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A0028

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FILED
LOS ANGELES SUPERIOR COURT

JUN 03 2013

D12 Banana Meiers

4 Attorney for Plaintiff
5 AARON SHERRY

JOHN A. CLARKE, CLERK
[Signature]
BY AMBER HAYES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BC510743

Case No.:

9 AARON SHERRY, an individual,

10 Plaintiff,

COMPLAINT FOR DAMAGES

11 vs.

[AMOUNT DEMANDED IS \$75,000]

12 IC PUNCH MEDIA, a professional
13 corporation, and DOES 1 through 20,
14 inclusive,

15 Defendants.

THE KERNAN LAW FIRM
9663 Santa Monica Blvd., Suite 450
Beverly Hills, California 90210
(310) 490-9777

18 Plaintiff AARON SHERRY ("Plaintiff") complains and alleges as follows:

19 INTRODUCTION

20 1. Plaintiff AARON SHERRY ("Plaintiff") is an individual residing in the County
21 of Los Angeles, State of California.

22 2. Plaintiff is informed and believes and based thereon alleges that Defendant
23 PUNCH MEDIA ("Defendant") is, and at all times relevant hereto, was doing business in the
24 County of Los Angeles, State of California.

25 3. Plaintiff is presently unaware of the true names and capacities of Defendant
26 sued herein as Does 1 through 20, inclusive, and therefore sues said Defendants by such
27 fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of
28 such fictitiously named Defendants when the same have been ascertained. Plaintiff is informed

CIT/CASE: BC510743
LEA/DEF:
RECEIVED: CCH03057048
DATE FILED: 06/03/13 11:22 AM
FEE: \$435.10
RECEIVED:
CHECK:
CASH:
CHANGE:
ARD:
\$435.10
\$1.00
\$1.00
\$1.00
\$1.00

06/03/2013

05/03/2013

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and believes and based thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's damages were proximately caused by their conduct. Hereinafter all Defendants, including Doe Defendants, will sometimes be referred to collectively as "Defendants".

4. Plaintiff is informed and believes and based thereon alleges that at all material times Defendants, and each of them, were the agents, employees, partners, joint venturers. Co-conspirators, owners, principals, and employers of the remaining Defendants, and each of them, and are, and at all times herein mentioned were, acting within the course and scope of that agency, employment, partnership, conspiracy, ownership or joint venture. Plaintiff is further informed and believes and based thereon alleges that the acts and conduct alleged herein were known to, and authorized or ratified by, the officers, directors, and managing agents of Defendant corporations or business entities, and each of them.

FIRST CAUSE OF ACTION
(For Breach of Written Contract Against Defendant DEAN JONES)

5. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in the paragraphs above, inclusive, as though fully set forth herein.

6. Under the express terms of the written Agreement, Defendant agreed, among other things, that Plaintiff would be compensated in an amount not less than \$75,000.00 if Plaintiff's services were engaged in a specified motion picture project. Attached hereto as Exhibit "A" and incorporated herein is a true and correct copy of the contract which shows that Plaintiff is owed \$75,000.00 and those monies are currently due and owing.)

7. Defendant materially breached the Agreement by, among other things, failing to pay.

8. Plaintiff has performed all conditions, covenants and promises required under the Agreement, except those conditions, covenants, and promises which have been prevented or otherwise excused by the conduct of Defendant.

9. As a direct and proximate result of Defendant's actions, Plaintiff has sustained

1 damages in an amount to be proven at trial, which include, but are not limited to,
2 compensatory, consequential and incidental damages. Plaintiff is informed, and believes, and
3 based thereon alleges, that such damages are within the jurisdictional limits of this Court, and
4 shall amend this Complaint to allege the true amount when ascertained.

