



1 for the character "Louie" who is a cartoon character on the television series The Simpsons. SIVERO is  
2 the originator of the idea and character of Louie (Further discussed below).

3 **B. DEFENDANTS**

4 2. Plaintiffs are informed and believe and thereon allege that Defendant FOX  
5 TELEVISION STUDIOS, INC. (hereinafter referred to as "FOX") was and is at all times relevant herein  
6 a California entity, doing business in California, with a business address at 10201 W. Pico Blvd., Los  
7 Angeles, CA 90035, and at all times relevant herein, a citizen now and then of the State of California.

8 3. Plaintiffs are informed and believe and thereon allege that Defendant 21ST  
9 CENTURY FOX AMERICA (hereinafter referred to as "21<sup>ST</sup> CENTURY") was and is at all times  
10 relevant herein a California entity, doing business in California, with a business address at located  
11 at 1211 Ave. of the Americas, New York, NY 10036, and at all times relevant herein, a citizen  
12 now and then of the State of California.

13 4. Plaintiff is informed and believes and thereon alleges that individual MATTHEW  
14 ABRAM GROENING is an American cartoonist, screenwriter, producer, animator, author,  
15 musician, comedian, and voice actor. Defendant GROENING is the creator of the co-creator of a  
16 successful television series, The Simpsons, which originally aired in 1989 to the present.  
17 Defendant GROENING has won 12 Primetime Emmy Awards for this television series.

18 5. The true names and capacities of Defendants sued herein as DOES 1 through 10,  
19 inclusive, whether corporate, associate or otherwise are unknown to Plaintiff at this time and  
20 Plaintiff, therefore, sues said Defendants by such fictitious names. Plaintiff is informed and  
21 believes and thereon alleges that said fictitiously named Defendants are in some manner  
22 responsible for the events and happenings alleged herein.

23 6. Plaintiff is informed and believes and thereon alleges that at all times relevant  
24 herein, each Defendant was acting for his or its own personal account and as an agent, servant,  
25 employee, employer, trustee, trustor, representative, fiduciary, partner, co-venturer, officer,  
26 director, stockholder, principal or co-conspirator of each of the other Defendants, and as such was  
27 acting within the scope, course, and purpose of such authority, service, agency, fiduciary capacity,  
28 special trust partnership, employment or conspiracy.

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10201 W. PICO BLVD.

1           7.     Plaintiff is further informed and believes and thereon alleges that each Defendant  
2 induced, collaborated, agreed with, conspired or otherwise participated in the events constituting  
3 this Complaint; and thus, is responsible in some manner for the events and happenings, and  
4 proximately caused the injuries and damages as herein alleged.

5     **C.     FACTS**

6           1.     In or around 1989, SIVERO was living in an apartment complex located in  
7 Sherman Oaks, CA.

8           2.     The writers of THE SIMPSONS (discussed below) also lived in this same complex  
9 during the same period of time as SIVERO; SIVERO in unit 210, and the writers in 209. During  
10 this time, both writers knew who SIVERO was, and they saw each other almost every day. They  
11 knew he was developing the character he was to play in the movie *Goodfellas*, a movie SIVERO  
12 did in 1989. In fact, they were aware the entire character of "Frankie Carbone" was created and  
13 developed by SIVERO, who based this character on his own personality.

14           3.     THE SIMPSONS' Producer James L. Brooks was highly aware of who SIVERO  
15 was, the fact that he created the role of Frankie Carbone, and that THE SIMPSONS character  
16 Louie would be based on this character. It was in fact SIVERO who developed the character based  
17 on his own. (i.e., SIVERO was not restricted to a script.)

18           4.     *Goodfellas* was released in 1990, and performed well at the box office, grossing  
19 \$46.8 million domestically, well above its \$25 million budget. It also received positive reviews  
20 from critics. The film was nominated for six Academy Awards, including Best Picture and Best  
21 Director, and won the Best Actor in a Supporting Role category. Scorsese's film won five awards  
22 from the British Academy of Film and Television Arts, including Best Film, and Best Director.  
23 The film was named Best Film of the year by various film critics groups. *Goodfellas* is often  
24 considered one of the greatest films of all time, both in the crime genre and in general, and was  
25 deemed "culturally significant" and selected for preservation in the National Film Registry by the  
26 United States Library of Congress.

