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FILED
 ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT
 By Cheryl C. Carr Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

<p>GUY BAILEY JOHNSON,</p> <p>Plaintiff,</p> <p>vs.</p> <p>COLIN ASHANTI MURPHY-JOHNSON, a/k/a COLIN JOHNSON; CAGED BIRD LEGACY, LLC, a Florida limited liability company; THE LEGACY COLLECTIVE, LLC, a California limited liability company; and DOES 1-20,</p> <p>Defendants.</p>	<p>Case No: <u>RG</u> 17881459</p> <p>COMPLAINT FOR:</p> <ol style="list-style-type: none"> 1. ELDER ABUSE 2. BREACH OF CONTRACT 3. ANTICIPATORY BREACH OF CONTRACT 4. BREACH OF FIDUCIARY DUTY 5. DISSOLUTION OF LLC 6. DECLARATORY RELIEF <p>DEMAND FOR JURY TRIAL</p>
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Plaintiff alleges:

INTRODUCTION

1. This action concerns conduct following the death of the late African-American poet and civil rights leader, Dr. Maya Angelou, by her grandson, defendant Colin Ashanti Murphy-Johnson, to the detriment of his elderly and disabled father, Dr. Angelou's son, plaintiff Guy Bailey Johnson, as well as the continuity and maintenance of Dr. Angelou's extraordinary and unique legacy.

2. Colin Johnson abused his father by (A) foisting upon him a series of transactions to gain an upper hand and ultimately sole control over his father's entitlements to Dr. Angelou's intellectual property ("Maya Angelou IP"), of which his father is a 75% intended

beneficiary, consisting of copyrights in and to literary and other creative works, registered trademarks, rights of publicity, and other and related and associated rights and entitlements, and (B) mismanaging defendant CAGED BIRD LEGACY, LLC – the Florida entity the two of them organized to manage the Maya Angelou IP and to protect and maintain her legacy. Over time, Colin Johnson has excluded his father from any meaningful participation in CAGED BIRD and has used CAGED BIRD as a vehicle to fund his own extravagant lifestyle. CAGED BIRD cannot apparently meet its current financial obligations. And it now appears that Colin Johnson intends to engage in additional self-dealing, having created a California entity – defendant THE LEGACY COLLECTIVE, LLC – through which he apparently expects to deal in all or substantially all of the Maya Angelou IP residing in CAGED BIRD without his father’s consent or participation.

3. By this lawsuit, Guy Johnson seeks to retake control of his mother’s legacy, to halt his son’s continued raiding of CAGED BIRD’s coffers and mismanagement of the Maya Angelou IP, to unwind CAGED BIRD, and to be compensated for the financial wrongdoing, mismanagement and abuse by his son.

4. Colin Johnson has also failed to make any payments on a promissory note (the “Promissory Note”) for a \$1.8 million loan that he induced his father to make to him in or around June 2016 to buy a home in Los Angeles for him and his son to live in. Colin Johnson told his father that he would apply all of these funds to the purchase of that home, which he did not in fact do. Colin Johnson’s son has since moved out of this home and has relocated to Atlanta, Georgia, where he lives with his maternal grandfather. This lawsuit also seeks to vindicate Guy Johnson’s rights under that Promissory Note as well as the promise made by his son to repay that loan from proceeds from Dr. Angelou’s estate.

THE PARTIES

5. Plaintiff Guy Bailey Johnson is a 72-year old resident of Oakland, California. He is permanently disabled and confined to a wheelchair.

6. Defendant Colin Ashanti Murphy-Johnson, also known as Colin Johnson, is the son of Guy Johnson and, on information and belief, resides in Los Angeles, California.

1 7. Defendant CAGED BIRD LEGACY, LLC is a limited liability company
2 organized under the laws of the State of Florida and registered to do business in the State of
3 California. Guy Johnson and Colin Johnson organized CAGED BIRD in or around July 2014,
4 becoming equal owners and members, with Colin Johnson serving as its manager.

5 8. Defendant THE LEGACY COLLECTIVE, LLC is a limited liability company
6 organized under the laws of the State of California. Colin Johnson and DOES 1 through 5
7 organized THE LEGACY COLLECTIVE in or around Nov. 2016. According to the California
8 Secretary of State website, Colin Johnson is the agent for service of process, a member and a
9 manager of THE LEGACY COLLECTIVE.

10 9. The true names or capacities, whether individual, corporate, associate, or
11 otherwise, of defendants DOES 1 to 20, inclusive, being unknown, Guy Johnson sues these
12 defendants under fictitious names pursuant to C.C.P. § 474. He will amend the complaint to
13 state such DOE defendants' true names once they are ascertained.