5 10. As a direct and proximate result of Defendants' wrongful conduct as alleged
6 hereinabove, Defendants, and each of them, hold any and all monies due and owing to Plaintiff
7 from the project, plus interest on said amount.
8

9 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them jointly
10 and severally, as follows:


11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 13 1. For general, compensatory and incidental damages against Defendants,
14 according to proof at the time of trial;
- 15 2. For the costs of the suit incurred, including but not limited to attorneys' fees and
16 costs of litigation as against all Defendants;
- 17 3. For interest at the statutory rate; and
- 18 4. For such other and further relief as the Court may deem just and proper.
19

20 DATED: May 31, 2012

THE KERNAN LAW FIRM

21
22
23 By: 
24 Stephen M. Kernan
25 Attorney for Plaintiff
26 AARON SHERRY
27
28

THE KERNAN LAW FIRM
9663 Santa Monica Blvd., Suite 450
Beverly Hills, California 90210
(310) 490-9777

06 / 03 / 2013

06/03/2013

PRODUCER AGREEMENT

"Woody and Craig, Zombie Hunters"

THIS PRODUCER AGREEMENT (this "Agreement") dated as of August 17, 2012 is made and entered into by and between IC PLACES INC., a Delaware corporation, ("Company") and MANOLIN VIDVILLA STUDIOS, LLC, a California limited liability company, ("Producer") in connection with that certain television program presently entitled "WOODY AND CRAIG, ZOMBIE HUNTERS" (the "Program"). For and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto have agreed as follows:

WHEREAS, Company desires to produce ten (10) episodes (the "Episodes") of the Program, *provided that* Company receives full funding for the production thereof, upon the terms and conditions set for the herein; and

WHEREAS, Company desires to engage the producing services of Producer in connection therewith and Producer desires to accept such engagement upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONDITIONS PRECEDENT: Company's obligations hereunder are subject in all respects to the following conditions precedent (the "Conditions Precedent"):

(a) Executed Documents: Receipt by Company of a copy of this Agreement signed by Producer and Certificate(s) of Employment in the form attached hereto as Exhibit A and by this reference incorporated herein signed by each individual whose services are provided by Producer hereunder or otherwise in connection with the Episodes;

(b) Employment Eligibility: Receipt by Company of all documents necessary for employment eligibility pursuant to the laws of the applicable jurisdiction(s), all completed to Company's satisfaction; and

(c) Funding for Episodes: Approval by Company of the cash flow schedule (the "Cash Flow Schedule") to be provided to Company by Producer and receipt by Company of full funding for the production of all of the Episodes (the "Production Funding"); *provided that* should Company not receive such funding within ninety (90) days of the date on which this Agreement is fully executed by both parties that both parties shall be relieved of any further executory obligations hereunder.

08/03/2013

Handwritten initials: CR A

PRODUCER AGREEMENT

"Woody and Craig, Zombie Hunters"

THIS PRODUCER AGREEMENT (this "Agreement") dated as of August 17, 2012 is made and entered into by and between IC PLACES INC., a Delaware corporation, ("Company") and MANOLIN VIDVILLA STUDIOS, LLC, a California limited liability company, ("Producer") in connection with that certain television program presently entitled "WOODY AND CRAIG, ZOMBIE HUNTERS" (the "Program"). For and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto have agreed as follows:

WHEREAS, Company desires to produce ten (10) episodes (the "Episodes") of the Program, *provided that* Company receives full funding for the production thereof, upon the terms and conditions set for the herein; and

WHEREAS, Company desires to engage the producing services of Producer in connection therewith and Producer desires to accept such engagement upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. **CONDITIONS PRECEDENT:** Company's obligations hereunder are subject in all respects to the following conditions precedent (the "Conditions Precedent"):

(a) Executed Documents: Receipt by Company of a copy of this Agreement signed by Producer and Certificate(s) of Employment in the form attached hereto as Exhibit A and by this reference incorporated herein signed by each individual whose services are provided by Producer hereunder or otherwise in connection with the Episodes;

(b) Employment Eligibility: Receipt by Company of all documents necessary for employment eligibility pursuant to the laws of the applicable jurisdiction(s), all completed to Company's satisfaction; and

(c) Funding for Episodes: Approval by Company of the cash flow schedule (the "Cash Flow Schedule") to be provided to Company by Producer and receipt by Company of full funding for the production of all of the Episodes (the "Production Funding"); *provided that* should Company not receive such funding within ninety (90) days of the date on which this Agreement is fully executed by both parties that both parties shall be relieved of any further executory obligations hereunder.

In no event shall the performance of any obligations under this Agreement by Company prior to the satisfaction of the Conditions Precedent constitute a waiver thereof.

2. **PRODUCTION SERVICES:** Pursuant to the terms and conditions of this Agreement including, without limitation, those set forth in Schedule I attached hereto and by this reference incorporated herein, Producer is hereby engaged by Company, and accepts such engagement, to provide the producing services of Producer in connection with the Episodes. Producer shall deliver the Episodes to Company as set forth herein and on such date(s) and in such format as is determined by Company.