27           5.     Just one year later, THE SIMPSONS went on to base one of their "Wise Guy"  
28 characters on the character Frankie Carbone, a character played and developed by SIVERO.

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1           6.     THE SIMPSONS TV series. In or around 1989, a television series commonly  
2 known as THE SIMPSONS was created. THE SIMPSONS is an American animated television  
3 sitcom starring the animated Simpson family, which was created by Mr. Groening.

4           7.     Over the years, THE SIMPSONS were known for basing characters on the  
5 television series on those of real life people and real life characters.

6           8.     The character "Louie", a mafiosa and second in command to Springfield mob boss  
7 "Fat Tony", from THE SIMPSONS is based largely on SIVERO, especially as he appeared in  
8 *Goodfellas*, a movie based on wise guys that was released in 1990.

9           9.     Louie's appearance and mannerisms are strongly evocative of character actor Frank  
10 Sivero, who has played gangster roles in films such as *Goodfellas* and *The Godfather Part II*. Also,  
11 according to Dan Castellaneta, he modeled his voice after Italian American actor, Joe Pesci, who  
12 also had a role in *Goodfellas*.

13           10.    LOUIE. Louie is a member of the Springfield Mafia. He accompanies Fat Tony and  
14 Legs. The three are referred to as "Wise Guys". He has curly black hair. Louie is the "muscle", as  
15 well as Legs. Fat Tony is his boss and he always listens to him, doing whatever he's told. He isn't  
16 afraid to kill or wound anyone who gets in his way. LOUIE first appeared in the THE SIMPSONS  
17 in the episode called "*Bart the Murderer*." "*Bart the Murderer*" is the fourth episode of THE  
18 SIMPSONS Season 3, which first aired on October 10, 1991. LOUIE went on to appear on 15  
19 additional episodes<sup>1</sup> of THE SIMPSONS, the last of which, ("*What to Expect When Bart's*  
20 *Expecting*") aired on April 27, 2014.

21           11.    THE SIMPSONS was also made into a movie. THE SIMPSONS Movie is the only  
22 feature length film adaptation of THE SIMPSONS. It was produced by Gracie Films for 20th  
23 Century Fox with animation produced by Film Roman and Rough Draft Studios and was released  
24 worldwide July 27, 2007.

25  
26           <sup>1</sup> "Homie the Clown", "A Fish Called Selma", "Trilogy of Error", "Insane Clown Poppy", "Mayored to the Mob",  
27 "The Twisted World of Marge Simpson", "The Great Louse Detective", "Mr. Spritz Goes to Washington", "The  
28 Mook, the Chef, the Wife and Her Homer", "Midnight Towboy", "Waverly Hills 9-0-2-1-D'oh", "Chief of Hearts",  
"Donnie Fatso", "A Midsummer's Nice Dream", "What to Expect When Bart's Expecting"

1           12.    THE SIMPSONS was also made into a video game: *The Simpsons: Hit and Run* is  
2 an award-winning video game based on THE SIMPSONS. It was released for the PlayStation 2,  
3 Xbox, GameCube and Microsoft Windows in North America on September 16, 2003, in Europe  
4 on October 31, 2003 and in Japan on December 25, 2003. It was developed by Radical  
5 Entertainment and was published by Vivendi Universal. It is cited by video game critics and fans  
6 as the best Simpsons video game ever made. The game follows the Simpson family and the  
7 citizens of Springfield, who witness many strange incidents that occur in Springfield. Mysterious  
8 Black Vans are lurking around, Mysterious Wasp Cameras are spying on people's privacy and a  
9 mysterious new cola has popped up. It is up to Homer and co. to solve this mystery and return  
10 Springfield to its original state. Louie appears on Level 28.

11           13.    THE SIMPSONS was also made into a mobile video game: *The Simpsons: Tapped*  
12 *Out* is a mobile app from EA that is available for iOS and Android devices. It features characters,  
13 buildings, and other significant elements of THE SIMPSONS. The app was first released for iOS  
14 in the US on March 1, 2012 and in the UK on 29 February 2012. Due to server errors, the game  
15 was removed from the App Store in April and disabled in June. In August 2012, the app was re-  
16 released. The Android version became available on Google Play in February 2013. In October  
17 2012 the app got a Halloween update based on Treehouse of Horror. In November 2012 the app  
18 received a Thanksgiving update. In December, the app received a Christmas update in which the  
19 Springfield landscape was covered in snow. In February 2013, the app received a Valentine's Day  
20 update in which players received "hearts" from friends and using them to purchase limited-time  
21 Valentine's decorations, including the *I Choo Choo Chose You Train*. In March 2013, the app got a  
22 St. Patrick's update, and all the water in Springfield has turned green.

