

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 9 2012

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BY Mary Flores Deputy

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

MICHAEL ANTHONY MOORE, an
individual,

Plaintiff,

v.

ROBERT KIRKMAN, an individual;
ROBERT KIRKMAN, LLC, a Kentucky
limited liability company; DOES 1 through
10, inclusive,

Defendants.

Case No.

BC478789

COMPLAINT FOR:

1. PROMISSORY FRAUD;
2. BREACH OF WRITTEN CONTRACT;
3. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
4. COMMON COUNTS - MONEY HAD AND RECEIVED; AND
5. ACCOUNTING

DEMAND FOR JURY TRIAL

CIT/CASE: BC478789 LEA/DEF:
RECEIPT #: CCH478057035
DATE PAID: 02/09/12 03:10:24 PM
PAYMENT: \$395.00 0310
RECEIVED:

CHECK: 395.00
CASH:
CHANGE:
CARD:

1 Plaintiff Michael Anthony Moore ("Plaintiff") alleges as follows:

2 **INTRODUCTION**

3 1. Plaintiff is an artist who co-created the following works with comic book writer
4 Defendant Robert Kirkman ("Kirkman"): the comic book series entitled *The Walking Dead*; the
5 comic book series entitled *Brit*; the comic book series entitled *Battle Pope*; a potential comic book
6 series entitled *Dead Planet*; and a potential comic book series entitled *My Name is Abraham*
7 (collectively, the "Works"). Each of these Works was prepared by Plaintiff and Kirkman with the
8 intention that their contributions be merged into inseparable or independent parts of a unitary whole.
9 Plaintiff and Kirkman were thus joint authors and co-owners of the copyrights in these Works.

10 2. In 2005, Kirkman and his agents devised a scheme to fraudulently induce Plaintiff to
11 assign his copyright interests in the Works to Kirkman's alter-ego limited liability company,
12 Defendant Robert Kirkman, LLC ("Kirkman LLC"). Based on a series of false promises, Kirkman
13 and his agents convinced Plaintiff to enter into a written "Assignment and Release Agreement" (the
14 "Agreement") with Kirkman and Kirkman LLC, under which Plaintiff assigned his copyrights in the
15 Works to Kirkman LLC. A true and correct copy of the Agreement is attached hereto as Exhibit A.

16 3. Kirkman and Kirkman LLC not only procured the Agreement by deceit as set forth
17 below, but have also failed to perform the payment, reporting, accounting and other material
18 contractual obligations they assumed in the Agreement. Each time Plaintiff has complained about
19 the nonperformance, Kirkman and his agents have blithely issued further false and hollow
20 assurances of future performance, only never to deliver.

21 4. This Complaint seeks redress for Kirkman and Kirkman LLC's promissory fraud,
22 including rescission of the Agreement. In the alternative, this Complaint seeks monetary damages
23 for the percentages of "net proceeds" Plaintiff is rightfully owed by Kirkman and Kirkman LLC and
24 seeks to compel Kirkman and Kirkman LLC to perform their reporting and accounting obligations,
25 which they have to date absolutely failed to perform.

26 **PARTIES**

27 5. Plaintiff is an individual residing in the State of Indiana, County of Dearborn.

28 6. Kirkman is an individual who on information and belief resides in the State of

1 California, County of Los Angeles.

2 7. Kirkman LLC is a Kentucky limited liability company with its principal place of
3 business located in the State of California, County of Los Angeles. On information and belief,
4 Kirkman is Kirkman LLC's sole member and manager.

5 8. The true names and capacities of Defendants sued herein as Does 1 through 10,
6 inclusive ("Does," collectively with Kirkman and Kirkman LLC, "Defendants"), are presently
7 unknown to Plaintiff, and therefore are sued under fictitious names. Plaintiff will seek leave to
8 amend this Complaint to allege the true names and capacities of Does when they are ascertained.

9 9. On information and belief, Defendants are, and at all times mentioned herein, were,
10 the agents, servants and/or employees of each of the other Defendants, and each of them was acting
11 within the scope of its, his or her authority as the agent, servant and/or employee of each other. On
12 information and belief, Defendants performed the acts and conduct herein alleged directly, aided
13 and abetted the performance thereof or knowingly acquiesced in, ratified and accepted the benefits
14 of such acts and conduct, and therefore each of the Does is liable to the extent of the liability of the
15 Defendants as alleged herein; consequently, all Defendants are jointly and severally liable to
16 Plaintiff for the damages sustained as a proximate result of their conduct.

17 10. On information and belief, at all times herein material, each Defendant was
18 completely dominated and controlled by its co-Defendants and each was the alter ego of the other.
19 Whenever and wherever reference is made in this Complaint to any conduct by Defendant or
20 Defendants, such allegations and references shall also be deemed to mean the conduct of each of the
21 Defendants, acting individually, jointly and severally. Whenever and wherever reference is made to
22 individuals who are not named as Defendants in this Complaint, but were employees and/or agents
23 of Defendants, such individuals at all relevant times acted on behalf of Defendants named in this
24 Complaint within the scope of their respective employment.

25 **JURISDICTION AND VENUE**

26 11. This Court has jurisdiction over this matter because Defendants' acts and omissions
27 that are the subject of this action occurred substantially in California.