(a) **Compliance with Standards:** Except as otherwise specifically set forth in this Agreement, Producer shall perform all the functions necessary in order to produce and deliver the Episodes to Company in compliance with federal law and regulations and the broadcast policies, standards and practices of Company and/or any distributor, network or other buyer of the Program of which Producer has been timely and adequately informed.

(b) **Cooperation:** The parties will cooperate fully with each other as reasonably required to further the activities contemplated herein.

(c) **Locked for Life: Pay or Play:** Provided there is no material breach or default by or disability of Producer hereunder, Producer shall be locked for life of the Program and all services to be provided by Producer hereunder shall be pay or play, except in the event Company abandons the Program.

3. **TERM:** The production services set forth will commence no later than the date on which this Agreement is fully executed by both parties (the "Start Date") and continue thereafter until the completion of all of Producer's required services in connection with the Program in accordance with the approved Cash Flow Schedule. The parties hereby acknowledge and agree that Company may change the Start Date upon written notice to Producer; *provided that* the Start Date shall not be later than one hundred five (105) days from the date on which this Agreement is fully executed by both parties.

4. **DELIVERY:** Delivery shall be deemed complete when Producer has delivered to Company the Episodes including, but not limited to, the negatives and all materials reasonably required by Company and approved in writing thereby as set forth on Schedule II attached hereto and by this reference incorporated therein.

5. **COMPENSATION:** Provided there is no material breach by Producer hereunder and subject to the terms set forth herein, Producer shall receive, if ever, an amount equal to fifteen percent (15%) of the final fully funded production budget (the "Budget") for the Program ("Producer's Compensation"). Notwithstanding the preceding provision, five percent (5%) of the Producer's Compensation shall be set aside in a separate contingency line-item in the Budget

(the "Producer's Contingency") to be used at Producer's discretion for any overages that may occur during the production of the Program. Any portion of the Producer's Contingency remaining after Producer has delivered to Company the Episodes as set forth in Paragraph 4 above shall be retained by Producer. For the purposes hereof, the Budget shall not include any finance costs, interest charges, completion bond fees, contingency amounts, participations, residuals or deferments of any kind. Notwithstanding any provision of this Agreement to the contrary, no Producer's Compensation or other amount shall be due or owing to Producer hereunder until such time, if ever, as Company has received full funding for the production of the Program including, without limitation, all amounts set forth in the Budget and any amounts excluded therefrom for the purposes hereof.

6. **PROFIT PARTICIPATION:** Provided there is no material breach by Producer hereunder and subject to the terms set forth herein, Producer shall receive, if ever, an amount equal to twenty percent (20%) of any and all revenues received by Company in connection with the worldwide exploitation of the Program and any and all rights therein after the investor in the Program has recoup its investment therein, including any interest thereon.

7. **CREDITS:** Provided there is no material breach by Producer hereunder and subject to the terms set forth herein, Producer shall be accorded three (3) personal "Executive Producer" credits (names to be provided by Producer and subject to approval in writing by Company) and a production company credit on screen in the main titles (and in any paid advertising in which any other executive producer or production company, respectively, receives credit other than advertising for congratulation, nomination and/or award for an individual in which only the honoured individual is mentioned). All other aspects of the credit (e.g., size, style, prominence) shall be no less favorable than that accorded any other executive producer or production company, respectively, in connection with the Program.

8. **EMPLOYMENT OF PRODUCTION CREW:** Producer shall employ or otherwise engage through a separate agreement(s) the personnel required for the production crew (collectively, the "Crew Agreement") in connection with the production of the Episodes in accordance with the Budget and Cash Flow Schedule. The Crew Agreement shall be a material obligation of Producer hereunder and Producer shall provide a copy of the Crew Agreement to Company in connection with this Agreement.

9. **PRODUCT PLACEMENT AND BRAND INTEGRATION:** Producer may solicit product placement and/or brand integration offers from third parties in connection with the production of the Episodes and present them to Company. Company shall determine in its sole and absolute discretion whether or not to accept any such offers, the terms of which shall be separately negotiated and subject to separate agreement(s).