23           14.    To date, THE SIMPSONS has grossed over 12 billion dollars. THE SIMPSONS  
24 continues to be broadcast on television worldwide, and has created a market for various products,  
25 including memorabilia, apparel, music, videos, internet streaming services, DVD's toys, games, .  
26 and a variety of Simpsons related items (e.g. roller-coaster rides, lunch boxes, etc.)

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1 15. In fact, in or around the beginning or middle of 2014, FOX entered into a deal with  
2 television network FXX, wherein FXX was given a license to air every single episode on their  
3 network; the episodes first aired in or around August 2014.

4 16. THE SIMPSONS' continued use of SIVERO'S image and likeness for commercial  
5 purposes are all done without SIVERO'S consent and without compensating SIVERO.

6 17. Over the years, SIVERO was told by Gracie Films that, "*he [SIVERO] would be*  
7 *part of the future*" in connection to the success of THE SIMPSONS. He was promised that they  
8 would make a film together; but it never happened. On one occasion, at a party in or around  
9 1995/96, SIVERO had another conversation with Mr. Brooks where SIVERO stated, "It's about  
10 time we do something together." Mr. Brooks said yes, but this again never materialized.

11 18. SIVERO believes that Gracie Films never intended to make a film with SIVERO,  
12 and that they were simply studying him further for the character Louie.

13  
14  
15 **II.**

16 **JURISDICTION**

17 19. Defendant FOX is a California corporation with its principal place of business in  
18 California.

19 20. Defendant 21<sup>st</sup> CENTURY has minimum contacts with the state of California.

20 21. Personal Jurisdiction, etc.

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III.

CAUSES OF ACTION

COUNT I

COMMON-LAW INFRINGEMENT OF RIGHT OF PUBLICITY

(Against ALL DEFENDANTS)

22. Plaintiff re-alleges and reincorporates each and every allegation contained in all previous paragraphs of all previous sections and subsequent Causes of Action in this Complaint, inclusive, as though fully set forth herein.

23. Defendants have infringed upon and misappropriated Plaintiff's name and likeness in the promotion of THE SIMPSONS franchise, thereby causing injury to plaintiff.

24. As a direct and proximate result of Defendants' violation of Plaintiff's right to his own publicity, as described herein, Plaintiff has suffered, and continues to suffer severe financial damages in the form of lost income Plaintiff should have received in compensation for his name and likeness being used in the manner described herein.

25. Defendants' infringement and misappropriation of plaintiff's name and likeness was intentional, deliberate, wilful and/or in reckless disregard of the injuries they would cause to the plaintiff.

COUNT II

MISAPPROPRIATION OF LIKENESS

VIOLATION OF PLAINTIFF'S RIGHT OF PUBLICITY

(Against ALL DEFENDANTS)

26. Plaintiff re-alleges and reincorporates each and every allegation contained in all previous paragraphs of all previous sections and subsequent Causes of Action in this Complaint, inclusive, as though fully set forth herein.

27. Defendants have used, and continue to use, in violation of Cal.Civ.Code § 3344, the name and likeness of plaintiff in the promotion of THE SIMPSONS Franchise, in order to enhance the sales of products associated therewith, and in order to enhance Defendants' own image.

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1 28. Defendants' misappropriation of plaintiff's name and likeness provides defendant  
2 with a commercial advantage by increasing the appeal and sales of products associated with  
3 defendant.

4 29. Defendants have never secured the consent of Plaintiff, either in writing or orally,  
5 to use plaintiff's name in likeness in the manner described herein, nor in any manner whatsoever.

6 30. Defendants were at all times relative hereto aware that the use of Plaintiff's name  
7 or likeness as alleged herein was not authorized by Plaintiff.