28 12. Venue is proper in Los Angeles County because the acts and omissions that are the

1 subject of this action occurred substantially in this County.

2 **GENERAL ALLEGATIONS**

3 13. On or about September 29, 2005, Plaintiff, on the one hand, and Kirkman and
4 Kirkman LLC, on the other hand, entered into the Agreement.

5 14. As part of the Agreement, Plaintiff assigned his copyright interests in the Works and
6 was granted, among other things, 60% of "Comic Publishing Net Proceeds" in connection with *The*
7 *Walking Dead* and *Brit*; 20% of all "Motion Picture Net Proceeds" in connection with *The Walking*
8 *Dead* and *Brit*; and 50% of all "Motion Picture Net Proceeds" in connection with *Battle Pope*.
9 Hereinafter, the above described royalty rights and obligations, set forth in full in paragraph 5 of the
10 Agreement, are referred to as the "Royalty Obligations."

11 15. In order to allow Plaintiff to confirm Kirkman and Kirkman LLC's compliance with
12 the Royalty Obligations, the Agreement requires that Kirkman and Kirkman LLC provide Plaintiff
13 with "a statement of costs, expenses and indebtedness paid in connection with the [Works] prior to
14 the date of [the Agreement] along with appropriate supporting documentation of such costs,
15 expenses and indebtedness." The Agreement further requires that, "in any year in which there is
16 Comic Publishing Net Proceeds or Motion Picture Net Proceeds, as applicable," in connection with
17 any of the Works, Kirkman LLC "shall submit a written statement to [Plaintiff], showing the
18 revenue and costs (along with appropriate supporting documentation of such costs)" in connection
19 with the applicable Work. The Agreement further grants Plaintiff the right "to inspect the books and
20 records of [Kirkman LLC] for purposes of verifying the Comic Publishing Net Proceeds and/or
21 Motion Picture Net Proceeds" derived from the Works. Hereinafter, the above described reporting
22 and inspection rights and obligations, set forth in full in paragraph 6 of the Agreement, are referred
23 to as the "Reporting Obligations."

24 16. Over the course of several years, Plaintiff has requested that Kirkman and Kirkman
25 LLC honor these Reporting Obligations. Kirkman and Kirkman LLC have repeatedly and
26 consistently promised that their compliance is forthcoming, but to date they have completely failed
27 to perform their Reporting Obligations. Indeed, they have not issued a single statement or allowed
28 access to their books and records in accordance with the Reporting Obligations of the Agreement.

17. The Agreement defines "3rd Party Services Income" as compensation received by or credited to [Kirkman LLC] or [Kirkman] or any other entity owned or controlled by [Kirkman] in connection with [Kirkman's] services for third parties as a writer, producer, director, and/or consultant, and/or in connection with personal appearances or otherwise in any media." The Agreement permits Kirkman and Kirkman LLC to determine whether to render any services for any third party and to determine the allocation between compensation for "rights" (which is subject to the Royalty Obligations) and 3rd Party Services Income (which is not subject to the Royalty Obligations), but it expressly requires them to make these determinations in "good faith."

FIRST CAUSE OF ACTION

(Promissory Fraud Against all Defendants)

18. Plaintiff incorporates herein by reference, as though fully set forth in full, the allegations in paragraphs 1 through 17, inclusive.

19. In September 2005, prior to entering into the Agreement, Kirkman was attempting to license television and theatrical rights to the *Walking Dead*. Kirkman told Plaintiff that there was "a large deal on the table" for a *Walking Dead* television series but that Kirkman would not be able to complete that deal unless Plaintiff assigned all of his interest in the *Walking Dead* and the other Works to Kirkman.

20. Kirkman, Kirkman LLC and their agents prepared the Agreement, and told Plaintiff that if he did not immediately sign the Agreement, the aforementioned deal would fall apart. Kirkman promised that Plaintiff would receive more money by entering into the Agreement, because Kirkman would be able to sell the television and theatrical rights to the Works.

21. Initially, Plaintiff was reluctant to enter into the Agreement. After all, Plaintiff had put a great deal of effort and consideration in bringing the characters in the Works to life, and creating the artwork that would serve as the Works' visual worlds.

22. Kirkman told Plaintiff that not entering the Agreement would kill the "large television deal on the table" and that no one would receive money from television rights if Plaintiff did not assign away his copyright ownership in the Works. Kirkman promised to pay Plaintiff royalties and provide accurate and regular accountings.

1 23. On information and belief, Kirkman never intended to pay Plaintiff the proper
2 royalties and never intended to provide accurate and regular accountings, and while there was a
3 large television deal on the table (Plaintiff has since learned with NBC), that deal was in no way
4 dependent upon Plaintiff relinquishing his copyright interests in *The Walking Dead*. On information
5 and belief, Defendants misrepresented this fact to Plaintiff for the sole purposes of swindling
6 Plaintiff's copyrights as a co-creator.

7 24. On information and belief, Kirkman and Kirkman LLC knew that such
8 representations were false and fraudulent and/or made such representations with recklessly and
9 without regard for the truth at the time that they were made, and made such misrepresentations for
10 the purpose of inducing Plaintiff to rely thereon to his detriment and enter into the Agreement and
11 assign his ownership interests in the Works.