14 **JURISDICTION AND VENUE**

15 10. This Court has personal jurisdiction over each Defendant in that Colin Johnson
16 resides in the State of California, THE LEGACY COLLECTIVE is a California limited liability
17 company, CAGED BIRD is licensed to do business in the State, its members are both California
18 residents, and its principal place of business is in California.

19 11. Venue in this Court is proper pursuant to C.C.P. § 395 because the Promissory
20 Note was entered into in this County. In addition, the liabilities at issue in this case arose out of
21 the failure by Colin Johnson and CAGED BIRD to consult, report, account and pay Guy
22 Johnson in Alameda County, where he resides, and the injury to him occurred here.

23 12. This Court has subject matter jurisdiction over the action in that the matter in
24 controversy exceeds the sum or value of \$25,000, exclusive of interest, costs, and attorneys'
25 fees.

FACTS COMMON TO ALL COUNTS

MISMANAGEMENT OF CAGED BIRD LEGACY

13. Guy Johnson is the only child of the late iconic African-American poet and civil rights leader Dr. Maya Angelou. Dr. Angelou named and appointed Guy Johnson the executor of her estate, the trustee of the Maya Angelou Revocable Trust dated July 13, 2000, and the chairman of the Maya Angelou Foundation, a 501c3 non-profit dedicated to fundraising for scholarships to historically black colleges. Dr. Angelou's will probate took place in the State of North Carolina, where Dr. Angelou resided at the time of her death.

14. Dr. Angelou died on May 28, 2014. In accordance with her will, Dr. Angelou left her son a 75% interest, and her grandson a 25% interest, in the Maya Angelou IP. Shortly thereafter, as part of the estate's orderly administration, these rights descended by written assignment and transfer from Dr. Angelou's estate, first to her irrevocable trust and then to Guy Johnson and Colin Johnson individually in their respective shares. Guy Johnson and Colin Johnson then exclusively licensed each of their respective shares in the Maya Angelou IP into CAGED BIRD. Subsequently, the various sources of income and royalties derived from the use of the Maya Angelou IP began to pay CAGED BIRD.

15. Notwithstanding the three-fourths interest left to him by his mother in and to the Maya Angelou IP, upon organizing CAGED BIRD, Colin Johnson induced Guy Johnson (A) to make Colin Johnson manager of CAGED BIRD; (B) to grant Colin Johnson an equal interest in that entity, making them 50/50 owners and members entitled to an equal share of the proceeds derived from CAGED BIRD's management of the Maya Angelou IP; (C) to agree that Colin Johnson would receive a guaranteed monthly payment from CAGED BIRD; (D) to loan or otherwise contribute to CAGED BIRD approximately \$150,000 so that it could begin to pay Colin Johnson; (E) to loan Colin Johnson \$1.8 million to purchase a home and allow him to relocate to Los Angeles "to be closer" to the entertainment business; (F) to employ the services of Colin Johnson's accountant and current business partner as CAGED BIRD's and, eventually, as Guy Johnson's accountant, including in the preparation of personal and business tax returns;

1 and (G) to employ the services of that accountant's attorney in the documentation of the
2 foregoing.

3 16. Upon information and belief, CAGED BIRD continues to hold right, title and
4 interest in and to the Maya Angelou IP in accordance with the aforementioned licenses, to
5 manage and administer the Maya Angelou IP, and to collect all proceeds derived therefrom.

6 17. At all relevant times, Colin Johnson has served and continues to serve as manager
7 of CAGED BIRD, from whom its accountant and other professionals as well as third parties take
8 direction in its business and financial affairs.

9 18. Since the inception of CAGED BIRD and continuing to the present, Colin
10 Johnson has engaged in a pattern and practice of deception, manipulation, self-dealing, and
11 mismanagement, consisting of some or all of the following:

12 A. Colin Johnson has incurred many questionable expenses on behalf of
13 CAGED BIRD, including for a range of personal items, and has regularly incurred tens of
14 thousands of dollars in monthly charges on an American Express card in CAGED BIRD's name.

15 B. Despite hundreds of thousands of dollars in mostly passive income, Colin
16 Johnson has failed to direct CAGED BIRD to make any distributions for the calendar year 2017
17 to his father. The last such distribution was over a year ago. Meanwhile, CAGED BIRD has
18 disbursed over \$300,000 to Colin Johnson.

19 C. Colin Johnson has failed to consult with or report to his father on a
20 regular or periodic basis with respect to the business affairs of CAGED BIRD.