10. **REPRESENTATIONS AND WARRANTIES:** Producer hereby represents, warrants and agrees that: (a) Producer has the full right and authority to enter into this Agreement and to

grant the rights herein granted; (b) the consent of no other person or entity is necessary for Producer to enter into and fully perform this Agreement; (c) Producer has not and will not make any grant, assignment, or agreement which will or is reasonably likely to conflict or materially interfere with the rights granted to Company hereunder; (d) except to the extent any material is directly furnished by Company to Producer, all material created and/or contributed by Producer hereunder for, or in connection, with the Program shall be wholly original with Producer or in the public domain and to the best of Producer's knowledge shall not infringe upon the copyright of, or violate the right of privacy of, or constitute a libel or slander against, or violate any common law rights or any other rights of any person or entity; (e) Producer is not under any obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict Producer from entering into and fully performing this Agreement; (f) Producer is not a member of any guild or collective bargaining unit in connection with the services to be performed hereunder; and (g) Producer is either (i) a citizen of the United States or (ii) has provided all necessary immigration documents and authorization to legally perform the services hereunder.

11. INDEMNITIES:

(a) Producer's Indemnities: Producer shall indemnify and hold harmless Company, its successors, assigns and licensees and any of the their owners, agents, employees or representatives against any and all liability, claims, damages, costs and expenses including, without limitation, reasonable outside attorneys' fees and costs, (collectively, "Claims") in connection with any third party claim or action arising out of any breach of any of Producer's representations, warranties and/or agreements made herein or any representations, warranties and/or agreements made by any employees thereof or any other person providing services hereunder on behalf or at the direction thereof.

(b) Company's Indemnities: Company shall indemnify, defend and hold harmless Producer from and against all Claims arising out of any breach of Company's representations, warranties and/or agreements made herein and/or the development, production, distribution or exploitation of the Program or any element thereof, except to the extent such Claims arise out of any breach of any of Producer's representations, warranties and/or agreements made herein.

(c) Notice of Claim: The party receiving notice of any claim or action subject to indemnity hereunder shall promptly notify the other party.

12. **INSURANCE**: Producer will be included as an additional insured under any (a) general liability insurance policy and (b) standard errors and omissions insurance policy for such time and to such extent as such insurance policies are carried by Company, network, distributor and/or other buyer in connection with the Program.

respective successors, permitted assigns, heirs, legal representatives, administrators, executors, and guardians.

(f) Governing Law, Jurisdiction and Venue: This Agreement shall be construed and enforced in accordance with the law of the State of California applicable to contracts negotiated, executed and wholly performed within the State of California. The venue for any action or proceeding arising from or based upon this agreement shall be the appropriate state and federal courts located in the County of Los Angeles in the State of California. Accordingly, the parties agree that any such action or proceeding shall be commenced in and determined by those courts.

(g) Headings: Headings are inserted for reference and convenience only and in no way define, limit or describe the scope of this Agreement or intent of any provision.

(h) Interpretation: This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties were assisted by their counsel in reviewing and agreeing thereto, and no ambiguity shall be resolved against any party by virtue of its participation in the drafting of this Agreement.

(i) Counterparts: This Agreement may be executed in multiple counterparts and delivered by facsimile or electronic transmission, each of which shall constitute an original and all of which together shall constitute one instrument.

By signing this Agreement, the parties hereby accept and agree to the terms hereof as of the date first above written.

ACCEPTED AND AGREED TO:

IC PLACES INC.
("Company")

By:  _____

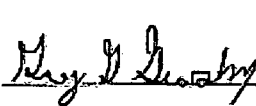
Its: CEO

Date: 11-13-2012

Address: 1211 Orange Avenue, Suite 300
Winter Park, FL 32789
Telephone: (407) 442-0309 ext. 2
Facsimile: _____
Email: sambliss@icplaces.com

ACCEPTED AND AGREED TO:

MANOLIN VIDVILLA STUDIOS, LLC
("Producer")

By:  _____

Its: Managing Partner

Date: 11/13/12

BIN: 45-3733025
Address: 15844 Kalisher Street
Granada Hills, CA 91604
Telephone: 310-595-4980
Facsimile: _____
Email: Greg@vidvilla.com

08 / 03 / 2013

SCHEDULE I

STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions are attached to and incorporated into that certain PRODUCER AGREEMENT (the "Agreement") made and entered into as of August 17, 2012 by and between IC PLACES INC., a Delaware corporation, ("Company") and MANOLIN VIDVILLA STUDIOS, U.L.C, a California limited liability company, ("Producer") in connection with that certain television program presently entitled "WOODY AND CRAIG, ZOMBIE HUNTERS" (the "Program"). Any terms capitalized herein without further definition herein have the meaning provided therefor in the Agreement. In the event of a conflict between these Standard Terms and Conditions and the Agreement, the terms of the Agreement shall control.