12 25. Plaintiff, at the time that such representations were made, did not know, and had no
13 reason to know that the representations were false, instead believing them to be true. In reasonable
14 reliance of the statements, Plaintiff entered into and executed the Agreement. Had Plaintiff known
15 that Kirkman's representations were false, he would have never executed the Agreement and
16 assigned his copyrights in the Works to Kirkman LLC.

17 26. Plaintiff's reliance on the aforementioned misrepresentations was reasonable and
18 justified. Plaintiff did not possess any information that would lead him to believe that Kirkman's
19 representations were false.

20 27. The aforementioned misrepresentations were a substantial factor in causing harm to
21 Plaintiff, who has not received the proper amount of royalties owed to him and has never received
22 an accounting. As a proximate result of the misrepresentations, Plaintiff has suffered damages in an
23 amount to be proven at trial.

24 28. Defendants are liable for any loss or damages, subject to proof, suffered by Plaintiff
25 as a direct and proximate result of Defendants' acts and omissions alleged herein. Plaintiff cannot
26 ascertain at this time the full nature, extent or amount of damages suffered as a result of the
27 Defendants' conduct, but it is above the jurisdictional minimum of this Court. Furthermore,
28 Defendants' conduct as described herein was done with a conscious disregard of the rights of

1 rights and benefits, and that each contracting party will do everything that the contract presupposes
2 it will do to accomplish the contract's purpose.

3 36. Kirkman and Kirkman LLC have breached the covenant of good faith and fair
4 dealing implied in the Agreement by engaging in bad faith conduct intended to frustrate Plaintiff's
5 rights to receive the benefits of the Agreement. Kirkman and Kirkman LLC have engaged in bad
6 faith conduct such as, *inter alia*, obstructing Plaintiff's ability to review and inspect Kirkman and
7 Kirkman LLC's books and records, refusing to provide Plaintiff information necessary for Plaintiff
8 to calculate his participation in the Works' "Net Proceeds" and, on information and belief, allocating
9 compensation as 3rd Party Services Income for the sole and wrongful purpose of avoiding the
10 Royalty Obligations.

11 37. As a direct and proximate result of the breaches by Kirkman and Kirkman LLC of
12 the implied contractual obligations in the Agreement, Plaintiff has suffered monetary damages in an
13 amount to be proven at trial, which amount exceeds the jurisdictional minimum of this Court.

14 **FOURTH CAUSE OF ACTION**

15 **(Common Counts—Money Had and Received Against Kirkman and Kirkman LLC)**

16 38. Plaintiff incorporates herein by reference, as though fully set forth in full, the
17 allegations in paragraphs 1 through 37, inclusive.

18 39. On information and belief, Kirkman and Kirkman LLC are indebted to Plaintiff in a
19 certain sum for money had and received by Kirkman and Kirkman LLC for the use of Plaintiff. On
20 information and belief, Kirkman and Kirkman LLC have failed and continue to fail to pay Plaintiff
21 the sum he is owed.

22 40. As a direct and proximate result of Kirkman and Kirkman LLC to pay Plaintiff the
23 sums owed, Plaintiff has suffered monetary damages in an amount to be proven at trial, which
24 amount exceeds the jurisdictional minimum of this Court.

25 **FIFTH CAUSE OF ACTION**

26 **(Accounting Against Kirkman and Kirkman LLC)**

27 41. Plaintiff incorporates herein by reference, as though fully set forth in full, the
28 allegations in paragraphs 1 through 40, inclusive.

42. By virtue of Plaintiff's status as a joint author and co-copyright owner of the Works, or, in the alternative, by virtue of the Agreement, and his entitlement to receive contingent compensation, Plaintiff is entitled to an accounting from Kirkman and Kirkman LLC. Kirkman and Kirkman LLC are in the best position to know the true and correct amount of net profits or "Net Proceeds" that the Works have earned under the applicable definition of contingent compensation because the books and records necessary to make such a determination are in the possession, custody or control of Kirkman and Kirkman LLC.

43. Kirkman and Kirkman LLC have failed and refused to render any accounting to Plaintiff.

44. Kirkman and Kirkman LLC have raised a number of pretexts in an effort to hinder, obstruct, evade and delay Plaintiff's efforts to audit their books and records and discover causes of action that he might have against Kirkman and Kirkman LLC. Thus, the true and correct balance due Plaintiff can only be ascertained by an accounting performed under the supervision of the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

AS TO THE FIRST CAUSE OF ACTION

(Promissory Fraud)

1. For general, incidental and consequential damages according to proof at trial, or, in the alternative, rescission of the Agreement and disgorgement of royalties owed to Plaintiff as a co-copyright owner;
2. For punitive damages.

AS TO THE SECOND CAUSE OF ACTION

(Breach of Contract)

3. For general, incidental and consequential damages according to proof at trial.

AS TO THE THIRD CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith and Fair Dealing)

4. For general, incidental and consequential damages according to proof at trial.

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AS TO THE FOURTH CAUSE OF ACTION

(Money Had and Received)

5. For general, incidental and consequential damages according to proof at trial.

AS TO THE FIFTH CAUSE OF ACTION

(Accounting)

7. For a preliminary and permanent injunction requiring Kirkman and Kirkman LLC to provide complete and timely cooperation with an audit by Plaintiff or his agents.