21 D. Colin Johnson has failed to report or account to his father on a regular or
22 periodic basis with respect to the financial affairs of CAGED BIRD.

23 E. Without his father's knowledge or consent, Colin Johnson has borrowed
24 almost \$150,000 from CAGED BIRD, which indebtedness remains unsecured and
25 undocumented by any promissory note or other similar legal instrument.

26 F. According to its accountant, notwithstanding that it reported holding
27 almost \$70,000 in cash as of July 31, 2017, and had over \$50,000 in cash as of Sept. 15, 2017,
28

1 CAGED BIRD had on-hand only about \$9,000 as of October 31, 2017, and is currently unable
2 to pay its bills.

3 19. In June 2017, during contract negotiations between CAGED BIRD and a third
4 party, in which the third party required Guy Johnson's participation and signature, Colin
5 Johnson sent text messages stating that he was "prepared to finish [his father] off," that Guy
6 Johnson would "feel the pain of losing money and all he has," and that if he did not sign Colin
7 Johnson would declare "war" against his father. In text messages to his father's wife, Colin
8 Johnson threatened to "come and sit outside your house until he deals with me." These
9 communications were the same or substantially similar in tone or substance to those Colin
10 Johnson previously had with his father from time-to-time on the telephone or in person,
11 including during the lead-up to CAGED BIRD.

12 20. On October 26, 2017, CAGED BIRD's accountant informed Guy Johnson
13 through counsel that Colin Johnson had organized THE LEGACY COLLECTIVE for the
14 purpose of doing business in the Maya Angelou IP. Upon information and belief, Colin Johnson
15 intends to license the Maya Angelou IP from CAGED BIRD to THE LEGACY COLLECTIVE
16 to divert income and business opportunities from CAGED BIRD and to further cut his father out
17 of his entitlements to Dr. Angelou's legacy.

18 BREACH OF LOAN OBLIGATION

19 21. On or about June 27, 2016, Guy Johnson loaned Colin Johnson \$1.8 million so
20 that he could relocate to Los Angeles. The parties understood, intended and agreed at that time
21 that these monies would be used to purchase a home, and that Colin Johnson would repay Guy
22 Johnson from any proceeds distributable to him from Dr. Angelou's estate, which had not yet
23 closed. On that basis, Guy Johnson arranged to wire these funds directly to Colin Johnson.

24 22. Later, Colin Johnson delivered the Promissory Note, a true and correct copy of
25 which as executed by Colin Johnson is attached hereto as Exhibit A. While it makes no mention
26 of the promises inducing the loan, the Promissory Note requires that Colin Johnson pay his
27 father interest quarterly in the amount of \$6,750.00, commencing September 27, 2016.
28

23. Guy Johnson has yet to receive any of the payments due him under the Promissory Note, demand for which is hereby made, together with additional interest and late charges.

STAY AWAY ORDER

24. On October 30, 2017, following notice and hearing, this Court issued an Elder Abuse Restraining Order against Colin Johnson, a true and correct copy of which is attached hereto as Exhibit B.

FIRST CAUSE OF ACTION

Elder Financial Abuse, California W&I Code § 15610.30 (Against Defendant COLIN JOHNSON)

25. Guy Johnson re-alleges and incorporates by reference each and every allegation set forth above.

26. At all relevant times, Guy Johnson was an "elder" as defined in California W&I Code § 15610.27 and a "senior citizen" as defined in California Civil Code § 1761.

27. At all relevant times, Colin Johnson knew that his actions as set forth above were aimed at an elder and senior citizen. Moreover, Guy Johnson is a quadriplegic with limited mobility, confined to a mechanized wheelchair, thus making him a particularly vulnerable elder and senior citizen.

28. By the conduct alleged above, Colin Johnson took, appropriated, obtained, and retained or assisted in the taking, appropriating or retaining of money and property of his father, or money and property to which his father had a legal entitlement to.

29. Colin Johnson knew that he was taking and retaining money and property rightfully belonging to his father and willfully and maliciously retained that money and property.

30. Colin Johnson's taking and retention of his father's money and property was malicious, oppressive or fraudulent as defined in California Civil Code § 3294.

31. As a direct and proximate result of the foregoing financial abuses, Guy Johnson has suffered substantial economic damages in an amount to be determined according to proof at trial, but at least the jurisdictional minimum of this Court.

32. Damages are not a fully adequate remedy because Colin Johnson's breaches, abuses, and mismanagement of CAGED BIRD are ongoing. Guy Johnson is therefore entitled to injunctive relief to prevent his son from continuing to engage in such wrongful conduct.