1. **NATURE OF SERVICES:** In connection herewith, Producer shall render all services as are customarily rendered by first class producers in the United States television industry on first class television productions. Producer shall render such services in an artistic, conscientious, efficient and punctual manner in accordance with the approved production schedule and budget for the Program, to the best of Producer's ability and with full regard to the careful, efficient, economical and expeditious production of the Program; it being further understood that the production of the Program involves matters of discretion to be exercised by Company in respect to art and taste, and Producer's services and the manner of rendition thereof are to be entirely governed by Company in its sole and absolute discretion. All services performed and actions taken by Producer hereunder shall be in accordance with the direction (whether oral or written) provided by Company, the approved budget, cash flow and production schedule for the Program; it being expressly understood and agreed that any failure to act in accordance herewith shall be an event of default by Producer. Producer shall have no authority to employ other persons unless specific prior written authority to do so is given by Company.

2. **RESULTS AND PROCEEDS OF SERVICES:**

(a) **Work Made for Hire:** Producer acknowledges and agrees that any and all results, products and proceeds of every kind of Producer's services hereunder and heretofore or hereafter rendered by Producer in connection with the Program, including, without limitation, all ideas, suggestions, themes, plots, stories, characterizations, dialogic, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Producer which in any way relate to the Program, any and all elements thereof or any and all material on which the Program or any elements thereof are or will be based (collectively, the "Material") are being specially ordered by Company for use and exploitation as part of an audiovisual work and are and shall be deemed to be a "work made for hire" for Company and, therefore, Company shall be the author and copyright owner thereof for all purposes throughout the universe. Company shall solely and exclusively own throughout the universe in perpetuity, including renewal and extension periods, if any, all rights of every kind and nature whether now

or hereafter known or created in and in connection with such results, products and proceeds including: (i) the copyright and all rights of copyright; (ii) all neighboring rights, trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any territory, including all rental, lending, fixation, reproduction, broadcasting (including satellite transmission), distribution and all other rights of communication by any and all means, devices, and technology; (iii) the right to adapt, change, delete from, and add to such results and proceeds, and to use all or any part thereof in new versions, adaptations, motion pictures and other television programs, including remakes and sequels; and (iv) all rights generally known as "moral rights."

(b) Assignment: If any provision hereof does not fully vest in Company any of the rights set forth herein, Producer hereby grants and assigns to Company all rights not so vested (and so far as may be appropriate by way of immediate assignment of future copyright) throughout the universe in perpetuity, including renewal and extension periods thereof, if any, whether now or hereafter known or created, free from all restrictions and limitations.

(c) Vesting of Rights: All rights granted or agreed to be granted to Company hereunder are irrevocable and shall vest in Company immediately without reservation, condition, or limitation and shall remain vested whether or not Producer's services hereunder or the Agreement is terminated with or without cause for any reason.

3. **FURTHER DOCUMENTATION**: Producer shall sign any additional documentation consistent herewith as Company may reasonably require in order to effectuate the purpose and intent of the Agreement. Producer irrevocably grants Company the power coupled with an interest, with rights of substitution and delegation, to sign such further documentation in Producer's name if Producer has not complied with Company's request within five (5) business days thereafter (or such shorter period of time as Company shall reasonably require). If Company signs any documents as Producer's attorney-in-fact, Company will provide Producer with copies of any such documents. Producer shall cooperate with Company to secure any documentation such as labor permits or visas as may be required by any governmental agency to enable Producer to render services hereunder and Producer shall obtain a valid passport if necessary.

4. **NAME AND LIKENESS**: Company shall always have the right to use and display Producer's name, voice and approved likeness and biographical data (provided that such approval shall not be unreasonably withheld and that Company may use any non-derogatory public biographical information in the event Producer does not otherwise approve biographical data hereunder) for advertising, publicizing and exploiting the Program and all ancillary, subsidiary and derivative rights therein and thereto including, without limitation, music, publishing, soundtrack albums, computer and/or interactive software, "making of" or "behind the scenes" films, publications, promotions, merchandising, advertising, and commercial tie-ins.

