

ORIGINAL

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

**Joan Dangerfield, an**  
**individual,**

**Plaintiff,**

**v.**

**Rockdome Corporation, a**  
**Delaware corporation, Steve**  
**Fox, an individual, Peter**  
**McMillan III, an individual,**  
**Willowbrook Capital Group,**  
**LLC, a Delaware limited liability**  
**company, Dreamlight**  
**Holdings, Inc. fka Rockdome,**  
**Inc., a Delaware corporation,**  
**and Does 1 through 25, inclusive,**

**Defendants.**

Case No. **BC 7 0 9 6 1 3**

**Complaint for:**

- 1) Voidable Transfer
- 2) Fraud
- 3) Breach of Fiduciary Duty
- 4) Aiding & Abetting Breach of Fiduciary Duty
- 5) Breach of contract
- 6) Constructive Trust
- 7) Untrue & Misleading Statements in Sale of Security
- 8) Negligent Misrepresentation

**BY FAX**

**DEMAND FOR JURY**  
**TRIAL**

**COMPLAINT**

06/15/2018

06/15/2018

CIT/CASE: BC709613  
LEA/DEF#:

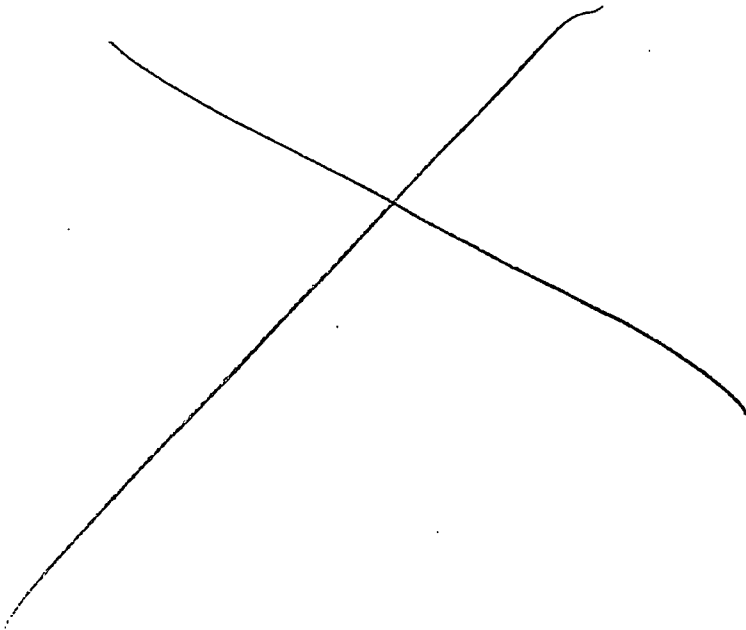
RECEIPT #: CCH520872027

DATE PAID: 06/15/18 11:20 AM

PAYMENT: \$435.00 310

RECEIVED:

CHECK:	\$435.00
CASH:	\$0.00
CHANGE:	\$0.00
CARD:	\$0.00



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1 COMES NOW PLAINTIFF JOAN DANGERFIELD and alleges on direct  
2 knowledge as to herself and on information and belief as to all others as  
3 follows:

4 I. INTRODUCTION

5 *"This is a man's world, this is a man's world*

6 *But it wouldn't be nothing, nothing, without a woman or a girl."*

7 *-- James Brown, 1966*

8 1. Plaintiff Joan Dangerfield invested \$3.9 million in cash and in kind  
9 in a company that Defendants manipulated, ruined, and stripped of its  
10 assets, which they then transferred to another corporation they controlled.  
11 Defendants wiped out Dangerfield's investment. Dangerfield, who was the  
12 company's sole woman board member and is the widow of beloved comedian  
13 Rodney Dangerfield, was duped by two cut-throat men -- Steve Fox ("Fox")  
14 and Peter McMillan III ("McMillan") -- who, along with McMillan's company  
15 Willowbrook Capital Group, LLC ("Willowbrook"), exploited Dangerfield's  
16 trust and confidence by lying to her, concealing information they were  
17 required to disclose, and excluding her from key discussions through a series  
18 of back-room deals detrimental to Dangerfield's position and investment.

19 2. Dangerfield invested in Rockdome Inc., a company she believes  
20 represents the future of live entertainment: Protected with four issued  
21 patents, it would build the world's first 360-degree virtual theatre immersing  
22 a collective audience within a "holodeck" arena where Artists perform in an  
23 unparalleled live show/film hybrid, instantly transformable for multiple uses,  
24 including eSports and convertible nightclubs, providing the revenue of five  
25 venues for the cost of one.

26 3. While Defendants McMillan and Willowbrook made a fraudulent  
27 promise to invest \$1.25-\$1.5 million in Rockdome, Inc., Defendant Fox, the  
28 company's CEO, obtained more and more money from Dangerfield to pay his

1 bloated salary and expenses. Defendants convinced Dangerfield to give up  
2 her senior recourse position as a secured creditor of the company for stock,  
3 telling her that this was a necessary precondition of McMillan and  
4 Willowbrook's investment, an investment that would have preserved the  
5 value of Dangerfield's own investment had it been made in the manner and  
6 at the time promised. But all the while Defendants plotted and schemed,  
7 their large investment never materialized -- they had no intention of making  
8 the investment that they promised when they promised it -- they cut-off  
9 Rockdome, Inc.'s financial and strategic partnerships, making the company  
10 utterly dependent on Willowbrook for future funds. Defendants isolated  
11 Dangerfield as the sole woman board member and, despite her title as  
12 Chairman, cut her out from management altogether. Fox conspired with  
13 Willowbrook and McMillan to feather his own nest, betraying Dangerfield's  
14 trust and confidence and forsaking all duties to protect her interests in order  
15 to gain additional free equity in the Rockdome business and to maintain his  
16 bloated salary.

17 4. Ultimately, Defendants schemed to force Rockdome, Inc. into  
18 bankruptcy to wipe out the equity position of investors, including  
19 Dangerfield. To that end, McMillan and Willowbrook made a small loan to  
20 Rockdome, Inc. secured by the very assets on which Dangerfield was induced  
21 to release her lien. The loan's ostensible purpose was to finance the  
22 bankruptcy "reorganization" that McMillan supposedly would use to facilitate  
23 making his investment. But instead of even that, when McMillan and  
24 Willowbrook failed to produce either the promised "reorganization plan" or  
25 the promised investment, they foreclosed on Rockdome, Inc.'s assets for a  
26 fraction of what Dangerfield had invested in the company. After the  
27 foreclosure, Fox caused Rockdome, Inc. to abandon the Rockdome name so  
28 that a new company formed by McMillan could steal the name and associated

1 goodwill and continue the Rockdome plan to develop valuable entertainment  
2 venues using the assets that had originally secured Dangerfield's investment.  
3 But for the actions of Defendants, Dangerfield would have retained her  
4 status as a senior secured creditor, other investment options available to  
5 Rockdome, Inc. in 2016 would have been pursued, and Dangerfield, in the  
6 worst case, would have retained the ability to recover some value through her  
7 lien on Rockdome, Inc's assets.