8 31. As a direct and proximate result of Defendants' violation of Plaintiff's right to his  
9 own publicity, as described herein, Plaintiff has suffered, and continues to suffer severe financial  
10 damages in the form of lost income Plaintiff should have received in compensation for his name  
11 and likeness being used in the manner described herein.

12  
13 **COUNT III**

14 **MISAPPROPRIATION OF IDEAS**

15 **(Against ALL DEFENDANTS)**

16 32. Plaintiff re-alleges and reincorporates each and every allegation contained in all  
17 previous paragraphs of all previous sections and subsequent Causes of Action in this Complaint,  
18 inclusive, as though fully set forth herein.

19 33. Plaintiff is the originator of the idea, namely the character of Frankie Cordon, who  
20 THE SIMPSONS character LOUIE was based on.

21 34. Plaintiff prepared the idea by means of creating and developing the character for a  
22 role in the movie *Goodfellas*.

23 35. That on or about 1990, Plaintiff disclosed the idea to the Defendants.

24 36. That on or about 1990, Defendants voluntarily accepted the disclosure of the idea,  
25 knowing the conditions on which the idea was tendered.

26 37. Said acts of Defendants constitute Misappropriation of Ideas and Breach of  
27 Implied-in-Fact Contract.

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**COUNT IV**

**INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

**(Against ALL DEFENDANTS)**

38. Plaintiff re-alleges and reincorporates each and every allegation contained in all previous paragraphs of all previous sections and subsequent Causes of Action in this Complaint, inclusive, as though fully set forth herein.

39. During the time of Defendants' misappropriation, Plaintiff stood to benefit, as an imminently recognizable character actor, from the licensing or other authorized use of his name or likeness.

40. Plaintiff intended to, and would have been able to, capitalize on his name, likeness, and persona through licensing transactions with other media productions, further development and monetization of the character he created through other productions, and/or development of alternative characters to be sold and performed in other media productions.

41. Plaintiff has been denied this prospective economic advantage due to Defendants' infringement and misappropriation of Plaintiff's name and likeness. Defendants' infringement and misappropriation of Plaintiff's name and likeness reduced the likelihood of Plaintiff profiting from the use of his character in another production, diluted the value of the character created by plaintiff, and contributed to the "type-casting" of Plaintiff (whereby Plaintiff's future prospects for acting roles became limited to those exhibiting the character traits he portrayed in the past.)

42. Defendants knew or should have known of Plaintiff's prospective economic advantage in his own likeness, and acted intentionally, wilfully and/or with reckless disregard to Plaintiff's prospective economic advantage.

43. As a direct and proximate result of Defendants' interference with Plaintiff's prospective economic advantage, Plaintiff has been damaged in an amount to be proven at trial.

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1 COUNT V

2 UNJUST ENRICHMENT

3 (Against ALL DEFENDANTS)

4 44. Plaintiff re-alleges and reincorporates each and every allegation contained in all  
5 previous paragraphs of all previous sections and Causes of Action this Complaint, inclusive, as  
6 though fully set forth herein.

7 45. As alleged hereinabove, Defendant has misappropriated Plaintiff's name and  
8 likeness, without plaintiff's consent, and without compensating plaintiff, and has profited from  
9 such misconduct through the added sales appeal of Plaintiff's name lends to defendant and THE  
10 SIMPSONS Franchise.

11 46. As a result of such misconduct, defendant has been unjustly enriched, and is in  
12 possession of money that in good conscience and justice belongs to plaintiff.

13 47. As a direct and proximate result of defendant's acts of misappropriation and unjust  
14 enrichment, plaintiff has suffered damages in the form of profits defendant has earned from  
15 increased sales of products associated with THE SIMPSONS Franchise, a portion of which profits  
16 should be disgorged to plaintiff.

17  
18 ALLEGATION OF DAMAGE

19 (Inadequate Remedy at Law)

20 48. Defendant threatens to continue to do the acts complained of herein, and unless  
21 restrained and enjoined, will continue to do so, all to plaintiff's irreparable damage. It would be  
22 difficult to ascertain the amount of compensation which could afford plaintiff adequate relief for  
23 such continuing acts, and a multiplicity of judicial proceedings would be required. Plaintiff's  
24 remedy at law is not adequate to compensate it for injuries threatened.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays:

49. (Injunctive Relief for Infringement Under California Law)

50. That this Court grant an injunction pursuant to the power granted it under CAL. CIV. CODE §3426.2(a), enjoining and restraining Defendants and their agents, servants, and employees from directly or indirectly using Plaintiff's confidential idea.