AS TO ALL CAUSES OF ACTION

8. For pre-judgment interest at the legal rate for all amounts owed;
9. For costs of suit incurred herein, including reasonable attorneys' fees;
10. For such further legal or equitable relief as this Court may deem just and proper under the circumstances.

Dated: February 9, 2011

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

By: 

DEVIN A. MCRAE
Attorneys for Plaintiff
MICHAEL ANTHONY MOORE

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury of all issues so triable.

Dated: February 9, 2011

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

By: 

DEVIN A. MCRAE
Attorneys for Plaintiff
MICHAEL ANTHONY MOORE

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ASSIGNMENT AND RELEASE AGREEMENT

This Assignment and Release Agreement ("Agreement") is entered into as of September 29, 2005, among Robert Kirkman, LLC ("RKL"), Robert Kirkman ("RK"), and Tony Moore (and any entity owned or controlled by him) ("TM") in connection with the comic book series entitled "The Walking Dead" ("The Walking Dead"), the comic book series entitled "Brit" ("Brit"), the comic book series entitled "Battle Pope" ("Battle Pope"), the potential comic book series entitled "Dead Planet" ("Dead Planet") and the potential comic book series entitled "My Name is Abraham" ("Abraham"). The Walking Dead, Brit, Battle Pope, Dead Planet and Abraham are collectively referred to in this Agreement as the "Books".

1. Conditions Precedent. RKL's and RK's obligations are subject to the receipt by RKL of each of this Agreement and the Short Form Assignment attached hereto executed by TM.
2. Property. The Books, together with all characters and/or elements appearing therein, including, without limitation, all themes, plots, contents, stories, illustrations, designs, drawings artwork and all names of characters appearing therein, and all trademarks, tradenames, translations, adaptations and versions of any or all of the foregoing, whether heretofore or hereafter written, drawn and/or created by TM or under TM's authority, and their statutory and common law copyrights, all present and future renewals and extensions of such copyrights and all rights comprehended in such copyrights and each and every part of all thereof, are collectively referred to herein as the "Property."
3. Assignment of Rights. TM, for good and valuable consideration, receipt of which is hereby acknowledged by TM, hereby sells, grants, assigns and sets over to RKL (which for the purposes of this Agreement shall include its heirs, successors, licensees and assigns) all of TM's right, title and interest in and to, including without limitation all copyrights in, the Property, and acknowledges that RKL shall be the sole owner of all right, title and interest in and to, including without limitation all copyrights in, the Property. Without limiting the foregoing and to the extent consistent with the terms and conditions hereof, TM further acknowledges that RKL shall have the sole and exclusive right and authority to make any and all decisions related to or affecting the Property including, but not limited to, all decisions related to the advertisement, promotion, publication, distribution and other exploitation of the Property in all media, whether now known or subsequently created, and the exclusive right to negotiate and enter into any and all agreements with respect to the Property including, but not limited to, print publishing and distribution agreements and motion picture option-purchase agreements. TM hereby agrees to obtain or cause to be obtained, upon RKL's written request and solely at RKL's expense, renewals of all U.S. copyrights in and to said Property, whether or not referred to in this Agreement, and hereby assigns said rights under said renewal copyrights to RKL; and should TM fail to do any of the foregoing after reasonable notice and the opportunity to comply, TM hereby irrevocably appoints

EX A

RKL as TM's attorney-in-fact, with full and irrevocable power and authority for the sole and limited purpose to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents, in TM's name and on TM's behalf, as RKL may deem necessary or proper in the premises to accomplish the same (provided that all such actions by RKL are consistent with the grant of rights made by TM to RKL in this Agreement.) RKL shall provide TM with copies of such documents, provided that the inadvertent failure to do so shall not be deemed a breach hereof. RKL is also hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning all copyrights in and to the Property and all renewals thereof, or concerning any infringement thereof, or interference with any of the rights hereby granted under said copyrights or renewals thereof, or interference with any of the rights hereby granted under said copyrights or renewals thereof, in its own name or in the name of TM as copyright proprietor, and, at its option, RKL may, solely at RKL's expense, join TM as a party plaintiff or defendant in any such action or proceeding. Notwithstanding anything contained herein to the contrary, RKL agrees that it will not have the right to adapt, publish, sell or otherwise exploit any of the original drawings or other material created by TM in connection with Dead Planet or Abraham. Further, notwithstanding anything contained herein to the contrary, in connection with the exploitation of print publication rights only, RKL shall not alter or enhance the any of TM's original artwork previously published in any Book and shall exploit such artwork only as so published, provided that the foregoing shall not preclude digital conversion or reproduction, cropping, coloring, or creating special effects or text or other title overlays, or other minor modifications. RKL shall not be responsible for or in breach of this Agreement for alterations or enhancements made by any of its licensees, but RKL shall notify such licensees of the obligations contained in the immediately preceding sentence.

4. Artwork. Subject to RKL's rights hereunder and otherwise, including without limitation RKL's ownership of all copyright in and to the Property, TM shall retain ownership of the original physical rendition of any artwork created by him in connection with the Books (the "Physical Artwork"), provided that in no event shall TM have the right to reproduce, redraw, publish or otherwise exploit (other than selling the actual Physical Artwork) or grant any rights in the Physical Artwork, or authorize any of the foregoing. RKL shall return the Physical Artwork to TM promptly after the full execution of this Agreement by messenger, Federal Express or similar courier. RKL shall, to the extent within RKL's power, return the Physical Artwork in the same condition as it was delivered by TM.