33. WHEREFORE, Guy Johnson prays for the relief set out below.

SECOND CAUSE OF ACTION
Breach of Contract
(Against Defendant COLIN JOHNSON)

34. Guy Johnson re-alleges and incorporates by reference each and every allegation set forth above.

35. The Promissory Note is a valid and enforceable obligation of Colin Johnson from which Guy Johnson was intended to benefit.

36. Colin Johnson has breached the terms and conditions of the Promissory Note by failing to make any of the five (5) quarterly interest payments in the amount of \$6,750 each due thereunder.

37. The foregoing breaches are material. Dr. Angelou's estate has not yet closed, and no monies are currently payable from the estate to Colin Johnson. These breaches therefore represent the entirety of Colin Johnson's current financial obligations due to date under the parties' agreement with respect to the underlying loan.

38. As a direct and proximate result of the foregoing, Guy Johnson has been damaged in an amount to be determined according to proof at trial, but at least \$33,750 to date, together with interest and late charges.

39. WHEREFORE, Guy Johnson prays for the relief set out below.

THIRD CAUSE OF ACTION
Anticipatory Breach of Contract
(Against Defendant COLIN JOHNSON)

40. Guy Johnson re-alleges and incorporates by reference each and every allegation set forth above.

41. The parties' agreement regarding repayment of the loan as alleged above is valid and enforceable.

1 42. By his words and conduct including, but not limited to, failing to make any of the
2 first five interest payments due under the Promissory Note, as well as delivering a legal
3 instrument at variance with the parties' understanding, intention and agreement with respect to
4 the timing of repayment of the underlying loan and making statements to the effect that his
5 father owed him money and not the other way around, Colin Johnson has clearly and positively
6 indicated that he will not meet his obligations under the parties' agreement and has no intention
7 to pay that loan back.

8 43. This anticipatory breach is material.

9 44. As a direct and proximate result of the foregoing, Guy Johnson has been or will
10 be damaged in an amount to be determined according to proof at trial, but in no event less than
11 \$1.8 million, together with interest and late charges.

12 45. WHEREFORE, Guy Johnson prays for the relief set out below.

13 **FOURTH CAUSE OF ACTION**
14 **Breach of Fiduciary Duty**
15 **(Against Defendant COLIN JOHNSON)**

16 46. Guy Johnson re-alleges and incorporates by reference each and every allegation
17 set forth above.

18 47. As a member and sole manager of CAGED BIRD, Colin Johnson owes his father
19 a duty to act with the utmost loyalty and in the highest good faith and best interests of Guy
20 Johnson and CAGED BIRD.

21 48. By the conduct alleged above, Colin Johnson has breached his fiduciary duty to
22 his father.

23 49. Colin Johnson's breach of his fiduciary duty was malicious, oppressive or
24 fraudulent as defined in California Civil Code § 3294.

25 50. As a direct and proximate result of the foregoing, Guy Johnson has been
26 damaged in an amount to be determined according to proof at trial, but at least the jurisdictional
27 minimum of this Court.

28 51. Damages are not a fully adequate remedy because Colin Johnson's breaches of
his fiduciary duty are ongoing. Guy Johnson is therefore entitled to injunctive relief to prevent

1 his son from continuing to engage in such wrongful conduct including, but not limited to,
2 removing Colin Johnson as manager of CAGED BIRD and rescinding Colin Johnson's access to
3 any and all CAGED BIRD bank accounts.

4 52. WHEREFORE, Guy Johnson prays for the relief set out below.

5 **FIFTH CAUSE OF ACTION**
6 **Involuntary Dissolution of CAGED BIRD LEGACY (Fla. Stat. 605.0702(b))**
7 **(Against Defendants CAGED BIRD LEGACY and COLIN JOHNSON)**

8 53. Guy Johnson re-alleges and incorporates by reference each and every allegation
9 set forth above.

10 54. As described above, CAGED BIRD's assets have been misappropriated and
11 wasted by its manager, Colin Johnson, causing substantial financial injury to Guy Johnson.

12 55. Colin Johnson's organization of THE LEGACY COLLECTIVE to the extent it is
13 intended to serve as an alternative means of administering the Maya Angelou IP poses a conflict
14 of interest for CAGED BIRD's current manager, Colin Johnson, which will continue to cause
15 substantial financial injury to CAGED BIRD and Guy Johnson.