51. That Defendants be required to account to Plaintiff for any and all profits derived by Defendants from the use of Plaintiff's confidential idea.

52. That this Court award damages for actual loss against Defendants in for of Plaintiff in the sum of \$50,000,000.00 by reason of Defendants' improper infringement and misappropriation of Plaintiff's name and likeness.

53. That this Court award damages for actual loss against Defendants in for of Plaintiff in the sum of \$100,000,000.00 by reason of Defendants' improper interference with Plaintiff's prospective economic advantage.

54. That this Court award damages for actual loss against Defendants in favor of Plaintiff in the sum of \$50,000,000.00 by reason of Defendants' improper appropriation of Plaintiff's confidential idea.

55. That this Court award Exemplary Damages under CAL. CIV. CODE §3426.3(c)

56. That this Court award exemplary damages against Defendants and in favor of plaintiff in the sum of \$50,000,000.00 by reason of Defendants' improper appropriation of Plaintiff's confidential idea.

57. That costs of this action be awarded Plaintiff.

58. That this is an exceptional case and that Plaintiff be awarded its reasonable attorney fees.

59. That this Court grant such other and further relief as it shall deem just.

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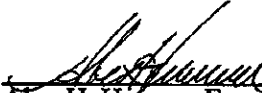
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1 DATED: October 15, 2014

Respectfully Submitted,

2 HERRERA & ASSOCIATES, P.C.

3  
4 By:   
5 Alex H. Herrera, Esq.  
6 Attorney for Plaintiff,  
7 FRANK SIVERO

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**VERIFICATION**

I am a party to this action, and I have read the foregoing VERIFIED COMPLAINT and know its contents. The matters stated in the VERIFIED COMPLAINT are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 17, 2014, at Los Angeles, CA.

  
FRANK SIVERO

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Alex H. Herrera, Esq. (S.B.N. 284712)  
 HESS, HESS & HERRERA, P.C.  
 468 North Camden Drive, Suite 200  
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 TELEPHONE NO.: 213-373-1119 FAX NO.: 213-403-5143  
 ATTORNEY FOR (Name): FRANK SIVERO

FOR COURT USE ONLY  
**FILED**  
 Superior Court of California  
 County of Los Angeles  
 OCT 21 2014  
 Sheri R. Carter, Executive Officer/Clerk  
 By [Signature] Deputy  
 Shaunya Bolden

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
 STREET ADDRESS: 111 N. Hills St.  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Los Angeles, 90012  
 BRANCH NAME: Central District

CASE NAME:  
 Frank Sivero v. Fox Television Studios, Inc., 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:  
**BC 561200**  
 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><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (48) <p><b>Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other P/DP/WD (23) <p><b>Non-P/DP/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-P/DP/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input checked="" type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|---|--|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): FIVE (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: October 21, 2014  
 Alex H. Herrera, Esq. (S.B.N. 284712)  
 (TYPE OR PRINT NAME) [Signature] (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.