5. Net Proceeds. In consideration of the mutual promises contained herein, provided TM is not in material breach of this Agreement, TM shall be entitled to the following:

a. The Walking Dead. An amount equal to (i) Sixty Percent (60%) of One Hundred Percent (100%) of all Comic Publishing Net Proceeds (as defined below), if any, provided that with respect to trade paperbacks and hardcover collections, TM shall only be entitled to Fifty Percent (50%) of One Hundred Percent (100%) of Comic

Publishing Net Proceeds (provided further that, to the extent any trade paperback or hardcover collection includes more than the six issues set forth on Schedule 1, TM shall only be entitled to Fifty Percent (50%) of the percentage of Comic Publishing Net Proceeds that such six issues bears to the total number of issues included in such trade paperback or hardcover collection [e.g., if a hardcover collection is published containing a total of twenty-four issues and includes the six issues set forth on Schedule 1, TM shall be entitled to 50% of 25% of the Comic Publishing Net Proceeds in connection therewith]), and (ii) Twenty Percent (20%) of One Hundred Percent (100%) of all Motion Picture Net Proceeds (as defined below), if any, in each case received by or credited to RKL or any entity owned or controlled by RK in connection with The Walking Dead.

b. Brit. An amount equal to (i) Sixty Percent (60%) of One Hundred Percent (100%) all Comic Publishing Net Proceeds, if any, and (ii) Twenty Percent (20%) of One Hundred Percent (100%) of all Motion Picture Net Proceeds, if any, in each case received by or credited to RKL or any entity owned or controlled by RK in connection with Brit.

c. Battle Pope. An amount equal to Fifty Percent (50%) of One Hundred Percent (100%) of all Motion Picture Net Proceeds, if any, in each case received by or credited to RKL or any entity owned or controlled by RK in connection with Battle Pope.

d. Dead Planet: My Name is Abraham. TM shall not be entitled to receive any Comic Publishing Net Proceeds or Motion Picture Net Proceeds derived from the development or exploitation of Dead Planet or My Name is Abraham.

e. Definitions.

i. "Comic Publishing Net Proceeds" shall be defined as all gross income received by or credited to RKL from the exploitation of print publication rights in and to those issues (or any part thereof) set forth on Schedule 1 attached hereto (i.e., those issues on which TM rendered services) of each applicable Book solely in comic book, graphic novel and Electronic Book (as defined below) form and of Comic Merchandise Rights (as defined below), less all direct out-of-pocket costs, expenses and indebtedness actually paid by RKL or RK to unaffiliated third parties in producing, publishing, advertising, distributing and otherwise exploiting said comic books, graphic novels, Electronic Books and Comic Merchandise Rights, including, but not limited to, costs of publication, advertising, promotion, distribution and licensing, and reasonable outside attorneys' fees, agency fees and management fees, whether incurred prior to or after the date hereof. As used herein, "Electronic Books" means so-called "books-on-tape" and similar electronic publications (whether on disc, flash memory, or by download), provided such books-on-tape and electronic publications shall be performed as a non-dramatic readings by no more than two (2) performers containing only the text and artwork of any Book without any moving visual imagery and/or interactive and/or multimedia elements. As used herein, "Comic Merchandise Rights" means any

merchandising rights retained by RKL (which rights may be separately licensed by RKL to a third party but are not included in an any overall disposition of any rights in any Book) with respect to merchandise that incorporates images from any original artwork created by TM in connection with any Book.

ii. "Motion Picture Net Proceeds" shall be defined as all gross income other than 3rd Party Services Income (as defined below) received by or credited to RKL from the exploitation of all motion picture, television and other rights (other than print publication rights in comic book, graphic novel and Electronic Book form, and merchandise rights retained by RKL and related solely to such comic books and/or graphic novels) in and to the applicable Book, less all direct out-of-pocket costs, expenses and indebtedness actually paid by RKL or RK to unaffiliated third parties in exploiting such rights in such Book, including, but not limited to, costs incurred in connection with the development, financing, production, distribution and promotion of any motion picture, television series or program, or other production based on such Book, reasonable outside attorneys' fees, agency fees and management fees, whether incurred prior to or after the date hereof. RKL may cross-collateralize costs, expenses and indebtedness in connection with the exploitation of any one Book in any media with the gross income derived from the exploitation of such Book in any other media (e.g., RKL may cross-collateralize costs paid in connection with comic books against income received in connection with motion pictures), provided that RKL shall not deduct the same cost more than once. TM acknowledges that RKL does not represent or warrant that there will be any Comic Publishing Net Proceeds or Motion Picture Net Proceeds payable to TM, and nothing contained in this Agreement shall be construed as vesting in TM any right, title or interest whatsoever in the Property, or any lien or charge thereon or assignment thereof. RKL and RK agree that the fees of Larson Jaenicke, Esq. will not be deducted for the purposes of calculating Comic Publishing Net Proceeds or Motion Picture Net Proceeds payable to TM.

iii. "3rd Party Services Income" shall be defined as compensation received by or credited to RKL or RK or any other entity owned or controlled by RK in connection with RK's services for third parties as a writer, producer, director, and/or consultant, and/or in connection with personal appearances or otherwise in any media. RKL and RK shall determine in their sole good faith reasonable business judgment whether to render any services for any third party, and, if necessary, taking into account RK's stature in the applicable industry, the allocation between compensation for rights in any Books and 3rd Party Services Income.