16 56. Guy Johnson and Colin Johnson are deadlocked in the management of CAGED
17 BIRD's activities and affairs. Guy Johnson requested in writing through counsel that Colin
18 Johnson resign as manager of CAGED BIRD and relinquish his guaranteed payments, in favor
19 of his father serving as interim manager on an unpaid basis, until such time as a professional
20 manager can be retained if and as needed. Colin Johnson has failed and refused to respond to
21 that request, and he and his father appear unable to break their deadlock. Irreparable injury to
22 CAGED BIRD is therefore threatened by this deadlock.

23 57. Guy Johnson is therefore entitled to judicial dissolution of CAGED BIRD under
24 Fla. Stat. § 605.0702(1)(b)(4) &(5).

25 **SIXTH CAUSE OF ACTION**
26 **Declaratory Relief**
27 **(Against All Defendants)**

28 58. Guy Johnson re-alleges and incorporates by reference each and every allegation
set forth above.

1 59. An actual controversy exists between Guy Johnson, on the one hand, and
2 Colin Johnson, CAGED BIRD, THE LEGACY COLLECTIVE, Does 1-20, and each of them,
3 concerning CAGED BIRD, Colin Johnson's management thereof, and any agreement or
4 arrangement made between CAGED BIRD and THE LEGACY COLLECTIVE. Specifically:

5 A. Guy Johnson contends that CAGED BIRD must be dissolved because
6 Colin Johnson has misappropriated and wasted its assets and otherwise mismanaged its business
7 affairs, and it is deadlocked because Colin Johnson has refused to resign. On information and
8 belief, Defendants, and each of them, contend that CAGED BIRD can continue to operate and
9 should not be dissolved.

10 B. Guy Johnson contends that CAGED BIRD cannot contract with or
11 otherwise do business with THE LEGACY COLLECTIVE without Guy Johnson's express
12 written consent because of Colin Johnson's inherent conflict of interest in such a transaction and
13 that engaging in any such transaction without the express written consent of Guy Johnson would
14 be a breach of Colin Johnson's fiduciary duty to Guy Johnson as a member of CAGED BIRD.
15 Accordingly, Guy Johnson contends that any transaction between CAGED BIRD and THE
16 LEGACY COLLECTIVE entered into by Colin Johnson without the express written consent of
17 Guy Johnson is invalid and must be rescinded. On information and belief, Defendants, and each
18 of them, contend that Colin Johnson has the authority to contract and do business with THE
19 LEGACY COLLECTIVE on behalf of CAGED BIRD without the express written consent of
20 Guy Johnson, that there is no conflict of interest or other breach of fiduciary duty in doing so,
21 and that any transaction entered into by Colin Johnson on behalf of CAGED BIRD with THE
22 LEGACY COLLECTIVE is valid and enforceable.

23 C. Guy Johnson contends that due to his misappropriation and waste of the
24 assets of CAGED BIRD and other breaches of fiduciary duty to Guy Johnson as a member of
25 CAGED BIRD, Colin Johnson may no longer serve as manager of CAGED BIRD and must
26 forfeit access to any and all CAGED BIRD bank accounts. On information and belief, Colin
27 Johnson contends that he did not breach any fiduciary duty and can and should continue to serve
28 as manager of CAGED BIRD.

60. Guy Johnson seeks a declaration of the legal rights and duties of the respective parties as follows: (A) that CAGED BIRD be dissolved; (B) that Colin Johnson be prevented from entering into any transaction on behalf of CAGED BIRD with THE LEGACY COLLECTIVE without the express written consent of Guy Johnson (and that any such transaction previously entered into be invalidated and rescinded); and (C) that Colin Johnson be removed as manager of CAGED BIRD and prevented from accessing any of CAGED BIRD's bank accounts.

PRAYER FOR RELIEF

WHEREFORE, plaintiff Guy Johnson prays for judgment in his favor and relief as follows:

- (a) For actual, compensatory, incidental, and consequential damages in an amount to be determined at the trial of this action, but at least \$25,000 from defendant Colin Johnson;
- (b) For compensatory damages for all harm flowing from defendant Colin Johnson's actual and anticipatory breach of contract in an amount to be determined at the trial of this action, but at least \$25,000;
- (c) For the restitution or disgorgement of all monies derived from defendant Colin Johnson's breach of fiduciary duty in an amount to be determined at the trial of this action;
- (d) For punitive and exemplary damages from defendant Colin Johnson according to proof pursuant to Cal. Civil Code § 3294;
- (e) For emotional distress damages from defendant Colin Johnson according to proof;
- (f) For treble damages from defendant Colin Johnson pursuant to Cal. Civ. Code § 3345;
- (g) For an accounting of all revenues flowing to defendants, and each of them, as a result of exploitation of the Maya Angelou IP;