ORIGINAL

**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**

|   |   |  |
|---|---|--|
| <p><b>Auto Tort</b><br/>                 Auto (22)—Personal Injury/Property Damage/Wrongful Death<br/>                 Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)<br/> <b>Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br/>                 Asbestos (04)<br/>                 Asbestos Property Damage<br/>                 Asbestos Personal Injury/Wrongful Death<br/>                 Product Liability (not asbestos or toxic/environmental) (24)<br/>                 Medical Malpractice (45)<br/>                 Medical Malpractice—Physicians &amp; Surgeons<br/>                 Other Professional Health Care Malpractice<br/>                 Other P/IPD/WD (23)<br/>                 Premises Liability (e.g., slip and fall)<br/>                 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)<br/>                 Intentional Infliction of Emotional Distress<br/>                 Negligent Infliction of Emotional Distress<br/>                 Other P/IPD/WD<br/> <b>Non-P/IPD/WD (Other) Tort</b><br/>                 Business Tort/Unfair Business Practice (07)<br/>                 Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)<br/>                 Defamation (e.g., slander, libel) (13)<br/>                 Fraud (16)<br/>                 Intellectual Property (19)<br/>                 Professional Negligence (25)<br/>                 Legal Malpractice<br/>                 Other Professional Malpractice (not medical or legal)<br/>                 Other Non-P/IPD/WD Tort (35)<br/> <b>Employment</b><br/>                 Wrongful Termination (36)<br/>                 Other Employment (15)</p> | <p><b>Contract</b><br/>                 Breach of Contract/Warranty (06)<br/>                 Breach of Rental/Lease<br/>                 Contract (not unlawful detainer or wrongful eviction)<br/>                 Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)<br/>                 Negligent Breach of Contract/Warranty<br/>                 Other Breach of Contract/Warranty<br/>                 Collections (e.g., money owed, open book accounts) (09)<br/>                 Collection Case—Seller Plaintiff<br/>                 Other Promissory Note/Collections Case<br/>                 Insurance Coverage (not provisionally complex) (18)<br/>                 Auto Subrogation<br/>                 Other Coverage<br/>                 Other Contract (37)<br/>                 Contractual Fraud<br/>                 Other Contract Dispute<br/> <b>Real Property</b><br/>                 Eminent Domain/Inverse Condemnation (14)<br/>                 Wrongful Eviction (33)<br/>                 Other Real Property (e.g., quiet title) (28)<br/>                 Writ of Possession of Real Property<br/>                 Mortgage Foreclosure<br/>                 Quiet Title<br/>                 Other Real Property (not eminent domain, landlord/tenant, or foreclosure)<br/> <b>Unlawful Detainer</b><br/>                 Commercial (31)<br/>                 Residential (32)<br/>                 Drugs (36) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)<br/> <b>Judicial Review</b><br/>                 Asset Forfeiture (05)<br/>                 Petition Re: Arbitration Award (11)<br/>                 Writ of Mandate (02)<br/>                 Writ—Administrative Mandamus<br/>                 Writ—Mandamus on Limited Court Case Matter<br/>                 Writ—Other Limited Court Case Review<br/>                 Other Judicial Review (39)<br/>                 Review of Health Officer Order<br/>                 Notice of Appeal—Labor Commissioner Appeals</p> | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b><br/>                 Antitrust/Trade Regulation (03)<br/>                 Construction Defect (10)<br/>                 Claims Involving Mass Tort (40)<br/>                 Securities Litigation (28)<br/>                 Environmental/Toxic Tort (30)<br/>                 Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)<br/> <b>Enforcement of Judgment</b><br/>                 Enforcement of Judgment (20)<br/>                 Abstract of Judgment (Out of County)<br/>                 Confession of Judgment (non-domestic relations)<br/>                 Sister State Judgment<br/>                 Administrative Agency Award (not unpaid taxes)<br/>                 Petition/Certification of Entry of Judgment on Unpaid Taxes<br/>                 Other Enforcement of Judgment Case<br/> <b>Miscellaneous Civil Complaint</b><br/>                 RICO (27)<br/>                 Other Complaint (not specified above) (42)<br/>                 Declaratory Relief Only<br/>                 Injunctive Relief Only (non-harassment)<br/>                 Mechanics Lien<br/>                 Other Commercial Complaint Case (non-tort/non-complex)<br/>                 Other Civil Complaint (non-tort/non-complex)<br/> <b>Miscellaneous Civil Petition</b><br/>                 Partnership and Corporate Governance (21)<br/>                 Other Petition (not specified above) (43)<br/>                 Civil Harassment<br/>                 Workplace Violence<br/>                 Elder/Dependent Adult Abuse<br/>                 Election Contest<br/>                 Petition for Name Change<br/>                 Petition for Relief From Late Claim<br/>                 Other Civil Petition</p> |
|---|---|--|

10/12/17

|   |             |
|---|-------------|
| SHORT TITLE:<br>Frank Sivero v. Fox Television Studios, Inc., et al | CASE NUMBER |
|---|-------------|

