

DIO Michael Imfeld

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FILED
Los Angeles Superior Court

AUG 17 2012

Roy Colbert
167 Downing Drive
Rialto, California 92877
(909) 562-9579

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY, Deputy

In Propria Persona

FEE WAIVER

Pending

AUG 17 2012

Filed in Forma Pauperis (CRC 3.50, et seq.) per order dated: _____
Amount recoverable pursuant to GC §68637 \$435.
Plus a one time administrative fee upon judgment if the party becomes a judgment creditor (GC §6103.5, 68638)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
BC 495905

ROY COLBERT, an individual,

Case No.:

Plaintiff,

COMPLAINT FOR:

1. BREACH OF IMPLIED CONTRACT
2. BREACH OF CONFIDENCE
3. ACCOUNTING

v.

JURY TRIAL DEMANDED

A&E TELEVISION NETWORKS, LLC, a
Delaware Limited Liability Company;
TRACY LAUREN MARROW, an individual,
a.k.a. ICE-T; and DOES 1-10, inclusive,

[UNLIMITED JURISDICTION]

Defendants.

GENERAL ALLEGATIONS

1. Plaintiff, ROY COLBERT, an individual, hereby complains and alleges as follows:
2. Plaintiff, ROY COLBERT, (hereinafter referred to as "COLBERT"), is, and at all times herein mentioned was, an individual doing business in the County of Los Angeles, State of California.
3. Plaintiff is informed and believes, and based upon such information and belief alleges that Defendant A&E TELEVISION NETWORKS, LLC (hereinafter referred to as

08/17/12

1 "A&E"), was and now is a Delaware limited liability company doing business throughout
2 California, including Los Angeles County.

3 4. Plaintiff is informed and believes, and based upon such information and belief
4 alleges that Defendant TRACY LAUREN MARROW, an individual a.k.a. ICE-T (hereinafter
5 referred to as "MARROW"), was and now is an individual doing business throughout
6 California, including Los Angeles County.

7 5. Plaintiff is unaware of the true names and capacities, whether individual,
8 corporate, associate or otherwise, of defendants sued herein as DOES 1-10 and therefore sues
9 such defendants by such fictitious names. Plaintiff will ask leave of the Court to amend this
10 Complaint to state the true names and capacities of said defendants when the same have been
11 ascertained. Plaintiff is informed and believes, and based upon such information and belief
12 alleges that each of the fictitiously named defendants is responsible in some manner for the
13 occurrences herein alleged and that Plaintiff's injuries were proximately caused thereby.

14 6. Plaintiff is informed and believes, and based on this information and belief
15 alleges, that at all times mentioned in this Complaint, A&E, MARROW and Does 1-10, and
16 each of them, were the agents and employees of their co-defendants, and in doing the things
17 alleged in this Complaint were acting within the course and scope of such agency and
18 employment.

19 **FIRST CAUSE OF ACTION**

20 **BREACH OF IMPLIED CONTRACT**

21 **(Against A&E, MARROW and DOES 1-10)**

22 7. COLBERT incorporates by reference all prior paragraphs as though fully set
23 forth herein.

24 8. A&E, MARROW, and Does 1-10, and each of them, are liable to COLBERT
25 under Section 1621 of the Civil Code for the damages to COLBERT for breach of an implied
26 contract as alleged below.

27 9. On or around August 7, 2008, COLBERT, provided to A&E via its agent
28 COLLEEN CONWAY, Director, Non-Fiction and Alternative Programming for A&E, an idea

1 for a documentary drama series (also known as a "docu-drama" in the television industry),
2 focused on stopping gang violence in Los Angeles County and obtaining peace between warring
3 gangs in Los Angeles County, the working title for which was "Banging Peace" (hereinafter the
4 "Banging Peace Idea"). The Banging Peace Idea was conceived and devised by COLBERT
5 based on his experiences documenting the efforts to stop gang violence starting in 2004. The
6 Banging Peace Idea was presented to A&E as a television series that travels through each gang
7 hood in Los Angeles County to conduct an open dialog with the gangs to find out what will
8 produce peace, then have a team go out and introduce each warring gang, make contact with the
9 participants, identify the cause and try to resolve the problem.

10 10. On or around November 20, 2011, COLBERT provided to MARROW, via his
11 manager Chris Smith, the Banging Peace Idea, as described herein above.

12 11. The Banging Peace Idea was submitted by COLBERT to A&E, MARROW and
13 Does 1-10, and each of them, with the expectation, fully and clearly understood by A&E,
14 MARROW and Does 1-10, and each of them, that the Banging Peace Idea was to be used only
15 if COLBERT was involved with the production of any show resulting from the Banging Peace
16 Idea and COLBERT would be compensated for its use by A&E, MARROW, and Does 1-10,
17 and each of them.

18 12. A&E, MARROW and Does 1-10, and each of them, breached the implied
19 contract by using the Banging Peace Idea to create a show called "The Peacemaker" which is
20 identical to the Banging Peace Idea and which aired as a five-part docu-drama series on A&E
21 beginning December 16, 2010. COLBERT learned of "The Peacemaker" on or around August
22 24, 2010.