- (h) For a notice of pendency of action on defendant Colin Johnson's home, located at 6446 Deep Dell Place, Los Angeles, CA 90068;
- (i) For imposition of a constructive trust over the assets of defendants, and each of them, for all amounts by which any of them has been unjustly enriched;
- (j) For dissolution of defendant CAGED BIRD LEGACY, LLC, in accordance with the laws of Florida;
- (k) For a temporary protective order, and preliminary and permanent injunction against all Defendants enjoining them and their officers, agents, employees, and representatives from exploiting, transferring, assigning, conveying, or dealing in, directly or indirectly, the Maya Angelou IP in any manner whatsoever without the express written consent of plaintiff Guy Johnson;
- (l) For a preliminary and permanent injunction against defendant Colin Johnson enjoining him from serving as manager of defendant CAGED BIRD LEGACY, LLC and enjoining him, his agents, employees and representatives from accessing and/or disbursing funds from any and all bank accounts of defendant CAGED BIRD LEGACY, LLC;
- (m) For interest, at the legal rate;
- (n) For attorneys' fees and costs, as may be permitted by law; and
- (o) For all such other and further relief as the Court may deem just, proper and equitable.

Dated: November 6, 2017

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP

By: 

David M. Given
Attorneys for Plaintiff

PHILLIPS, ERLEWINE, GIVEN & CARLIN, LLP
39 Mesa Street, Suite 201
San Francisco, CA 94129
(415) 398-0900

DEMAND FOR JURY TRIAL

Plaintiff Guy Johnson hereby requests a trial by jury of all issues so triable.

Dated: November 6, 2017

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP

By: 

David M. Given.

Attorneys for Plaintiff

A

EXHIBIT A

PROMISSORY NOTE

\$1,800,000.00

June 27, 2016

Oakland, CA

For value received, the undersigned Colin Johnson, an individual ("Maker"), promises to pay to Guy Johnson, an individual ("Holder"), at 5440 LaSalle Ave Oakland, CA 94611, or at such other place as may be designated by Holder in writing, the principal sum of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00), together with interest from the date hereof on unpaid principal at the rate of one and 50/100 percent (1.50%) per annum, payable interest only quarterly in the amount of Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00) per quarter, commencing September 27, 2016, and continuing until June 26, 2025, at which time the entire principal sum due hereunder, plus all accrued but unpaid interest thereon, shall be due and payable.

Maker shall have the right to prepay all or any portion of the principal sum due hereunder at any time without penalty or bonus. All amounts payable hereunder shall be credited first to interest, then to principal, and interest shall thereupon cease on the principal so credited.

If any payment due hereunder is not paid within thirty (30) days of the due date therefor, a late charge equal to five percent (5%) of the amount of such payment may, at Holder's option, be imposed on Maker.

Any payment required hereunder shall be deemed to be late if such payment is not paid within thirty (30) days of the due date therefor. If a payment is late, Holder may, at Holder's option, give written notice (the "Late Notice") thereof to Maker. If Maker fails to make the required payment within thirty (30) days after Holder gives the Late Notice, Maker shall be deemed in default of Maker's obligations hereunder. Upon Maker's default hereunder, Holder may, at Holder's option, declare the entire unpaid balance of this Note immediately due and payable.

No previous waiver or failure or delay by Holder in acting with respect to the terms of this Note will constitute a waiver of any breach, default or failure of condition under this Note. A waiver of any term of this Note must be in writing and will be limited to the express terms of the waiver.

Principal and other amounts (if any) shall be payable in lawful money of the United States of America. Maker waives presentment, demand, notice of dishonor, notice of protest, notice of costs, expenses, losses or interest, and diligence in taking any action to collect any sums owing under this Note. Time is of the essence with respect to every provision of this Note. This Note shall be construed and enforced in accordance with California law.

If any legal action or other proceeding is brought for the enforcement of this Note, or because of any dispute or an alleged breach, default or misrepresentation in connection

with any of the provisions of this Note, the prevailing party shall be entitled to recover attorneys' fees, costs and other costs incurred in that action or proceeding, in addition to any other relief to which that party may be entitled.

A handwritten signature in black ink, appearing to read 'COLIN JOHNSON', written over a horizontal line.

COLIN JOHNSON

B

EXHIBIT B

EA-130**Elder or Dependent Adult Abuse
Restraining Order After Hearing**

Clerk stamps date here when form is filed.

Person in ① must complete items ①, ②, and ③ only.