5. **EMPLOYMENT OF OTHERS:** Except as otherwise set forth in the Agreement, Producer shall not employ or otherwise engage any person to serve in any capacity, nor contract for the purchase or renting of any article or material, nor make any agreement committing Company to pay any sum of money for any reason whatsoever in connection with the Program or services to be rendered by Producer hereunder or otherwise, without written approval first being had and obtained from Company. Any amount required to be paid by Company for any expense or obligation not approved in the Budget and incurred by Producer in violation of this Paragraph 5 shall be deducted from any compensation thereafter accruing to Producer. Company shall have the unqualified right at all times to engage others to render services as producers or otherwise in any capacity whatsoever in connection with the Program or otherwise.

6. **APPROVALS AND CONTROLS:** As between Company and Producer, Company shall have final and absolute approval with respect to all creative and financial matters in connection with the Program and any and all elements thereof, including, without limitation, the budget, cash flow, production schedule, shooting script, cast and crew, locations, editing, and distribution, licensing and exploitation thereof.

7. **CONFIDENTIALITY; PUBLICITY RESTRICTIONS:**

(a) **Confidentiality:** Producer shall not participate directly or indirectly in the dissemination of information or publicity of any kind whatsoever concerning Company, its owners, officers, employees, agents or representatives, the Program, any elements thereof or any matters related thereto to any individuals or media entities including, without limitation, on or by way of any website, email or social media application or network (i.e., Facebook, Twitter, MySpace) (collectively, "Social Media") or otherwise without the prior written consent of Company, other than customary, incidental non-derogatory personal references relating to Producer's employment hereunder.

(b) **No Dissemination of Program:** Producer shall not cause any copies of the Program, or any part thereof, to be disseminated to any person or entity without the prior written consent of Company, including, without limitation, in connection with any awards or other promotions.

(c) **Location Activities, Photographs and Interviews:** Company shall have the sole authority to regulate all activities on location. Producer shall not have the right to bring any individual on location or to photograph or record any locations, sets, individuals or activities on location or in connection with the Program without Company's prior written consent in each instance. All right, title and interest in and to any and all pictures taken, recordings made, interviews given or any other materials produced in connection with or relating to the Program shall be solely owned by Company and no such pictures, recordings, interviews or other tangible materials shall be copied, shared or publicly displayed or exhibited including, without limitation, on or by way of Social Media or otherwise.

8. FORCE MAJEURE; DISABILITY; DEFAULT:

(a) Suspension and Termination: If the development, pre-production or production of the Program or the on-going business of Company is interrupted or prevented by matters beyond the control of Company ("Force Majeure Events"), including, without limitation, any act of God (including, but not limited to, floods, fires and earthquakes), acts of terrorism, war, riots, labor disputes (inclusive of strikes, walk-outs, lock-outs or other disputes), governmental action, the death, illness or incapacity or alteration in the physical appearance or voice of a member of the cast, the breach of contract of any person or entity (other than Producer) furnishing services or granting rights in connection with the Program, Company's inability to obtain customary insurance at normal rates and the loss of a leading member of the cast, if any, Company shall have the right to automatically suspend and extend Producer's services and compensation and any time periods hereunder for the duration of any such Force Majeure Event and the period reasonably required by Company thereafter to resume development, pre-production or production of the Program. If any such suspension shall last longer than eight (8) weeks, Company shall have the right to terminate Producer's services hereunder at any time thereafter on written notice to Producer. If Company terminates Producer's services pursuant to this Paragraph 8(a), Company shall retain its sole and exclusive ownership of the results, products and proceeds of Producer's services and any and all of Company's rights hereunder, as such the termination of the Agreement for any reason shall not affect Company's ownership of and rights in and to the Material or any elements thereof and the compensation, if any, theretofore accrued to Producer under the Agreement shall be deemed payment in full of the compensation payable to Producer hereunder.