8 5. Accordingly, Dangerfield files this complaint for fraud, breach of  
9 fiduciary duty, aiding and abetting breach of fiduciary duty, breach of oral  
10 contract, imposition of constructive trust, untrue and misleading statements  
11 in the sale of a security, negligent misrepresentation and for relief from  
12 voidable transactions. Dangerfield claims both damages and a constructive  
13 trust on the assets of Rockdome, Inc. that are now held by Rockdome Corp.,  
14 given the wrongful conduct of McMillan, Willowbrook, and Fox in inducing  
15 her to give up her senior lien position and effecting a fraudulent transfer of  
16 Rockdome Inc's assets.

## 17 II. PARTIES

### 18 A. The Investor: Plaintiff Joan Dangerfield

19 6. Plaintiff Joan Dangerfield is an individual resident in Los Angeles  
20 County, California. She was an early investor and the largest creditor of  
21 Defendant Dreamlight Holdings, Inc., which changed its name to Rockdome,  
22 Inc. ("Rockdome, Inc.") in 2014, and then changed its name back to  
23 Dreamlight Holdings, Inc. in 2018 as part of Defendants' misappropriation of  
24 its assets. Dangerfield also was the Chairman of Rockdome, Inc.'s Board until  
25 she resigned in February 2018.

### 26 B. The Leech: Defendant Steve Fox

27 7. Defendant Steve Fox is an individual resident in Los Angeles  
28 County, California. Fox became the CEO of Rockdome, Inc. in 2015 and

1 remains its current CEO. At all relevant times, Fox was on the board of  
2 directors of Rockdome, Inc. Fox hand-picked two of his friends to also serve as  
3 directors, thus giving Fox functional control of the board of directors. Fox  
4 persuaded Dangerfield to invest in Rockdome, Inc. and repeatedly lend it  
5 money, even as he plotted with the other Defendants to weaken Rockdome,  
6 Inc. financially and ultimately transfer its assets to another entity,  
7 Defendant Rockdome Corporation ("Rockdome Corp."). During all times  
8 relevant, Fox drew an annual salary of between \$250,000 to \$350,000, even  
9 after Rockdome, Inc. had run out of money, at which point Fox solicited  
10 Dangerfield to loan Rockdome, Inc. even more money to cover his salary.  
11 Because of her trust and confidence in Fox, Fox induced Dangerfield to loan  
12 Rockdome, Inc. funds to pay rent for Fox's luxury housing and had  
13 Dangerfield act as a guarantor on his residential lease.

14 8. Meanwhile, McMillan and Willowbrook promised Fox compensation  
15 and equity in Rockdome, Inc. (and later Rockdome Corp.) to buy his  
16 cooperation in cheating Dangerfield out of her investment and stealing  
17 Rockdome, Inc.'s assets. McMillan offered Fox an agreement to assume a  
18 high-level management position at Rockdome Corp. sometime in 2018, with  
19 an equity compensation package to match that position.

20 **C. The Swindler: Defendant Peter McMillan, III**

21 9. Defendant Peter McMillan, III, is an individual resident in Los  
22 Angeles County, California. McMillan is an investor in Rockdome, Inc.  
23 (though to a much lesser extent than Dangerfield). McMillan is also a  
24 founder, managing partner, and member of Defendant Willowbrook Capital  
25 Group, LLC ("Willowbrook"), the entity that ultimately destroyed Rockdome,  
26 Inc. and acquired the assets of Rockdome, Inc. for McMillan's company,  
27 Rockdome Corp. McMillan is also a director of Rockdome Corp. Prior to  
28 founding Willowbrook, McMillan was a high-level executive at SunAmerica

1 Investments, Inc., where he was paid \$23.5 million in executive compensation  
2 in one year<sup>1</sup> and oversaw SunAmerica's acquisition of massive amounts of  
3 mortgage backed securities,<sup>2</sup> similar to those which featured so prominently  
4 in the subprime mortgage crisis that led to the U.S. financial meltdown of  
5 2008-2009.<sup>3</sup>

6 **D. The Vulture: Defendant Willowbrook Capital Group, LLC**

7 10. Defendant Willowbrook is a Delaware limited liability company  
8 with an executive office in Los Angeles County, California. Willowbrook was  
9 founded and is controlled by McMillan. McMillan used Willowbrook to  
10 perpetrate the scheme outlined in this Complaint.

11 **E. McMillan's Receptacle: Defendant Rockdome Corporation**

12 11. Rockdome Corporation is a Delaware corporation with its  
13 executive office in Los Angeles County, California. Rockdome Corp. is  
14 controlled by Defendants Willowbrook and McMillan. Willowbrook is  
15 Rockdome Corp.'s sole stockholder, and McMillan, his partner in  
16 Willowbrook, Keith Hall, and Fox are the only directors. In May 2018,  
17 Willowbrook and/or McMillan transferred all or substantially of Rockdome,  
18 Inc.'s valuable assets, including its patents, to Rockdome Corp.

19 **III. OTHER INVOLVED PERSONS**

20 12. Plaintiff currently does not know the true names and capacities  
21 of Defendants sued as Does 1 through 25, inclusive, and therefore sues these  
22 Defendants by fictitious names. Plaintiff will amend her Complaint to allege  
23 the true names and capacities of these Defendants when they are  
24 ascertained. Each of the fictitiously named Doe Defendants are responsible in  
25 some manner for the events and happenings alleged in this Complaint.

26 <sup>1</sup><http://articles.latimes.com/1999/jun/30/business/fi-51515>.

27 <sup>2</sup><https://www.bloomberg.com/research/stocks/private/person.asp?personId=206494&privcapId=52056017>.

28 <sup>3</sup>[https://en.wikipedia.org/wiki/Subprime\\_mortgage\\_crisis](https://en.wikipedia.org/wiki/Subprime_mortgage_crisis).

1        13. Each of the Defendants was or is the conspirator, partner, joint-  
2 venturer, director, officer, managing agent, employer, employee, principal,  
3 agent, representative and/or alter ego of each of the other defendant, and in  
4 connection with the conduct alleged herein, acted within the scope of such  
5 capacities and with the authorization, consent, control, direction, knowledge,  
6 and ratification of the other Defendants. The Defendants are vicariously and  
7 jointly and severally liable for the damages claimed herein.