23 13. COLBERT has performed all obligations to A&E, MARROW and Does 1-10,
24 and each of them, except those obligations COLBERT was prevented or excused from
25 performing, as described herein.

26 14. The reasonable value of the Banging Peace Idea is in an amount to be proven at
27 trial, and is an amount not easily quantifiable due to the novelty of the Banging Peace Idea, in
28 that it was a first of its kind in the industry. By reason of the use of the Banging Peace Idea and

1 breach of the implied contract, A&E, MARROW and Does 1-10, and each of them, became
2 obligated to pay COLBERT the amount to be proven at trial and believed to be no less than
3 twenty-five thousand dollars (\$25,000.00).

4 15. As a proximate result of the breach of the implied contract by A&E, MARROW
5 and Does 1-10, and each of them, COLBERT has been damaged as follows: COLBERT has
6 suffered irreparable harm, in an amount to be proven at trial, in that due to the use of the
7 Banging Peace Idea by A&E, MARROW and Does 1-10, and each of them: (1) COLBERT will
8 no longer be able to use the Banging Peace Idea to create a docu-drama television series based
9 on the idea and he therefore is uncompensated for his rendering service to A&E, MARROW
10 and Does 1-10, and each of them; and (2) COLBERT has lost the benefit of developing and
11 manufacturing a docu-drama television series using the Banging Peace Idea that is a first-to-
12 market in the industry.

13 SECOND CAUSE OF ACTION

14 BREACH OF CONFIDENCE

15 (Against A&E, MARROW and DOES 1-10)

16 16. COLBERT incorporates by reference all prior paragraphs as though fully set
17 forth herein.

18 17. On or around August 7, 2008, COLBERT, provided in confidence to A&E via its
19 agent COLLEEN CONWAY, Director, Non-Fiction and Alternative Programming for A&E,
20 the Banging Peace Idea. The Banging Peace Idea was conceived and devised by COLBERT
21 based on his experiences documenting the efforts to stop gang violence starting in 2004. The
22 Banging Peace Idea was presented to A&E as a television series that travels through each gang
23 hood in Los Angeles County to conduct an open dialog with the gangs to find out what will
24 produce peace, then have a team go out and introduce each warring gang, make contact with the
25 participants, identify the cause and try to resolve the problem.

26 18. On or around November 20, 2011, COLBERT provided in confidence to
27 MARROW, via his manager Chris Smith, the Banging Peace Idea.
28

1 19. The Banging Peace Idea was submitted by COLBERT to A&E, MARROW and
2 Does 1-10, and each of them, with the expectation, fully and clearly understood by A&E,
3 MARROW and Does 1-10, and each of them, that the Banging Peace Idea was to be used only
4 if COLBERT was involved with the production of any show resulting from the Banging Peace
5 Idea and COLBERT would be compensated for its use by A&E, MARROW, and Does 1-10,
6 and each of them.

7 20. A&E, MARROW and Does 1-10, and each of them, accepted the submission of
8 the Banging Peace Idea in complete confidence and on the understanding that the Banging
9 Peace Idea would not be used without COLBERT's consent.

10 21. A&E, MARROW and Does 1-10, and each of them, breached the implied
11 contract by using the Banging Peace Idea without COLBERT's consent to create a show called
12 "The Peacemaker", which is identical to the Banging Peace Idea and which aired as a five-part
13 docu-drama series on A&E beginning December 16, 2010. COLBERT learned of "The
14 Peacemaker" on or around August 24, 2010.

15 22. COLBERT has performed all obligations to A&E, MARROW and Does 1-10,
16 and each of them, except those obligations COLBERT was prevented or excused from
17 performing, as described herein.

18 23. The reasonable value of the Banging Peace Idea is in an amount to be proven at
19 trial, and is an amount not easily quantifiable due to the novelty of the Banging Peace Idea, in
20 that it was a first of its kind in the industry. By reason of the use of the Banging Peace Idea and
21 breach of the implied contract, A&E, MARROW and Does 1-10, and each of them, became
22 obligated to pay COLBERT the amount to be proven at trial and believed to be no less than
23 twenty-five thousand dollars (\$25,000.00).

24 24. As a proximate result of the breach of the implied contract by A&E, MARROW
25 and Does 1-10, and each of them, COLBERT has been damaged as follows: COLBERT has
26 suffered irreparable harm, in an amount to be proven at trial, in that due to the use of the
27 Banging Peace Idea by A&E, MARROW and Does 1-10, and each of them: (1) COLBERT will
28 no longer be able to use the Banging Peace Idea to create a docu-drama television series based

1 on the idea and he therefore is uncompensated for his rendering service to A&E, MARROW
2 and Does 1-10, and each of them; and (2) COLBERT has lost the benefit of developing and
3 manufacturing a docu-drama television series using the Banging Peace Idea that is a first-to-
4 market in the industry.

5 THIRD CAUSE OF ACTION

6 ACCOUNTING

7 (Against A&E, MARROW and Does 1-10)

8 25. COLBERT incorporates by reference all prior paragraphs as though fully set
9 forth herein.