① Elder or Dependent Adult Seeking Protectiona. Full Name: Guy Bailey Johnson☐ Name of person asking for the protection, if different (This is the person named in item ③ of the request (Form EA-100).):

Full Name: _____

Lawyer for person named above (if any for this case):

Name: David M. Given State Bar No.: 142375Firm Name: Phillips, Erlewine, Given & Carlin LLP

b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.):

Address: 39 Mesa Street Suite 201City: San Francisco State: CA Zip: 94129Telephone: 415-398-0900 Fax: _____

E-Mail Address: _____

Fill in court name and street address:

Superior Court of California, County of
Alameda
Hayward Hall of Justice
24405 Amador Street
Hayward, CA 94544

Court fills in case number when form is filed.

Case Number:

HF17878330**② Restrained Person**Full Name: Colin Ashanti Murphy-Johnson

Description:

Sex: ☒ M ☐ F Height: 5'11 Weight: 215 Date of Birth: 02/02/1976
Hair Color: RED Eye Color: BRO Age: 41 Race: O
Home Address (if known): 6446 Deep Dell Place
City: Los Angeles State: CA Zip: 90068
Relationship to Protected Person: Son

③ ☒ Additional Protected Persons

In addition to the elder or dependent adult named in ①, the following family or household members or conservator of the elder or dependent adult named in ① are protected by the orders indicated below:

Full Name	Sex	Age	Lives with you?	Relation to Protected Person
<u>Stephanie Floyd- Johnson</u>	<u>F</u>	<u>62</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Spouse</u>
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

☐ Check here if there are additional protected persons. List them on an attached sheet of paper and write "Attachment 3—Additional Protected Persons" as a title. You may use Form MC-025, Attachment.**④ Expiration Date**

This Order, except for any award of lawyer's fees, expires at:

Time: 12:00 ☐ a.m. ☐ p.m. ☒ midnight on (date): 10/29/2022

If no expiration date is written here, this Order expires three years from the date of issuance.

This is a Court Order.

Case Number:

HF17878330

5 Hearing

- a. There was a hearing on (date): 10/30/2017 at (time): 13:30 in Dept.: 511 Room: _____
(Name of judicial officer): Kimberly E. Colwell made the orders at the hearing.
- b. These people were at the hearing:
- (1) ☒ The elder or dependent adult in need of protection
 - (2) ☒ The lawyer for the elder or dependent adult (name): David Given
 - (3) ☐ The person in ① asking for protection (if not the elder or dependent adult)
 - (4) ☐ The lawyer for the person in ① asking for protection (name): _____
 - (5) ☐ The person in ②
 - (6) ☐ The lawyer for the person in ② (name): _____
 - ☐ Additional persons present are listed at the end of this Order on Attachment 5.
- c. ☐ The hearing is continued. The parties must return to court on (date): _____ at (time): _____.

To the Person in ②:

The court has granted the orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

6 ☒ Personal Conduct Orders

- a. You must not do the following things to the elder or dependent adult named in ①
- ☒ and to the other protected persons listed in ③:
 - (1) ☒ Physically abuse, financially abuse, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, harass, destroy personal property of, or disturb the peace of the person.
 - (2) ☒ Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
 - (3) ☒ Take any action to obtain the person's address or location. If this item (3) is not checked, the court has found good cause not to make this order.
 - (4) ☐ Other (specify): _____
 - ☐ Other personal conduct orders are attached at the end of this Order on Attachment 6a(4).
- b. Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

7 ☒ Stay-Away Orders

- a. You must stay at least 100 yards away from (check all that apply):
- (1) ☒ The elder or dependent adult in ①
 - (2) ☒ Each person in ③
 - (3) ☒ The home of the elder or dependent adult
 - (4) ☐ The job or workplace of the elder or dependent adult
 - (5) ☒ The vehicle of the elder or dependent adult
 - (6) ☐ Other (specify): _____

This is a Court Order.

- ⑦ b. This stay-away order does not prevent you from going to or from your home or place of employment.

⑧ ☐ **Move-Out Order**

You must immediately move out from and not return to *(address)*:

and must take only the personal clothing and belongings you need.

⑨ ☒ **No Guns or Other Firearms and Ammunition**

This Order must be granted unless the abuse is financial only.

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. If you have not already done so, you must:
- Sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms in your immediate possession or control. This must be done within 24 hours of being served with this Order.
 - File a receipt with the court within 48 hours of receiving this Order that proves that your guns or firearms have been turned in, sold, or stored. *(You may use form EA-800, Proof of Firearms Turned In, Sold, or Stored, for the receipt.)*
- c. ☒ The court has received information that you own or possess a firearm.