8        **IV. JURISDICTION AND VENUE**

9        14. Jurisdiction lies with this Court under Art. 6, Section 10 of the  
10 Constitution of the State of California. Venue lies with this Court under §§  
11 395.5 and 395(a) of the Code of Civil Procedure because the transactions  
12 alleged herein were made, conducted, or performed by the parties in this  
13 county, the obligations and liabilities arose in this county, the breaches and  
14 wrongs took place in this county, the injuries complained of occurred in this  
15 county, Defendants conduct substantial business in this county, the corporate  
16 Defendants have principal offices in this county, and the individual  
17 Defendants reside in this county.

18        **V. PERTINENT FACTS**

19        **A. Dangerfield Becomes a Senior Secured Creditor When**  
20        **She Invests in Rockdome, Inc.**

21        15. From 2014 to 2017, Dangerfield made investments in  
22 Rockdome, Inc. valued at \$3.9 million, both in cash and in kind, including  
23 providing offices and event space, as well as housing for Rockdome, Inc.'s  
24 CEO. Each Rockdome venue is projected to earn profits of over \$300,000,000  
25 annually. In 2016, Rockdome, Inc.'s investors were its only main creditors  
26 and Dangerfield was the largest creditor. Rockdome, Inc.'s expenses were  
27 funded by its equity investors and Dangerfield later became the largest  
28 equity investor. The value of Rockdome, Inc. and its intellectual property



1 was based on the potential of the planned Rockdome venues generating  
2 profits of over \$300 million annually. In 2016 and 2017, Fox presented the  
3 company as having a valuation of \$40 million.

4 16. In 2014, Dangerfield invested \$1.25 million in Rockdome, Inc.  
5 In return, Rockdome, Inc. gave Dangerfield a senior promissory note secured  
6 by a lien on all Rockdome, Inc.'s assets, including its valuable patents.  
7 Dangerfield also joined Rockdome, Inc.'s Board of Directors as Chairman.

8 17. By April 2015, Rockdome, Inc. had exhausted the funds from  
9 Dangerfield's loan, so Dangerfield advanced another secured loan to  
10 Rockdome, Inc. of \$200,000 for a three-year term. But Rockdome, Inc. needed  
11 still more money to continue its quest to develop Rockdomes and cover Fox's  
12 salary.

13 18. By January 9, 2016, Dangerfield's note had matured, but  
14 Rockdome, Inc. could not both repay it and continue to fund its ongoing  
15 operations. Because of her belief in Rockdome's business concept, Dangerfield  
16 refrained from taking any enforcement action and continued to support Fox  
17 in his purported efforts to find new investors and capital sources.

18 **B. Dangerfield is Induced to Release Her Position as a**  
19 **Senior Secured Creditor after Defendants McMillan and**  
20 **Willowbrook Promise to Invest in Rockdome, Inc.**

21 19. In 2015, discussions began with Defendants McMillan and  
22 Willowbrook to invest in Rockdome, Inc. In a meeting on January 2016,  
23 between Dangerfield, Fox and McMillan and its immediate aftermath,  
24 McMillan committed to invest \$1.25-\$1.5 million, if Dangerfield agreed to  
25 give up her senior position as a secured creditor and convert her note into  
26 equity in Rockdome, Inc.

27 20. McMillan also suggested that having Willowbrook's resources at  
28 Rockdome, Inc.'s disposal would be advantageous, and that Rockdome, Inc.

1 should secure the investment from Willowbrook. McMillan suggested a  
2 meeting with his partner Keith Hall of Willowbrook — if Hall was on board,  
3 the investment would come from Willowbrook.

4 21. On January 27, 2016, Dangerfield communicated in writing her  
5 willingness give up her senior position as a secured creditor, release the lien,  
6 and convert her note into equity in Rockdome, Inc. if McMillan and  
7 Willowbrook would invest. Dangerfield also verbally promised that she would  
8 not declare Rockdome, Inc. in default on her note considering McMillan and  
9 Willowbrook's expected investment.

10 22. On April 13, 2016, Dangerfield and Fox met with McMillan and  
11 Keith Hall of Willowbrook to pitch Willowbrook's investment in Rockdome,  
12 Inc. Immediately after the meeting, Dangerfield received a forwarded  
13 message from McMillan that read: "The meeting went well. Keith [Hall]  
14 believes in the project [Rockdome]."

15 23. During the months of February, March, and April 2016, to  
16 evidence his commitment to the investment, McMillan participated in several  
17 meetings with Rockdome, Inc.'s strategic partners, including a resort owner  
18 that sought a Rockdome venue for its property in Las Vegas, a lender  
19 interested in funding the project, and architectural and engineering firms  
20 interested in building and designing a Las Vegas Rockdome venue. McMillan  
21 offered to host meetings for Rockdome, Inc. at Willowbrook's offices.  
22 McMillan allowed himself to be referred to as a "financing partner" of  
23 Rockdome, Inc. McMillan also attended a meeting as a "financing partner" of  
24 Rockdome with one of Las Vegas' largest resort and casino owners with the  
25 hope of securing a Rockdome venue on one of its properties. All this further  
26 induced Dangerfield to believe that McMillan and Willowbrook would invest  
27 as promised.

28 24. On or about April 13, 2016, Willowbrook and McMillan again

1 advised Dangerfield that Willowbrook was willing to make the expected  
2 investment of \$1.25-\$1.5 million, but that she had to release her secured  
3 position as lienholder first. Dangerfield was assured that once that was done,  
4 Willowbrook would make the investment. Later, Fox became more insistent  
5 and pressured Dangerfield to convert her secured claim to equity because it  
6 was delaying McMillan's promised investment. Thereafter, Fox, who  
7 Dangerfield trusted to protect her interests, pressured Dangerfield to sign the  
8 conversion documents or risk losing Willowbrook's investment.

9       25. On May 12, 2016, based on the assurances of McMillan,  
10 Willowbrook, and Fox, that Willowbrook and McMillan would immediately  
11 invest \$1.25-\$1.5 million, Dangerfield gave up her senior position as a  
12 secured creditor and converted her loans, which had accrued to \$1.538 million  
13 (including interest), to equity in Rockdome, Inc. in the form of preferred and  
14 common stock in the corporation. McMillan and Willowbrook approved the  
15 terms of Dangerfield's conversion of her investment from debt to equity,  
16 effecting the release of her lien on Rockdome, Inc.'s assets.

