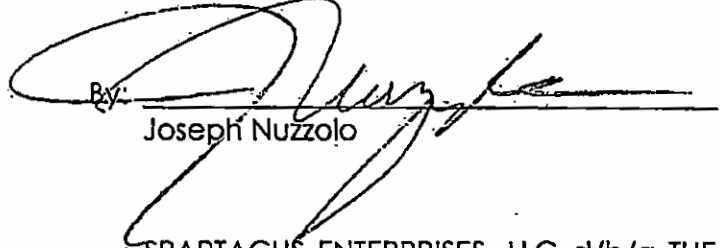
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**VERIFICATION**

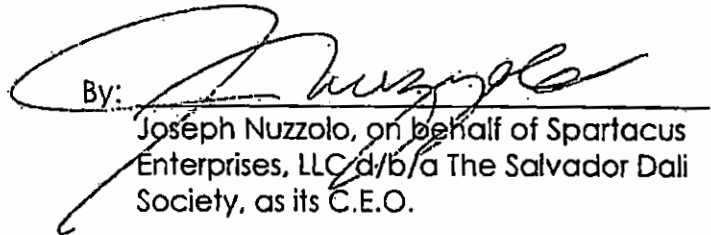
*Joseph Nuzzolo, et al. v. Tod Tarrant, et al.*

I verify under penalty of perjury under the laws of the State of California that the facts alleged in the foregoing complaint are true and correct to the best of my information, knowledge and/or belief and that this Verification was signed on July 5, 2017 at Torrance, California.

JOSEPH NUZZOLO

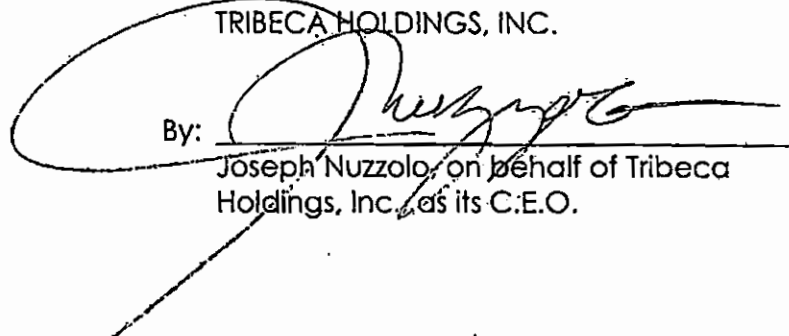
By: 

SPARTACUS ENTERPRISES, LLC d/b/a THE SALVADOR DALI SOCIETY

By: 

Joseph Nuzzolo, on behalf of Spartacus Enterprises, LLC d/b/a The Salvador Dali Society, as its C.E.O.

TRIBECA HOLDINGS, INC.

By: 

Joseph Nuzzolo, on behalf of Tribeca Holdings, Inc., as its C.E.O.

07/06/2017

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sa'id Vakili, Esq. (SBN: 176322) Jason C. Ming, Esq. (SBN: 219745) <b>VAKILI &amp; LEUS, LLP</b> 3701 Wilshire Boulevard, Suite 1135 Los Angeles, California 90010-2822 TELEPHONE NO: 213/380-6010 FAX NO: 213/380-6051 ATTORNEY FOR (Name): Joseph Nuzzolo, et al.		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of Los Angeles  <b>JUL 06 2017</b>  Sherri R. Carter, Executive Officer/Clerk By <u>M. Soto</u> , Deputy Moses Soto
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>LOS ANGELES</b> STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: (same) CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District - Stanley Mosk Courthouse		
CASE NAME: Joseph Nuzzolo, et al. v. Tod Tarrant, et al.		
<b>CIVIL CASE COVER SHEET</b> <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: <b>BC 667702</b>  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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DP/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/W/D (23) <b>Non-P/DP/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input 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-P/DP/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" 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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation</b> (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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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): 4: Declaratory Relief; Breach of Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Accounting

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-075.)

Date: July 6, 2017

Sa'id Vakili, Esq.

(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

 Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2007)

## CIVIL CASE COVER SHEET

 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
 www.courtinfo.ca.gov

BY FAX

## 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 P/DPD/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 P/DPD/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 P/DPD/WD

## Non-P/DPD/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-P/DPD/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

07/06/2017

ORIGINAL

SHORT TITLE: Joseph Nuzzolo, et al. v. Tod Tarrant, et al.	CASE NUMBER BC 667702
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

BY FAX

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

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

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 3-5 ☐ HOURS ☒ DAYS

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

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

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

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

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

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

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

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

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**CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATION**

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

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: Joseph Nuzzolo, et al. v. Tod Tarrant, et al.	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)
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case - Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (28)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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AND STATEMENT OF LOCATIONLASC, rule 2.0  
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SHORT TITLE: Joseph Nuzzolo, et al. v. Tod Tarrant, et al.	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1, 2, 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8.
Toxic Tort/ Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 9. 2, 6. 2, 9. 2, 8. 2, 8. 2, 8, 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8. 2, 8. 1, 2, 8. 1, 2, 8.
Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9. 2, 3, 9. 2, 3, 9. 2. 2, 7. 2, 3, 4, 8. 2, 9.

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### CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE  <input type="checkbox"/> 1. <input checked="" 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.			ADDRESS: 2007 West Carson Street
CITY: Torrance	STATE: CA	ZIP CODE: 90503	

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

Dated: July 6, 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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.