10 26. On or around August 7, 2008, COLBERT, provided in confidence to A&E via its
11 agent COLLEEN CONWAY, Director, Non-Fiction and Alternative Programming for A&E,
12 the Banging Peace Idea. The Banging Peace Idea was conceived and devised by COLBERT
13 based on his experiences documenting the efforts to stop gang violence starting in 2004. The
14 Banging Peace Idea was presented to A&E as a television series that travels through each gang
15 hood in Los Angeles County to conduct an open dialog with the gangs to find out what will
16 produce peace, then have a team go out and introduce each warring gang, make contact with the
17 participants, identify the cause and try to resolve the problem.

18 27. On or around November 20, 2011, COLBERT provided in confidence to
19 MARROW, via his manager Chris Smith, the Banging Peace Idea.

20 28. The Banging Peace Idea was submitted by COLBERT to A&E, MARROW and
21 Does 1-10, and each of them, with the expectation, fully and clearly understood by A&E,
22 MARROW and Does 1-10, and each of them, that the Banging Peace Idea was to be used only
23 if COLBERT was involved with the production of any show resulting from the Banging Peace
24 Idea and COLBERT would be compensated for its use by A&E, MARROW, and Does 1-10,
25 and each of them.

26 29. COLBERT is informed and believes, and upon such information and belief
27 alleges that A&E, MARROW, and Does 1-10, and each of them, thereafter filmed and produced
28 a five-part docu-drama series using the Banging Peace Idea called "The Peacemaker", the first

1 episode of which aired on or around December 16, 2010 and the last episode of which aired on
2 December 30, 2010.

3 30. A&E, MARROW and Does 1-10, and each of them, have used the Banging
4 Peace Idea since beginning no later than August 24, 2010, when COLBERT learned that A&E,
5 MARROW and Does 1-10 had started production of the five-part docu-drama series "The
6 Peacemaker", and possibly still continuing, and thereafter released the five-part docu-drama
7 series to the public under the name "The Peacemaker", the episodes of which first aired between
8 December 16, 2010 and December 30, 2010.

9 31. As a result of such release and the continued availability at least to the present
10 time, A&E, MARROW and Does 1-10, and each of them, have received sums of money, a
11 portion of which is due and owing to COLBERT.

12 32. The exact amounts of money received by A&E, MARROW and Does 1-10, and
13 each of them, is unknown to COLBERT and can be determined only by an accounting.

14 WHEREFORE, COLBERT prays judgment as follows:

15 **FIRST CAUSE OF ACTION**

16 **[Breach of Implied Contract – Against A&E, MARROW and DOES 1-10]**

17 As against A&E, MARROW and DOES 1-10, jointly and severally:

- 18 1. For damages according to proof; and
19 2. For interest at the legal rate from and after December 16, 2010, according to
20 proof.

21 **SECOND CAUSE OF ACTION**

22 **[Breach of Confidence- Against A&E, MARROW and DOES 1-10]**

23 As against A&E, MARROW and DOES 1-10, jointly and severally:

- 24 1. For damages according to proof; and
25 2. For interest at the legal rate from and after December 16, 2010, according to
26 proof.

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THIRD CAUSE OF ACTION

[Accounting – Against A&E, MARROW and DOES 1-10]

As against A&E, MARROW and DOES 1-10, jointly and severally:

3. For an accounting between COLBERT, A&E, MARROW, and DOES 1-10, and each of them; and

4. For payment over to COLBERT of the amount due from A&E, MARROW and DOES 1-10, and each of them, as a result of the account and interest on that amount from and after December 16, 2010, according to proof.

ON ALL CAUSES OF ACTION

1. For attorneys' fees if allowed by contract or applicable law;
2. For costs of suit; and
3. For such other and further relief as the Court deems appropriate.

DATE: August 14, 2012

By: 

ROY COLBERT, In Propria Persona

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ROY COLBERT 167 Downing Drive Rialto, California 92877 (909) 562-9579 TELEPHONE NO: _____ FAX NO: _____ ATTORNEY FOR (Name): In Propria Persona		FILED Los Angeles Superior Court AUG 17 2012 John A. Clarke, Executive Officer/Clerk By SHAUNYA WESLEY , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central District		CASE NUMBER: BC490505 JUDGE: _____ DEPT: _____
CASE NAME: Colbert v. A&E Television Networks, LLC, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <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) Non-PI/PD/WD (Other) Tort <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) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" 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 type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): _____
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

ROY COLBERT

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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 P/DPD/W (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 P/DPD/W (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/DPD/W (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress

Other P/DPD/W

Non-P/DPD/W (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-P/DPD/W 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

SHORT TITLE: Colbert v. A&E Television Networks, LLC, et al.

CASE NUMBER

BC 490505

**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 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)

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.
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 checked="" type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input checked="" type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (not insurance) (06)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 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	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <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.

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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.

1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

ADDRESS:

Address of Defendant A&E Television Networks, LLC
1925 Century Park East, Suite 900

CITY:

Los Angeles

STATE:

CA

ZIP CODE:

90067

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: _____

(SIGNATURE OF ATTORNEY/FILING PARTY)

In Propria Persona

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.