17       **C. Defendants Fox, McMillan and Willowbrook Plot to Wipe**  
18               **Out Dangerfield's Investments in Rockdome, Inc. and**  
19               **Take the Company's Assets**

20       26. McMillan, Willowbrook, and Fox knew and concealed from  
21 Dangerfield that Willowbrook and McMillan had no intention of making an  
22 immediate investment in Rockdome, Inc. and deceived Dangerfield into  
23 relinquishing her senior position as a secured creditor to clear her lien on  
24 Rockdome, Inc.'s assets. With Dangerfield having relinquished her priority as  
25 senior secured debtholder, McMillan, Willowbrook, and Fox were free to steal  
26 Rockdome's assets for themselves. To do this, Willowbrook, McMillan, and  
27 Fox conspired to weaken Rockdome, Inc. financially, leaving Rockdome at the  
28 mercy of Willowbrook. McMillan bought Fox's cooperation by promising him

1 equity in and executive positions with the entity that would ultimately  
2 control Rockdome's assets.

3       27. From June to November 2016, in furtherance of their scheme,  
4 Fox, McMillan, and Willowbrook dismantled the strategic partnerships that  
5 Dangerfield had helped build for Rockdome, Inc. They forced Rockdome, Inc.  
6 to exit its investment agreement with a large investor affiliated with a  
7 prominent American family, as McMillan claimed the investor was not  
8 necessary because Willowbrook would capitalize the company. In truth,  
9 Defendants' purpose in disengaging from that investor was to remove it as an  
10 alternative source of funding to increase Rockdome, Inc.'s dependency on  
11 Willowbrook. Fox sought the advice of lawyers from three different law firms  
12 to assist Defendant McMillan in devising a legal strategy to terminate  
13 Rockdome, Inc.'s agreement with the investor. Later, in June 2017, a  
14 technology investor based in London, England, with a highly successful track  
15 record, confirmed that he would raise \$6 million for Rockdome, Inc. This  
16 commitment was initially confirmed with a celebratory conference call, but  
17 later, Fox allowed this opportunity to evaporate. Eventually, Rockdome, Inc.'s  
18 sole remaining potential investor was Willowbrook.

19       28. After releasing her liens in May 2016, Dangerfield repeatedly  
20 demanded that Willowbrook come through with its promised investment in  
21 Rockdome, Inc., but Willowbrook took no further steps to honor the  
22 investment commitment. During this period, Willowbrook, McMillan, and  
23 Fox proffered various excuses to make Dangerfield believe the investment  
24 from Willowbrook would be forthcoming, including that Willowbrook was  
25 looking for the right parcel of land for Rockdome, Inc. on the Las Vegas Strip,  
26 and that Willowbrook was studying Rockdome, Inc.'s corporate documents. In  
27 January 2017, after months of delay, McMillan said he intended to engage a  
28 lawyer to proceed with Willowbrook's investment.

1           29. Throughout 2016 and from January through May 2017, in  
2 reliance on Willowbrook's and McMillan's repeated promises to invest in  
3 Rockdome, Inc., Dangerfield advanced loans to Rockdome, Inc. to pay Fox's  
4 CEO salary, rent on Fox's home, and expenses for international travel by  
5 Rockdome, Inc. personnel. On May 27, 2017, at Fox's specific request,  
6 Dangerfield leased a home for him, paid the security deposit, and personally  
7 guaranteed the lease. Dangerfield loaned over \$300,000 cash to Rockdome,  
8 Inc. during this period (over and above the \$200,000 loan she made in 2015).  
9 When Dangerfield later threatened to withhold funds because Willowbrook's  
10 promised investment had not arrived, Fox begged Dangerfield not to withhold  
11 her support of Rockdome, Inc. because he had a family to support, and  
12 McMillan once again assured Dangerfield that Willowbrook's investment was  
13 imminent. Dangerfield warned Fox that she could no longer support him  
14 financially while awaiting Willowbrook's investment.

15           30. Despite repeated assurances by McMillan and Fox, no  
16 investment proposal came from Willowbrook until May 24, 2017. And when  
17 the proposal finally came, Dangerfield was excluded from calls with  
18 Rockdome, Inc.'s attorney, from internal discussions within Rockdome, Inc.,  
19 and from discussions among Rockdome, Inc.'s board members about  
20 Willowbrook's proposed investment terms.

21           31. After May 24, 2017, Fox had private discussions with McMillan  
22 concerning the proposed investment terms. Dangerfield was excluded from  
23 those discussions and there is no board meeting on the proposal.

24           **D. Defendants Fox, McMillan and Willowbrook Misappropriate**  
25           **Rockdome, Inc.'s Assets and Transfer Them to Rockdome**  
26           **Corp.**

27           32. On July 25, 2017, Willowbrook advised that it would lend only  
28 \$250,000 to Rockdome, Inc., conditioned on Rockdome, Inc. declaring

1 bankruptcy and seeking reorganization under Chapter 11 of the Bankruptcy  
2 Code. Willowbrook's pre-bankruptcy loan would be secured by the very same  
3 assets that Dangerfield had been fraudulently induced by Fox, McMillan, and  
4 Willowbrook to release from her lien when she converted her loan to equity  
5 14 months earlier. More than half of the loan would be used to pay Fox's  
6 bloated CEO salary. The remainder would be used to pay lawyers to prepare  
7 for the bankruptcy, through which Willowbrook would obtain control of  
8 Rockdome's assets. Neither Fox, Willowbrook, or McMillan previously  
9 suggested that Willowbrook's investment would be conditioned on Rockdome,  
10 Inc.'s bankruptcy until a board meeting was imminent.

11       33. Following the months of delay by Willowbrook, Fox had allowed  
12 Rockdome to abandon its other financing options, due in large part to  
13 Willowbrook's overt actions in removing other financing sources from the  
14 scene. At the urging of Fox, and over Dangerfield's objections, the board of  
15 Rockdome, Inc. approved Willowbrook's prepetition bankruptcy loan for  
16 \$250,000 even though Willowbrook was making no commitment to pay any  
17 particular amount for control of Rockdome, Inc. or proposing any specific  
18 terms for reorganization. The board meeting was called by Fox on one hour  
19 and forty-five minutes notice to Dangerfield — she was confused by the  
20 urgent process and deprived of the ability to consult counsel. At the meeting,  
21 Fox and his friends on Rockdome, Inc.'s board approved the Willowbrook  
22 loan, even after Dangerfield offered to loan the company \$250,000 without  
23 requiring it to declare bankruptcy.