6. Inspection of Records. RKL shall provide TM with a statement of costs, expenses and indebtedness paid in connection with the Property prior to the date of this agreement along with appropriate supporting documentation of such costs, expenses and indebtedness within three (3) months of the date hereof. From time to time, in any year in which there is Comic Publishing Net Proceeds or Motion Picture Net Proceeds, as applicable, in connection with any Book, but in any event no later than forty-five (45) days after RKL's receipt thereof, RKL shall submit a written statement to TM, showing

the revenue and costs (along with appropriate supporting documentation of such costs) derived from the applicable Book, but excluding 3rd Party Services Income, during the period reported and simultaneously remit the amount due TM for such period, if any. TM or his duly authorized representatives shall have the right, at reasonable times and upon reasonable notice, to inspect the books and records of RKL for purposes of verifying the Comic Publishing Net Proceeds and/or Motion Picture Net Proceeds derived from the Property, but in no event more than once in every twelve month period. Each statement furnished by RKL pursuant to this Paragraph 6 shall be deemed conclusive and binding unless TM objects thereto to RKL in writing within eighteen (18) months after the statement is issued and shall state in detail in such writing the basis for the objection, and TM shall be barred from bringing any legal proceeding arising from such objection unless such legal proceeding is brought within twenty-four (24) months after such statement is issued. RKL shall submit a statement to TM and pay any unpaid amounts due for services rendered on cover artwork within forty-five (45) days of the full execution of this Agreement.

7. Comic Book Credit. There shall be no change to the existing credits accorded to TM in connection with those Books that have already been published and in connection with any reissues thereof. If TM renders services in connection with any Book, TM shall be accorded customary credit in connection with such services. TM acknowledges that credits in each Book presently published are correct. For the avoidance of doubt, TM will receive a "created by" credit shared with RK only on Battle Pope.

8. Picture Credit. Subject to any restrictions and requirements of any applicable collective bargaining agreements, and the approval of any publisher, studio, network or other licensee (which approval RKL shall use good faith efforts to obtain) and provided TM is not in material breach of this Agreement, in connection with any motion picture, television or other production ("Picture") based on the applicable Book set forth below:

a. The Walking Dead. TM shall receive credit on a single card shared only with RK and Charlie Adlard on any Picture substantially in the form of "Based on a Comic Book by Robert Kirkman, Tony Moore and Charlie Adlard." For the avoidance of doubt, TM shall be in second position to RK in such credit.

b. Brit. TM shall receive credit on a single card shared only with RK on any Picture substantially in the form of "Based on a Comic Book by Robert Kirkman and Tony Moore."

c. Battle Pope. TM shall receive credit on a single card shared only with RK on any Picture substantially in the form of "Based on a Comic Book by Robert Kirkman and Tony Moore."

Such credit shall appear on-screen and in paid ads wherever the "Based on a Comic Book By" credit is accorded to RK. TM shall also receive an equivalent credit to the credits set forth in this Paragraph 8 in any live stage production based on The Walking Dead, Brit or Battle Pope, as applicable. All other aspects of such credits shall be in the sole discretion of the studio, network, licensee or other financier of the applicable Picture. The inadvertent failure to accord TM any credit set forth in this Paragraph 8 or Paragraph 7 shall not be deemed a breach of this Agreement. RKL shall use reasonable efforts to cure prospectively any failure of its credit obligations set forth in this Paragraph 8 or Paragraph 7 upon receipt of written notice from TM specifying the details of any such failure.

9. Battle Pope. It being understood and agreed that RKL shall be the sole owner of Battle Pope and shall control the exploitation thereof, in connection with any exploitation of Battle Pope in other than comic book form, including without limitation, motion pictures, television and games, to the extent RKL and/or RK renders producer or consultant services, TM shall have the right to participate equally in the same capacity as RKL and/or RK, and for the same compensation and credit received by RKL and/or RK. The foregoing shall not apply to any writing or directing services RK may provide with any such exploitation.

10. Confidentiality. Except as may be required by law, neither party shall reveal to any person or entity (other than to their attorneys, agents, managers and accountants, and in the case of RKL, other than to any studio, network, licensee, publisher or other assignee to which rights to the Property may be granted) any provision of this Agreement and the results of any audit pursuant to Paragraph 5 ("Confidential Agreement Information"), and neither party shall use any Confidential Agreement Information in any manner that may injure or cause loss either directly or indirectly to the other party or any of its affiliates. TM shall not reveal any secret or confidential information relating to the Property, any information not generally known to the public regarding RK, RKL or their businesses and the operation thereof ("Confidential Business Information"), and shall not use any Confidential Business Information in any manner that may injure or cause loss either directly or indirectly to RKL or any of its affiliates.