(b) Disability: If Producer is unable to fully perform services hereunder, whether due to death, disease, incapacity, or otherwise, Company shall have the right to automatically suspend and extend Producer's services and compensation and the running of any time periods hereunder during the occurrence of such inability and for such a period of time thereafter as Company reasonably requires to resume the use of Producer's services. If such disability continues for a period of four (4) consecutive days, or seven (7) days in the aggregate, Company shall have the right to terminate Producer's services and engagement hereunder. In the event Company terminates Producer's services and engagement pursuant to this Paragraph 8(b), Company shall retain its sole and exclusive ownership of the results, products and proceeds of Producer's services and engagement hereunder including, without limitation, Company's right to use Producer's name, likeness and/or biography, and Company and Producer shall be relieved of all executory obligations hereunder and the compensation, if any, theretofore accrued to Producer under the Agreement shall be deemed payment in full of the compensation payable to Producer hereunder.

(c) Default: Upon any material breach by Producer of any of the terms and conditions of the Agreement, Company shall immediately have the right, exercisable at any time,

to terminate Producer's services and engagement hereunder by so notifying Producer, *provided that* Company shall first notify Producer in writing setting forth such material breach and Producer shall not cure the same within five (5) days, reducible to two (2) days in the event of production exigency, after receipt of such notice. In the event Company terminates Producer's services and engagement pursuant to this Paragraph 8(c), Company shall retain its sole and exclusive ownership of the results, products and proceeds of Producer's services and engagement hereunder including, but not limited to, Company's right to use Producer's name, likeness and/or biography. The foregoing shall in no way limit any other remedy, which Company may have against Producer.

9. **UNIQUE SERVICES:** Producer's services shall be rendered non-exclusively, but first priority to Company until expiration of the term of the Agreement, it being mutually understood that said services and the rights granted to Company herein, are of a special, unique, extraordinary and intellectual character that give them peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law and that a breach by Producer of the Agreement may cause Company irreparable injury. Accordingly, Producer acknowledges that Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach of the Agreement by Producer, which relief shall be in addition to any other rights or remedies that Company may have, whether for damages or otherwise.

10. **NO OBLIGATION TO USE:** Notwithstanding any other provision of the Agreement, Company shall have no obligation to utilize Producer's services or to include the results, products or proceeds thereof in the Program, or to produce, release, distribute or otherwise exploit the Program, or to exercise any or all of Company's rights hereunder. Company shall have the right in its sole and absolute discretion to abandon the Program and/or, subject to the pay or play provision of Paragraph 2(c) of the Agreement, terminate Producer's services with respect thereto at any time without legal justification or excuse whereupon Company shall have no further obligations to Producer with respect to the Program, any elements thereof or matters related thereto except to pay any monies, which have vested prior to such termination, and give any credit to which Producer is entitled.

11. **REMEDIES:**

(a) **Breach of Agreement:** No act or omission of Company hereunder shall constitute an event of default or breach of the Agreement unless Producer shall first notify Company in writing setting forth such alleged breach or default and Company shall not cure the same within twenty (20) calendar days after receipt of such notice.

(b) **No Injunctive Relief:** Producer hereby acknowledges and expressly agrees that in no event shall Producer be entitled to terminate or rescind the Agreement, nor to obtain injunctive relief with respect to the exercise by Company of the rights granted hereunder or otherwise in connection with the Program or to enjoin or otherwise impede the development,

production, distribution and/or exploitation of the Program, it being understood and expressly agreed herein that Producer's sole remedy for any claim arising hereunder or otherwise related to the Program shall be an action at law for money damages.

(c) Remedies Cumulative: All remedies accorded herein or otherwise available to Company shall be cumulative, and no one such remedy shall be exclusive of any other. The commencement or maintaining of any action by Company shall not constitute an election on Company's part to terminate the Agreement, Producer's services or engagement hereunder, nor constitute or result in the termination of Producer's services or engagement hereunder unless Company shall expressly so elect by written notice to Producer. The pursuit of any remedy by Company under the Agreement or otherwise shall not be deemed to waive any other or different remedy which may be available to Company under the Agreement or otherwise, either at law or in equity. The termination of the Agreement or Producer's services or engagement hereunder, for any reason, shall not affect Company's rights in and to the Material, the Program or any elements thereof or rights granted herein.

(d) Attorneys' Fees and Costs: In the event legal action is required to enforce this Agreement or any portion thereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees.