24       34. Dangerfield later learned that the board resolution approving  
25 the borrowing provided no protections at all to Rockdome, Inc. and delegated  
26 to Fox the right to negotiate the terms of the reorganization plan with no  
27 further board approval. Willowbrook, McMillan, and Fox conspired to frame  
28 the resolution of Rockdome's board in this manner so that McMillan, through

1 Fox, could dictate the terms of the plan. The bankruptcy plan ultimately  
2 proposed by McMillan and accepted by Fox would have nearly wiped out the  
3 equity investments of the entire Rockdome shareholder base, including those  
4 of Dangerfield. This was shocking because only months earlier Fox had  
5 valued Rockdome, Inc. at \$40 million to potential outside investors, thus  
6 valuing Dangerfield's 35% equity stake in the company at \$14 Million.

7 35. In March 2018, Willowbrook announced that it would foreclose  
8 on its \$250,000 loan, rather than follow through with the reorganization or  
9 provide any investment. Because Willowbrook's pre-bankruptcy petition loan  
10 was secured by the assets of Rockdome, Inc., Willowbrook was able to acquire  
11 all Rockdome, Inc.'s assets without additional investment. In effect,  
12 Willowbrook stole the assets of Rockdome, Inc. for less than 10% of what  
13 Dangerfield had invested.

14 36. The foreclosure was completed on April 4, 2018. After the  
15 foreclosure, Dangerfield learned that Rockdome, Inc.'s board (of which she  
16 was no longer a part) had agreed to change its name back to Dreamlight  
17 Holdings, Inc. to allow Willowbrook to create a new company in Delaware  
18 called Rockdome Corporation. No consideration was paid by Willowbrook for  
19 use of the Rockdome name, thereby enabling Willowbrook to also steal  
20 Rockdome, Inc.'s goodwill. The new company, Rockdome Corporation, is  
21 owned by Willowbrook. Fox apparently will be a director and executive officer  
22 of the new company and receive an equity stake in the enterprise, even  
23 though he invested no money.

24 37. In sum, Willowbrook, McMillan, and Fox conspired to  
25 fraudulently induce Dangerfield to convert her senior secured loan to equity,  
26 to allow them to ultimately steal the assets of Rockdome, Inc. without any  
27 payment to Rockdome, Inc., its creditors, or its equity owners. Defendants  
28 used Willowbrook's promise of a commercially reasonable investment to

06/15/2018

1 induce Dangerfield to convert her loan, when in fact there was no intention of  
2 following through with the investment proposal for the amount and within  
3 the time frame Defendants promised. Defendants conspired and acted to  
4 weaken Rockdome, Inc. financially, to the point where it would accede to  
5 Willowbrook's demands to file a chapter 11 bankruptcy reorganization. Then,  
6 rather than complete the plan of reorganization or the promised investment,  
7 Fox, McMillan, and Willowbrook opted to foreclose on Rockdome, Inc.'s  
8 assets, a remedy that left all Rockdome, Inc.'s creditors and stockholders —  
9 including Dangerfield — with nothing.

10 **VI. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **(Voidable Transfer Under Civil Code §§ 3439.04, 3439.05 & 3439.07**  
13 **Against Defendants Rockdome Corp. Fox, McMillan, Willowbrook**  
14 **And Rockdome, Inc.)**

15 38. In support of her First Cause of Action, Plaintiff repeats and  
16 realleges paragraphs 1-37 as though fully set forth herein.

17 39. Prior to the conversion of her secured loans to equity in May  
18 2016, Plaintiff was a senior secured creditor of Rockdome, Inc. in an amount  
19 exceeding \$1.5 million, which debt was due and payable, in default, and  
20 secured by a lien on Rockdome, Inc.'s assets.

21 40. In May 2016, Rockdome, Inc., by and through Fox, as CEO and  
22 controlling director of Rockdome, Inc., induced Plaintiff to release her liens  
23 and convert her debt to equity interests in Rockdome, Inc., using false and  
24 fraudulent or, at a minimum, negligent, misrepresentations concerning  
25 McMillan's and Willowbrook's imminent investment in Rockdome, Inc. By  
26 reason of this, Plaintiff has a claim against Rockdome, Inc. in an amount to  
27 be determined at trial for the injury caused to her by the release of her lien  
28 and the conversion of the debt owed her to equity. In addition, Plaintiff had



1 loaned and continued to lend additional money to Rockdome throughout  
2 2016, and from January to May 2017. Therefore, as of July 2017, Plaintiff  
3 also was the largest single creditor of Rockdome, Inc.

4 41. As of July 2017, Rockdome, Inc. was insolvent, reasonably  
5 should have believed it had and would continue to incur debts beyond its  
6 ability to pay as they became due and was engaged in a business for which its  
7 remaining assets were unreasonably small.

8 42. In July 2017, Fox convened an "emergency" meeting of the  
9 Board of Directors of Rockdome, Inc. for the purpose of approving a loan of up  
10 to \$250,000, to be secured by the assets of Rockdome, Inc., from Willowbrook  
11 to prepare and file a Chapter 11 bankruptcy reorganization for Rockdome,  
12 Inc. for the purpose of transferring control of the assets of Rockdome, Inc. to  
13 Willowbrook free and clear of creditor claims, including those of Plaintiff, on  
14 unspecified terms and for unspecified consideration. Plaintiff objected to this  
15 proposal but was outvoted by Fox and his friends, who controlled the board.

16 43. Rockdome, Inc. was not being pressured by any creditors for  
17 payment and received no value or consideration for this loan, since the  
18 planned bankruptcy would provide no value to Rockdome, Inc. or its  
19 creditors. In fact, other than salary and benefits to Fox, the loan was used  
20 principally, if not entirely, to fund the due diligence and planning for  
21 McMillan and Willowbrook to obtain Rockdome, Inc.'s assets for no  
22 consideration.

23 44. The loan was incurred, and the lien securing it was granted,  
24 with actual intent to hinder, delay or defraud Plaintiff from collecting the full  
25 amount owed to her and, in fact, was used precisely for this purpose.

26 45. Willowbrook never committed to pay any amount for control of  
27 Rockdome's assets, and Rockdome, Inc. never commenced Chapter 11  
28 proceedings. Instead, in early 2018, McMillan, having promised Fox an

1 executive position and a substantial equity interest in his new "Rockdome"  
2 company, declared a default and foreclosed on Rockdome, Inc.'s assets in  
3 satisfaction of the secured loan. Fox, his cooperation having been purchased  
4 by McMillan and Willowbrook, colluded with them in the foreclosure and took  
5 no steps to seek to prevent it. After the foreclosure, Fox caused Rockdome,  
6 Inc. to change its name to allow the McMillan/Willowbrook affiliate, now  
7 known as Rockdome Corp., to appropriate that name for no consideration,  
8 thereby acquiring all the goodwill associated with the Rockdome name from  
9 the years of efforts of Plaintiff and others to market the Rockdome concept to  
10 the entertainment world. Fox, an insider of Rockdome, Inc., caused  
11 Rockdome, Inc. to engage in all these transactions for his own personal  
12 benefit to the detriment of Plaintiff, Rockdome's largest creditor.