11. Representations and Warranties. TM represents and warrants that he has the right to execute this document and that the results and proceeds of TM's services in connection with the Books: (i) are original with TM (with the sole exception of material provided or modified by RKL or material in the public domain throughout the world); (ii) do not and shall not infringe upon any copyright, trademark or, to the best of TM's knowledge in the exercise of reasonable prudence, defame or disparage any person or entity or violate the rights of privacy, publicity, or any other rights of any kind or nature whatsoever of any person or entity; and (iii) to the best of TM's knowledge in the exercise of reasonable prudence, are not the subject of any litigation or of any claim that might give rise to litigation.

12. Indemnification. TM shall indemnify and hold harmless RKL, and its employees, agents, representatives, affiliates, predecessors, successors, licensees and assignees of each of the foregoing, from and against any and all liabilities, claims, costs, damages or expenses (including, but not limited to, reasonable outside attorneys' fees, accountants' fees and court costs, whether or not in connection with litigation) (collectively, "Indemnification Claims") arising out of, resulting from or relating to any breach of any representation, warranty or agreement contained herein. RKL shall indemnify and hold harmless TM from and against any and all third party Indemnification Claims arising out of the development, production, distribution, promotion and other exploitation of any Book and any Picture based on any Book, unless such Claims are covered by TM's indemnity above.

13. Release. In consideration of the mutual promises made herein, each party (the "Releasor") hereby agrees to unconditionally release and forever discharge the other party and such other party's officers, members, employees, agents, representatives, affiliates, predecessors, successors, licensees, assignees and attorneys of any of the foregoing, and each of them (individually and collectively referred to as the "Releasees"), in full and forever, from and against any and all claims, demands, actions, suits, causes of action, promises, warranties, obligations, agreements or rights of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which exist or which have existed or which hereafter could, shall or may exist against Releasees prior to or as of the date of the execution of this Agreement, other than any Indemnification Claim, any claim with regard to any accounting made to TM prior to the date of this Agreement or any claim arising out of any outstanding payment due to TM for services rendered on cover artwork (individually, a "Claim" and collectively, "Claims").

RELEASOR HEREBY ACKNOWLEDGES THAT THE RELEASOR IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

RELEASOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE RELEASOR MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

In connection with such release, waiver and relinquishment, the Releasor acknowledges that Releasor is aware that he may later discover facts in addition to or

different from those which Releasor now knows or believes to be true with respect to any of the subject matters of this Agreement, but that it is nevertheless Releasor's intention by signing this Agreement to fully, finally and forever settle and release all of Releasor's Claims, whether now known or unknown, suspected or unsuspected, which now exist, may exist or previously have existed between Releasor, on the one hand, and the Releasees, and any of them, on the other hand. In furtherance of such intention, the general release given herein shall be and shall remain in effect as a full and complete general release, notwithstanding the discovery by Releasor of the existence of any such additional or different facts.

Releasor represents and warrants that Releasor has not assigned or transferred any interest in any Claim which Releasor have against Releasees and agree that if Releasor hereafter commences, joins in or in any manner seeks relief through any suit arising out of, based upon or relating to any Claim released hereunder or in any manner asserts against the Releasees any Claim released hereunder, then Releasor shall pay to the Releasees, in addition any other damages caused to any Releasee(s), all accounting and reasonable outside attorneys' fees and costs incurred in defending or otherwise responding to said suit or Claim.

14. Attorneys' Fees. In the event of any action or other proceeding arising from or based on this Agreement or the subject matter hereof (to the extent permitted pursuant to this Agreement), the prevailing party shall be entitled to recover from the other party its reasonable outside attorneys' fees and costs in connection therewith (and with any action, arbitration, collection activity, or proceeding to enforce any award or recovery) in addition to any other award or recovery.

15. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, such provision shall be revised to the minimum extent necessary to comport with the applicable law and the remaining provisions shall remain in full force and effect as if said provision never existed.

16. Remedies. TM's sole remedy in the event of any breach or alleged breach by RKL and/or RK hereunder shall be an action at law against RKL and/or RK to recover monetary damages, if any. Specifically, TM agrees that TM shall have no right to enjoin the exploitation of the Property or to terminate or rescind any rights granted to RKL hereunder, or to obtain any other form of equitable or injunctive relief, any right to which TM expressly hereby waives.

17. Assignment. RKL shall have the right to assign its obligations hereunder to any third party, provided that RKL will remain secondarily liable in the event of such an assignment, unless such assignment is to a major publisher or distributor of comic books or merchandise (e.g., Marvel, Diamond, Image) or to a so-called "major" or "mini-major" studio, national television network or similarly financially responsible party that assumes such obligations in writing, in which event RKL shall be released from all further obligations hereunder. TM shall not have the right to assign his rights, other than

the one time right to assign TM's right to receive payment hereunder, or delegate his duties under this Agreement to any third party without the prior written permission of RKL.

18. Notices. Notices hereunder shall be in writing. Any notices hereunder shall be given by personal delivery or by mailing (in a postpaid, certified or registered wrapper) or by overnight courier to the same to the appropriate party at the address listed below, and the date of such personal delivery, mailing or overnight courier shall be the date of the giving of such notice. The names and addresses below concerning notices to all parties hereto shall also be deemed to be the place where accounting statements and payments as may be required under this Agreement may be sent:

To RKL and RK:

c/o Circle of Confusion
8548 Washington Blvd.
Culver City, CA 90232
Attn: David Alpert

With a copy to:

Katz, Golden & Sullivan, LLP
2001 Wilshire Boulevard
Suite 400
Santa Monica, CA 90403
Attn.: Shep Rosenman, Esq.