06 / 03 / 2013

SCHEDULE II

APPROVED DELIVERY SCHEDULE

[To be attached]

06 / 03 / 2013

EXHIBIT A

CERTIFICATE OF EMPLOYMENT

[To be attached]

06 / 03 / 2013

ARTIST OFFER AGREEMENT

This offer agreement ("Agreement"), is made and entered into as of November 5, 2012 between IC Places Inc ("Network") and Aaron Sherry ("Artist") in regards to the motion picture project currently entitled "Zombie Hunters" ("Picture"), to which Artist is inexorably tied.

Whereas, Network is making a current, active and earnest attempt to fully fund and commence production on the Picture, and, whereas Network must secure Artist Services in connection with the creation of the Picture; and

Whereas, Artist, in order to render Services, must forgo and turn away current, genuine offers of exclusive employment during the fourth (4th) quarter of 2012 and first (1st) quarter of 2013;

Now, Therefore, the parties hereby agree to the following:

1. **Engagement and Services:** Artist shall remain available and ready to render immediate creative and technical Services (including, but not limited to, duties in Writing, Development, Directing, Post Production Services and such other Services as a creator, writer or director is usually required to perform in order to make the Picture ready for final release) to Network in connection with the Picture on a pay-or-play basis, effective as of the date of this agreement.

2. **Term:** The Term of this agreement shall commence upon November 5, 2012 and shall remain in effect until March 31, 2013 or until Artist's Services are actively requested in connection with the Picture and a more formal employment agreement is executed, whichever comes first.

3. **Compensation:** If Artist Services are engaged for the Picture during the Term of this agreement, a more formal employment agreement shall be negotiated and executed whereby Artist shall be compensated a sum of no less than Seventy Five Thousand Dollars (\$75,000) to be negotiated based upon total budget of the Picture, the Artist's time involvement and in line with the guidelines set forth by the Director's Guild of America basic agreement. If Artist Services are not engaged for the Picture during the Term of this agreement, Artist shall be compensated the flat sum of Seventy Five Thousand Dollars (\$75,000), payable in 3 installments of Twenty Five Thousand Dollars (\$25,000) with the first payment due on or before March 31, 2013, the second payment due on or before June 30, 2013 and the third payment due on or before September 30, 2013.

4. **Additional Terms and Conditions:** In the case Artist's Services are engaged on the Picture, parties shall enter into a more formal employment agreement, which agreement shall incorporate the forgoing Terms as well as other customary Terms and Conditions contained in comparable agreements (including but not limited to customary representations and warranties, mutual indemnification, unique and exclusive Services, credit, contingent compensation, etc.).

5. **Representations and Warranties:** Artist and Network represent and warrant that they are free and have the right to enter into this agreement. Artist warrants that he is not subject to any agreement, obligation or disability that would prevent or interfere with rendering Services upon request of Network and execution of a more formal employment agreement. Network warrants that it is not subject to any agreement, obligation or disability which would prevent or interfere with it adhering to the Terms set forth in this agreement.

Accepted and agreed to:

Steven Samblis

IC Places, Inc.

(NETWORK)



Aaron Sherry
7604 Genesta Ave
Lake Balboa, CA 91406
(ARTIST)

06/03/2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Stephen M. Kernan, SBN 181747
The Kernan Law Firm
9663 Santa Monica Boulevard, Suite 450
Beverly Hills, California 90210
TELEPHONE NO.: (310) 490-9777 FAX NO.: (310) 861-0503
ATTORNEY FOR (Name): kernanlaw@gmail.com

FOR COURT USE ONLY
FILED
LOS ANGELES SUPERIOR COURT
JUN 03 2013
JOHN A. CLARKE, CLERK
BY AMBER HAYES, DEPUTY

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

CASE NAME:
Aaron Sherry v. IC Punch Media, and Does 1 through 20 inclusive

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:
BC510743
JUDGE:
DEPT:

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

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input checked="" type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|

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): 1. Breach of Written Contract
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: May 31, 2013
Stephen M. Kernan
(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.

CIVIL CASE COVER SHEET

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

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SHORT TITLE:

Aaron Sherry v. IC Punch Media, et al.

CASE NUMBER

BC510743

**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 3 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)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office |
|---|---|

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

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

SHORT TITLE:

Aaron Sherry v. IC Punch Media, et al.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
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.

SHORT TITLE:

Aaron Sherry v. IC Punch Media, 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
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 <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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

REASON: Check the 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 type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS:
CITY: Los Angeles	STATE: CA	ZIP CODE: 90028	

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: May 31, 2013



 (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.

06/03/12