13 46. The incurrence of the debt to Willowbrook, the transfer of the  
14 lien to Willowbrook, the foreclosure of Rockdome, Inc.'s assets and their  
15 transfer to Rockdome Corp., and the transfer of the name and goodwill of  
16 Rockdome, Inc. to Rockdome Corp. were not for reasonably equivalent value.

17 47. Pursuant to California Civil Code. § 3439 et seq., the aforesaid  
18 transactions are voidable, and Plaintiff is entitled to a money judgment,  
19 constructive trust, attachment or other appropriate relief against Rockdome  
20 Corp.

## 21 SECOND CAUSE OF ACTION

### 22 (Fraud Against Defendants Fox, McMillan, Willowbrook and 23 Rockdome, Inc.)

24 48. In support of her Second Cause of Action, Plaintiff repeats and  
25 realleges paragraphs 1-47 as though fully set forth herein.

26 49. Defendants Fox and McMillan, on behalf of themselves as  
27 individuals, and as agents and/or principals of Rockdome, Inc. and  
28 Willowbrook, falsely promised to Plaintiff, both orally and in writing, that if

1 Plaintiff relinquished her senior position as a secured creditor to convert her  
2 note into equity in Rockdome, Inc., Willowbrook would make an immediate  
3 investment of \$1.25-\$1.5 million into the company.

4       50. Both McMillan and Fox knew and concealed from Plaintiff that  
5 Willowbrook had no intention of making the immediate investment of \$1.25-  
6 \$1.5 million at the time they made these representations to Plaintiff. Instead,  
7 they were conspiring to weaken Rockdome, Inc. financially to improve  
8 Willowbrook's investment terms and to provide Fox an equity stake in  
9 Rockdome, which ultimately was accomplished through the foreclosure and  
10 transfer of assets to Rockdome Corp.

11       51. Additionally, throughout 2016 and 2017, both McMillan and  
12 Willowbrook made multiple additional reassurances to Plaintiff, directly and  
13 through Fox, to perform on their initial promises to invest in Rockdome, Inc.  
14 They further fraudulently convinced Plaintiff to transfer additional  
15 significant sums of money, over \$300,000, to Rockdome, Inc., during the time  
16 frame in question, claiming that the additional sums were necessary to allow  
17 the promised \$1.25-\$1.5 million investment from McMillan and Willowbrook  
18 to come through.

19       52. At the time Defendants made their misrepresentations to  
20 Plaintiff, they never intended to honor their promises. Defendants'  
21 representations regarding the planned investment by Willowbrook were  
22 false, and Defendants knew that the representations were false when they  
23 made them or made the representations recklessly and with reckless  
24 disregard for their truth.

25       53. Defendants intended that Plaintiff rely on these false  
26 representations regarding the investment.

27       54. Plaintiff had no reason to doubt, and in fact believed and relied  
28 upon, the truthfulness of Defendants' representations. Because Plaintiff

1 believed that Defendants would make an immediate \$1.25-\$1.5 million  
2 investment into Rockdome, Inc., she relinquished her senior recourse position  
3 as a secured creditor of the company for stock and transferred over \$300,000  
4 to Defendants Fox and Rockdome, Inc. to facilitate the promised investment.

5 55. As a direct and proximate result of Defendants' actions, Plaintiff  
6 has been injured in an amount to be proven at trial.

7 56. In performing the acts alleged herein, Defendants acted with  
8 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff,  
9 and Plaintiff is therefore entitled to punitive damages according to proof at  
10 the time of trial.

### 11 THIRD CAUSE OF ACTION

#### 12 (For Breach of Fiduciary Duty Against Fox)

13 57. In support of her Third Cause of Action, Plaintiff repeats and  
14 realleges paragraphs 1-56 as though fully set forth herein.

15 58. Defendant Fox, as a board member of Rockdome, Inc., owed  
16 fiduciary duties to Plaintiff, an investor, shareholder, and fellow board  
17 member of Rockdome, Inc.

18 59. Defendant Fox intentionally and knowingly acted against the  
19 interests of Plaintiff when he took the actions and/or failed to act as described  
20 in the foregoing paragraphs of this complaint. Fox as a board member owed  
21 Plaintiff a fiduciary duty. Fox (conspiring with Willowbrook and McMillan),  
22 induced Plaintiff to convert her note to equity, and acted to weaken  
23 Rockdome, Inc. financially, to the point where it would accede to  
24 Willowbrook's demands to file a Chapter 11 bankruptcy reorganization. Fox,  
25 McMillan, and Willowbrook then opted to foreclose on Rockdome, Inc.'s assets  
26 — paying less than one-tenth of what Plaintiff had invested in the company  
27 for those assets — a remedy that left all of Rockdome's creditors and  
28 stockholders, including Plaintiff, with nothing.

1           60. As an actual and proximate result of Fox's multiple breaches of  
2 fiduciary duty, Plaintiff has been injured in a sum to be proven at trial.

3           61. In performing the acts alleged herein, defendants acted with  
4 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff,  
5 and Plaintiff is therefore entitled to punitive damages according to proof at  
6 the time of trial.

7                                   **FOURTH CAUSE OF ACTION**

8           **(For Aiding and Abetting Breach of Fiduciary Duty Against**  
9           **Willowbrook, McMillan, Rockdome Corp. and Rockdome, Inc.)**

10          62. In support of her Fourth Cause of Action, Plaintiff repeats and  
11 realleges paragraphs 1-61 as though fully set forth herein.

12          63. Defendants McMillan, Willowbrook, Rockdome, Inc., and  
13 Rockdome Corp. conspired with Defendant Fox to aid and abet the breaches  
14 of fiduciary duty alleged in the Third Cause of Action.

15          64. Defendants Willowbrook, McMillan, Rockdome, Inc., and  
16 Rockdome Corp. gave substantial assistance and/or encouragement to Fox in  
17 inducing and carrying out the breaches of fiduciary duty by Fox.

18          65. As an actual and proximate result of the aiding and abetting of  
19 multiple breaches of fiduciary duty by Fox, Plaintiff has been injured in an  
20 amount to be proven at trial.

21          66. In performing the acts alleged herein, defendants Willowbrook,  
22 McMillan, Rockdome, Inc and Rockdome Corp acted with oppression, fraud,  
23 malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is  
24 therefore entitled to punitive damages according to proof at the time of trial.