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 10-15  HOURS/  DAYS

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

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

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

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

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

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

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

|   | <b>A</b><br>Civil Case Cover Sheet<br>Category No.                    | <b>B</b><br>Type of Action<br>(Check only one)   | <b>C</b><br>Applicable Reasons -<br>See Step 3 Above |
|---|---|--|--|
| <b>Auto Tort</b>  | 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.   |
| <b>Other Personal Injury/Property<br/>Damage/Wrongful Death Tort</b>                | Asbestos (04)   | <input type="checkbox"/> A6070 Asbestos Property Damage  | 2.   |
|   |   | <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death   | 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., 2., 4.   |
|   |   | <input type="checkbox"/> A7240 Other Professional Health Care Malpractice  | 1., 2., 4.   |
|   | Other<br>Personal Injury<br>Property Damage<br>Wrongful Death<br>(23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)  | 1., 2., 4.   |
|   |   | <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) | 1., 2., 4.   |
| <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress         |   | 1., 2., 3.   |  |
| <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death |   | 1., 2., 4.   |  |
| <b>Non-Personal Injury/Property<br/>Damage/Wrongful Death Tort</b>                  | Business Tort (07)  | <input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)                  | 1., 2., 3.   |
|   | Civil Rights (08)   | <input type="checkbox"/> A6005 Civil Rights/Discrimination   | 1., 2., 3.   |
|   | Defamation (13)   | <input type="checkbox"/> A6010 Defamation (slander/libel)  | 1., 2., 3.   |
|   | Fraud (16)  | <input type="checkbox"/> A6013 Fraud (no contract)   | 1., 2., 3.   |



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

Employment

Contract

Real Property

TORT REVIEW  
Judicial Review Unlawful Detainer

|   |             |
|---|-------------|
| SHORT TITLE:<br>Frank Sivero v. Fox Television Studios, Inc., et al | CASE NUMBER |
|---|-------------|

| A<br>Civil Case Cover<br>Sheet Category No.      | B<br>Type of Action<br>(Check only one)   | C<br>Applicable Reasons<br>-See Step 3 Above       |
|--|---|--|
| Professional Negligence (25)                     | <input type="checkbox"/> A6017 Legal Malpractice<br><input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)  | 1., 2., 3.<br>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<br><input type="checkbox"/> A6109 Labor Commissioner Appeals   | 1., 2., 3.<br>10.                                  |
| Breach of Contract/Warranty (08) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)<br><input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br><input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)<br><input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., 5.<br>1., 2., 5.<br>1., 2., 5.       |
| Collections (09)                                 | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff<br><input type="checkbox"/> A6012 Other Promissory Note/Collections Case   | 2., 5., 6.<br>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<br><input type="checkbox"/> A6031 Tortious Interference<br><input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)  | 1., 2., 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14)         | <input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____   | 2.   |
| Wrongful Eviction (39)                           | <input type="checkbox"/> A6023 Wrongful Eviction Case   | 2., 6.   |
| Other Real Property (26)                         | <input type="checkbox"/> A6018 Mortgage Foreclosure<br><input type="checkbox"/> A6032 Quiet Title<br><input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)  | 2., 6.<br>2., 6.<br>2., 6.                         |
| Unlawful Detainer-Commercial (31)                | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)  | 2., 6.   |
| Unlawful Detainer-Residential (32)               | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)   | 2., 6.   |
| Unlawful Detainer-Drugs (38)                     | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs  | 2., 6.   |
| Asset Forfeiture (05)                            | <input type="checkbox"/> A6108 Asset Forfeiture Case  | 2., 6.   |
| Petition re Arbitration (11)                     | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration  | 2., 5.   |

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| SHORT TITLE:<br>Frank Sivero v. Fox Television Studios, Inc., et al | CASE NUMBER |
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

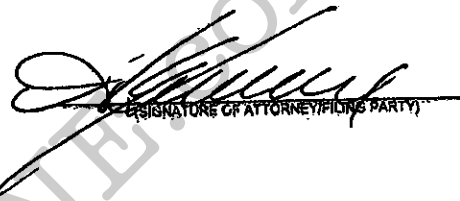
|   |             |
|---|-------------|
| SHORT TITLE:<br>Frank Sivero v. Fox Television Studios, Inc., et al | CASE NUMBER |
|---|-------------|

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 NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE   |              | ADDRESS:<br>10201 W. Pico Blvd. |  |
| <input checked="" 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. |              |                                 |  |
| CITY:<br>Los Angeles   | STATE:<br>CA | ZIP CODE:<br>90035              |  |

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

Dated: October 21, 2014

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

10/21/2014