⑩ **Financial Abuse**

This case ☒ does not ☐ does involve solely financial abuse unaccompanied by force, threat, harassment, intimidation, or any other form of abuse.

⑪ ☐ **Possession and Protection of Animals**

- a. ☐ The person in ① is given the sole possession, care, and control of the animals listed below, which are owned, possessed, leased, kept, or held by him or her, or reside in his or her household.
(Identify animals by, e.g., type, breed, name, color, sex.)

- b. ☐ The person in ② must stay at least _____ yards away from, and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of, the animals listed above.

This is a Court Order.

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12 ☐ **Lawyer's Fees and Costs**

You must pay to the person in **1** the following amounts for: a. ☐ Lawyer's fees b. ☐ Costs

<u>Item</u>	<u>Amount</u>	<u>Item</u>	<u>Amount</u>
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

☐ Additional amounts are attached at the end of this Order on Attachment 12.

13 ☐ **Other Orders (specify):**

☐ Additional orders are attached at the end of this Order on Attachment 13.

To the Person in 1:

14 **Mandatory Entry of Order Into CARPOS Through CLETS**

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). (Check one):

- a. ☒ The clerk will enter this Order and its proof-of-service form into CARPOS.
- b. ☐ The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.
- c. ☐ By the close of business on the date that this Order is made, you or your lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency

Address (City, State, Zip)

☐ Additional law enforcement agencies are listed at the end of this Order on Attachment 14.

This is a Court Order.

(15) Service of Order on Restrained Person


- a. ☐ The person in (2) personally attended the hearing. No other proof of service is needed.
- b. ☒ The person in (1) was at the hearing. The person in (2) was not.
- (1) ☒ Proof of service of form EA-110, *Temporary Restraining Order*, was presented to the court. The judge's orders in this form are the same as in form EA-110 except for the end date. The person in (2) must be served with this Order. Service may be by mail.
- (2) ☐ Proof of service of form EA-110, *Temporary Restraining Order*, was presented to the court. The judge's orders in this form are different from the orders in form EA-110. Someone—but not anyone in (1) or (3)—must personally serve a copy of this Order on the person in (2).

(16) No Fee to Serve (Notify) Restrained Person

If the sheriff or marshal serves this Order, he or she will do so for free.

(17) Number of pages attached to this Order, if any: _____

Date: 10/30/2017

Facsimile

Judicial Officer

Warning and Notice to the Restrained Person in (2):**You Cannot Have Guns or Firearms**

If the court grants the orders in item (9) on page 3, you cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, or ammunition while this Order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control as stated in item (9). The court will require you to prove that you did so.

Instructions for Law Enforcement**Enforcing the Restraining Order**

This order is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Restraining and Protective Orders System (CARPOS). If the law enforcement agency has not received proof of service on the restrained person, the agency must advise the restrained person of the terms of the order and then must enforce it. Violations of this order are subject to criminal penalties.

Start Date and End Date of Orders

This order *starts* on the date next to the judge's signature on page 5. The order *ends* on the expiration date in item (4) on page 1.

This is a Court Order.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6. Agencies are encouraged to enter violation messages into CARPOS.

Notice/Proof of Service

The law enforcement agency must first determine if the restrained person had notice of the order. Consider the restrained person "served" (given notice) if (Pen. Code, § 836(c)(2)):

- The officer sees a copy of the Proof of Service or confirms that the Proof of Service is on file; or
- The restrained person was informed of the order by an officer.

An officer can obtain information about the contents of the order and proof of service in CARPOS. If proof of service on the restrained person cannot be verified, the agency must advise the restrained person of the terms of the order and then enforce it.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The order can be changed only by another court order. (Pen. Code, § 13710(b).)

Conflicting Orders—Priorities of Enforcement

If more than one restraining order has been issued, the orders must be enforced according to the following priorities: (See Pen. Code, § 136.2; Fam. Code, §§ 6383(h)(2), 6405(b).)

1. *EPO*: If one of the orders is an *Emergency Protective Order* (form EPO-001) and is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No-Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Clerk's Certificate
[seal]

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Elder or Dependent Adult Abuse Restraining Order After Hearing* is a true and correct copy of the original on file in the court.



Date: 10-30-2017 Clerk, by [Signature], Deputy

This is a Court Order.

**Elder or Dependent Adult Abuse Restraining
Order After Hearing (CLETS-EAR or EAF)**
(Elder or Dependent Adult Abuse Prevention)