25                                   **FIFTH CAUSE OF ACTION**

26           **(Breach of Oral Contract Against Defendants Fox, McMillan, and**  
27           **Willowbrook)**

28          67. In support of her Fifth Cause of Action, Plaintiff repeats and

1 realleges paragraphs 1-66 as though fully set forth herein.

2       68. Defendants McMillan and Willowbrook entered into an express  
3 oral contract with Plaintiff, under the terms of which Defendants would  
4 invest \$1.25-\$1.5 million in Rockdome, Inc., provided Plaintiff agreed to give  
5 up her senior position as a secured creditor and convert her note into equity  
6 in Rockdome, Inc.

7       69. Specifically, Plaintiff and Defendants McMillan and  
8 Willowbrook entered into an oral agreement whereby McMillan and  
9 Willowbrook offered to invest \$1.25-\$1.5 million in Rockdome, Inc., if  
10 Plaintiff agreed to give up her senior position as a secured creditor and  
11 convert her note into equity in Rockdome, Inc. Plaintiff accepted and agreed  
12 give up her senior position as a secured creditor and convert her note into  
13 equity in Rockdome, Inc. and communicated this in writing to McMillan and  
14 Willowbrook. Plaintiff gave consideration and in fact give up her senior  
15 position as a secured creditor and converted her note into equity in  
16 Rockdome, Inc. in reliance on McMillan's and Willowbrook's offer. This oral  
17 contract was confirmed by McMillan on behalf of himself and Willowbrook  
18 repeatedly in 2016, both directly and through Fox as their agent.

19       70. Plaintiff has performed all conditions, covenants, and promises  
20 required on her part to be performed in accordance with the terms and  
21 conditions of the contract with McMillan and Willowbrook.

22       71. Defendants McMillan and Willowbrook breached the oral  
23 agreement by failing and refusing to invest \$1.25-\$1.5 million in Rockdome,  
24 Inc. in 2016 as promised.

25       72. Because of McMillan and Willowbrook's breach, Plaintiff has  
26 been damaged. But for the actions of Defendants, Plaintiff would have  
27 retained her status as a senior secured creditor, and Plaintiff would have  
28 remained able to foreclose on her senior position. Instead, McMillan and

1 Willowbrook foreclosed on of all Rockdome, Inc.'s assets, including its  
2 valuable patents, paying less than one-tenth what Plaintiff had invested in  
3 the company. This left Rockdome, Inc.'s creditors and stockholders —  
4 including Plaintiff — with nothing. In 2017, Rockdome, Inc. Inc. valued  
5 Plaintiff's equity share at \$14 million. Plaintiff has been injured in an  
6 amount to be proven at trial.

7 **SIXTH CAUSE OF ACTION**

8 **(Claim Under Civil Code §§ 2223 & 2224 For Imposition of a**  
9 **Constructive Trust Against Willowbrook, Rockdome Corp., Fox and**  
10 **McMillan)**

11 73. In support of her Sixth Cause of Action, Plaintiff repeats and  
12 realleges paragraphs 1-72 as though fully set forth herein.

13 74. As alleged above, Plaintiff owned a senior promissory note  
14 secured by the assets of Rockdome, Inc.

15 75. Defendants, by the conduct alleged above, committed, among  
16 other things, fraud, breaches of fiduciary duty, breaches of oral agreements,  
17 violations of California's blue sky laws, and violations of trust.

18 76. Because of Defendants' unlawful and wrongful conduct, Plaintiff  
19 lost her lien on the assets of Rockdome, Inc. and was left with worthless  
20 shares instead.

21 77. Because of Defendants' unlawful and wrongful conduct,  
22 Defendants Rockdome Corp., Willowbrook, and McMillan took possession of  
23 the assets of Rockdome, Inc., and Fox took possession of funds advanced by  
24 Plaintiff to Rockdome, Inc.

25 78. Were it not for Defendants' unlawful and wrongful conduct,  
26 Plaintiff could have foreclosed on the assets of Rockdome and been in sole  
27 possession of them.

28 79. Because Plaintiff has alleged facts that establish the underlying

1 causes of action detailed above and has identified the assets of Rockdome as  
2 property to which she has a right, and by virtue of Defendants' unlawful and  
3 wrongful conduct, Defendants Rockdome Corp., McMillan, Willowbrook and  
4 Fox hold the assets of Rockdome as a constructive trustee for Plaintiff's  
5 benefit.

6 **SIXTH CAUSE OF ACTION**

7 **(Claim Under Corporations Code §§ 25401, 25501 Untrue and**  
8 **Misleading Statements in the Sale of Securities Against Fox,**  
9 **McMillan and Willowbrook)**

10 80. In support of her Sixth Cause of Action, Plaintiff repeats and  
11 realleges paragraphs 1-79 as though fully set forth herein.

12 81. In doing the acts alleged, the Defendants named above violated  
13 Sections 25401 and 25501 of the Corporations Code in the sale to Plaintiff of  
14 the common and preferred stock of Rockdome, Inc. referred to above.

15 82. This action is brought within two years after discovery of the  
16 untrue and misleading statements that Defendants made to Plaintiff in  
17 connection with the sale of the common and preferred stock of Rockdome, Inc.  
18 to Plaintiff, and within five years of Plaintiff's purchase of those securities.  
19 Plaintiff did not know, and could not have known, that the Defendants'  
20 statements to Plaintiff in connection with her purchase of the securities were  
21 untrue and misleading.<sup>4</sup>

22 83. Under Corporations Code §§ 25401 and 25501, Plaintiff is  
23 entitled to recover the consideration that she paid for each security, plus  
24 interest at the legal rate from the date of purchase to the date on which she  
25 recovers the purchase price, minus the amount of income she has received on  
26 the securities. Plaintiff states that she has received no income on the

27 \_\_\_\_\_  
28 <sup>4</sup> The Parties also executed a tolling agreement extending any limitations period to June 15,  
2018.



1 securities. Pursuant to § 25501, Plaintiff will tender the securities before  
2 entry of judgment.

3 **EIGHTH CAUSE OF ACTION**

4 **(Negligent Misrepresentation against McMillan, Fox, and**  
5 **Willowbrook)**

6 84. In support of her Eighth Cause of Action, Plaintiff repeats and  
7 realleges paragraphs 1-83 as though fully set forth herein.

8 85. Defendants Fox and McMillan, on behalf of themselves as  
9 individuals, and as agents and/or principals of Willowbrook and Rockdome,  
10 Inc., negligently promised to Plaintiff, both orally and in writing, that if  
11 Plaintiff relinquished her senior position as a secured creditor and converted  
12 her note into equity in Rockdome, Inc., McMillan and Willowbrook would  
13 make an immediate investment of \$1.25-\$1.5 million into the company.