To TM:

c/o Illuminati Entertainment
11901 Santa Monica Boulevard, Suite 494
Los Angeles, CA 90025
Attn: Ford Lytle Gilmore

With a copy to:

Harris M. Miller II, P.C.
8424A Santa Monica Boulevard, Suite 127
West Hollywood, CA 90069
Attn: Harris M. Miller, Esq.

19. Applicable Law. The parties acknowledge that because that they are located in different jurisdictions, they have elected that this Agreement shall be construed and governed by the laws of the State of California applicable to agreements made in and to be wholly performed in the State of California.

20. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral negotiations, discussions and agreements drafted by all.

21. Waiver and Amendments. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless consented to by both parties in

writing. No failure or delay by either party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DEADLINE.com

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
Katz, Golden & Sullivan, LLP
2001 Wilshire Boulevard, Suite 400
Santa Monica, California 90403
Attention: Shep Rosenman, Esq.

(This Line For United States Copyright Office Use Only)

SHORT FORM ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That **Tony Moore** ("TM"), for good and valuable consideration, receipt of which is hereby acknowledged, hereby sells, grants, assigns and sets over to **Robert Kirkman, LLC**, its successors, licensees and assigns (collectively, "RKL"), all rights of every kind and nature (including, but not limited to, all motion picture, television, allied, ancillary and subsidiary rights) throughout the universe in perpetuity, in and to the comic book series entitled "The Walking Dead" ("The Walking Dead"), the comic book series entitled "Brit" ("Brit"), the comic book series entitled "Battle Pope" ("Battle Pope"), the potential comic book series entitled "Dead Planet" ("Dead Planet") and the potential comic book series entitled "My Name is Abraham" ("Abraham"), together with all characters and/or elements appearing therein, including, without limitation, all themes, plots, contents, stories, illustrations, designs, drawings artwork and all names of characters appearing therein, and all trademarks, tradenames, translations, adaptations and versions of any or all of the foregoing, whether heretofore or hereafter written, and their statutory and common law copyrights, all present and future renewals and extensions of such copyrights and all rights comprehended in such copyrights and each and every part of all thereof, (collectively, the "Property"), all as more particularly set forth and upon and subject to the terms and conditions in that certain agreement between RKL and TM, dated as of September 29, 2005 (the "Agreement").

TM hereby agrees to obtain or cause to be obtained renewals of all U.S. copyrights in and to said Property, whether or not referred to herein, and hereby assigns said rights under said renewal copyrights to RKL; and should TM fail to do any of the foregoing after reasonable notice and the opportunity to comply, TM hereby irrevocably appoints RKL as TM's attorney-in-fact, with full and irrevocable power and authority to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents, in TM's name and on TM's behalf, as RKL may deem necessary or proper in the premises to accomplish the same. RKL is also hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning all copyrights in and to the Property and all renewals thereof, or concerning any infringement thereof, or interference with any of the rights hereby granted under said copyrights or renewals thereof, in its own name or in the name of TM as copyright proprietor and, at its option, RKL may join TM as a party plaintiff or defendant in any

such action or proceeding.

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Dated: As of September 29, 2005

Tony Moore ("TM")

State of)
) ss:
County of)

On 9/30/05, before me, Nancy Vinson, a Notary Public in and for said County and State, personally appeared TONY MOORE, personally known to me (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to the within instrument and acknowledged to me that he/it executed the same.

WITNESS my hand and official seal.

Nancy Vinson
(Seal)

SCHEDULE 1

"The Walking Dead":	Issues 1-6
"Brit":	Issues 1 and 2
"Battle Pope":	N/A

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ORIGINAL

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Devin A. McRae, State Bar No. 223239

EARLY SULLIVAN WRIGHT GIZER & McRAE LLP

6420 Wilshire Blvd., 17th Floor

Los Angeles, California 90048

TELEPHONE NO.: (323) 301-4660

FAX NO.: (323) 301-4676

ATTORNEY FOR (Name): Plaintiff Michael Anthony Moore

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 9 2012

John A. Clarke, Executive Officer/Clerk

BY M. Flores, Deputy
Mary Flores

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill St.

MAILING ADDRESS: 111 North Hill St.

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

Michael Anthony Moore v. Robert Kirkman, et al.

CIVIL CASE COVER SHEET

- ☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

- ☐ **Counter** ☐ **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

BC478730

JUDGE:

DEPT:

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

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

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

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

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☒ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ 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. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ 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

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: February 9, 2012

Devin A. McRae

(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

ORIGINAL

SHORT TITLE: Moore v. Robert Kirkman, et al.

CASE NUMBER

BC478730

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

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

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5-7 ☐ HOURS/ ☒ DAYS

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

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

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

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

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

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- Location of Labor Commissioner Office

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

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

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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., 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	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	2., 5., 6. 2., 5.
	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.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 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	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.		
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

SHORT TITLE:

Moore v. Robert Kirkman, et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 21700 Oxnard St. #2050
CITY: Woodland Hills	STATE: CA	ZIP CODE: 91367	

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

Dated: February 9, 2012

 (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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.