14 86. Both McMillan and Fox were reckless and failed to advise  
15 Plaintiff that McMillan and Willowbrook had no intention of making the  
16 immediate investment of \$1.25-\$1.5 million at the time they made these  
17 representations to Plaintiff.

18 87. Additionally, throughout 2016 and 2017, both Fox and McMillan  
19 gave multiple reassurances to Plaintiff that McMillan and Willowbrook  
20 would perform on their initial promises to invest in Rockdome, Inc. They  
21 further convinced Plaintiff to transfer additional significant sums of money —  
22 over \$300,000 — to Rockdome, Inc. during this time frame, claiming that the  
23 additional sums were necessary to allow the promised investment from  
24 McMillan and Willowbrook to come through.

25 88. When Fox, McMillan and Willowbrook made these  
26 representations, Defendants had no reasonable grounds for believing them to  
27 be true. Defendants' representations regarding the planned investment by  
28 McMillan and Willowbrook were reckless, and Defendants knew or

1 reasonably should have known that the representations were inaccurate  
2 when they made them or made the representations negligently.

3 89. Defendants made these representations with the intention of  
4 inducing Plaintiff to act in reliance on them in the manner alleged, or with  
5 the expectation that Plaintiff would so act.

6 90. Plaintiff had no reason to doubt, and in fact believed and relied  
7 upon, the truthfulness of Defendants' representations. Because Plaintiff  
8 believed that Defendants Willowbrook and McMillan would make an  
9 immediate \$1.25-\$1.5 million investment into Rockdome, Inc., she  
10 relinquished her senior recourse position as a secured creditor of the company  
11 for stock and transferred over \$300,000 to Defendants Fox and Rockdome,  
12 Inc. to facilitate the promised investment.

13 91. As a direct and proximate result of Defendants' actions, Plaintiff  
14 has been injured in a sum to be proven at trial.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff Joan Dangerfield prays for Judgment against  
17 Defendants Steve Fox, Peter McMillan, III, Willowbrook Capital Group, LLC,  
18 Dreamlight Holdings, Inc., fka Rockdome, Inc., and Rockdome Corporation,  
19 as follows:

20 1. For compensatory damages, jointly and severally in an amount  
21 according to proof at trial;

22 2. An award of punitive damages in an amount according to proof  
23 at trial;

24 3. An award of pre- and post-judgment interest;

25 4. Reasonable attorneys' fees as allowed by law;

26 5. Imposition of a constructive Trust on the assets of Dreamlight  
27 Holdings, Inc., fka Rockdome, Inc., and/or Joan Dangerfield that were  
28

1 transferred to Rockdome Corp, Steve Fox, Peter McMillan, and  
2 Willowbrook Capital Group, LLC.

3 6. For an order voiding any and all transfers between Dreamlight  
4 Holdings, Inc. (formerly known as Rockdome, Inc.), Willowbrook  
5 Capital Group, LLC, and/or Rockdome Corporation, and subjecting all  
6 property received in exchange for the transferred property, and all  
7 property transferred by and between Defendants, to the claims of  
8 Plaintiff;

9 7. For an attachment or other provisional remedy against the assets  
10 transferred or their proceeds;


11 8. Costs as allowed by law; and

12 9. Such other relief as the Court deems just and appropriate under  
13 the circumstances.

14 Dated: June 15, 2018

Respectfully submitted,

15  
16 **Pierce Bainbridge Beck Price &  
Hecht LLP**

17  
18 By:   
19 Amman A. Khan  
20 Attorneys for Plaintiff

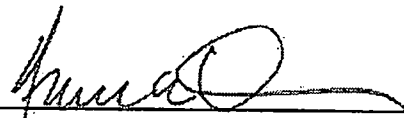
**DEMAND FOR A JURY TRIAL**

Plaintiff Joan Dangerfield requests a trial by jury on all issues to which they are entitled to a jury.

Dated: June 15, 2018

Respectfully submitted,

**Pierce Bainbridge Beck Price and  
Hecht LLP**

By:   
Amman A. Khan  
Attorneys for Plaintiff

06/15/2018

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, telephone number, and address): John M. Pierce (SBN 250443); Amman A. Khan (SBN 196217) Pierce Bainbridge Beck Price & Hecht LLP 600 Wilshire Boulevard, Suite 500 Los Angeles, CA 90017-3212 TELEPHONE NO.: (213) 262-9333 FAX NO.: ATTORNEY FOR (Name): Plaintiff Joan Dangerfield		FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of Los Angeles JUN 15 2018 Sherri R. Carter, Executive Officer, Clerk of Court By <u>Judi Larr</u> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central Judicial District		
CASE NAME: Joan Dangerfield v. Steve Fox, 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)	CASE NUMBER: <b>BC709613</b>
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		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><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/DPD/W (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/DPD/W (23)<br><b>Non-PI/DPD/W (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/DPD/W tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input checked="" type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
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 14, 2018

Amman A. Khan

(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

## 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 PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)

## Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/  
Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint RICO (27)

Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

**ORIGINAL**

SHORT TITLE:

Joan Dangerfield v. Steve Fox, et al.

CASE NUMBER

**BC 7 0 9 6 1 3**

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

**BY FAX****Auto  
Tort****Other Personal Injury/Property  
Damage/Wrongful Death Tort**

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons See Step 3 Above
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
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	1, 4, 11
	Medical Malpractice (45)	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	1, 4, 11
	<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:

Joan Dangerfield v. Steve Fox, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3	
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3	
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3	
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3	
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3	
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3	
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10	
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5	
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
	Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9	
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
		Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	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	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	

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

 Local Rule 2.3  
 Page 2 of 4



SHORT TITLE:

Joan Dangerfield v. Steve Fox, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9		
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8		
	Miscellaneous Civil Complaints	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	
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

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

Local Rule 2.3

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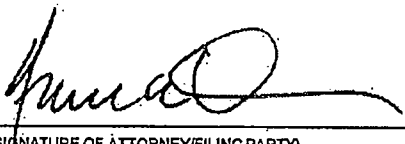
SHORT TITLE: Joan Dangerfield v. Steve Fox, et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the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

REASON: <input 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. <input type="checkbox"/> 11.			ADDRESS: 8383 Wilshire Blvd., Suite 400, Beverly Hills, CA 90211
CITY: Los Angeles	STATE: CA	ZIP CODE: 90211	

**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 14, 2018

  
 (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.

06/15/2018

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

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