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Stone Temple Pilots, a California partnership

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1 Plaintiff Stone Temple Pilots, a California partnership, ("Plaintiff" or "STP") alleges for its
2 Complaint against Defendants Scott Weiland and DOES 1 through 30, inclusive ("Defendants"), as
3 follows:

4 **PRELIMINARY STATEMENT**

5 1. The Stone Temple Pilots ("STP" or the "Band") is one of America's most popular
6 rock bands. The Band has sold nearly 40 million records and had numerous Top 10 hits. Since
7 1992, the Band built a following of loyal fans and sold out arenas and stadiums worldwide. Their
8 music shaped a generation, and earned them a Grammy Award, American Music Awards and many
9 other accolades. The Band turned alternative rock into stadium rock.

10 2. Under the STP Partnership Agreement, the Band owns and controls the rights to the
11 STP name and trademarks, copyrights, logos, artwork and marks created and used by the Band.
12 These rights are unique and very valuable, and they are integral and highly important to the Band.

13 3. This case is about STP's former lead singer, Defendant Scott Weiland ("Weiland"),
14 violating his duties to the Band and misappropriating the Band's name and assets to further his solo
15 career. The Band has been—and is continuing to be—damaged by Weiland's actions.

16 4. STP was one of the most successful bands of the 1990s. In 2011, the Band discussed
17 commemorating the upcoming 20th anniversary of *Core*, the Band's seminal and multi-platinum
18 selling first album. The Band planned an extended reissue of *Core* including previously unreleased
19 live recordings, a tour, limited edition fan collectables and other Band products. The planned tour
20 was a once in a lifetime opportunity to celebrate the history of the Band and the album that
21 catapulted them to stardom. Very few rock bands reach a 20-year milestone.

22 5. In 2012, the Band performed a limited number of tour dates but deliberately did not
23 launch the planned *Core* commemorative tour. During the 2012 tour, Weiland's behavior began to
24 seriously harm the Band. Weiland was repeatedly one to two hours late for live performances;
25 sometimes he caused them to be canceled altogether. He missed promotional appearances and
26 disrupted other band activities. Weiland's behavior escalated to the point that he even refused to
27 have any direct communication with his fellow band members.
28

6. Weiland also refused to commit to a tour schedule that the Band agreed to involving dates in late 2012, as well as dates in the summer of 2013. Weiland breached his obligation to make the Band his "first priority commitment." Weiland caused STP to lose lucrative business opportunities for live performances and other appearances, which cost the Band millions.

7. At the time, Weiland and his team of managers and lawyers gave a myriad of excuses for Weiland's repudiation of his duties to the Band. It was all a smokescreen.

8. It later became clear that Weiland wanted to hijack the Band's 20th anniversary tour for himself. Weiland used STP's name and assets to launch a solo tour at the Band's expense. Weiland began publicizing tour dates by using the Band's name, stating that he would perform all the songs from *Core*, and using both *Core* and *Purple* (the Band's highly successful second album) to promote his performances. Weiland also used the Band's name, albums, compositions and recordings in print, on-line and other tour advertising.

9. Weiland deliberately usurped an important band opportunity to launch the *Core/Purple* 20th anniversary commemorative tour. Weiland's exploitation and misappropriation of STP assets was egregious.

10. By February 2013, the Band had had enough of Weiland's repeated wrongdoing. The Band decided to put Weiland's disruptive conduct behind them. They could no longer be held hostage by a band member who continually puts his personal interests above those of the Band, and makes fans suffer as a result. Pursuant to the STP Partnership Agreement, STP fired Weiland and expelled him from the Band.

11. After he was fired, Weiland's conduct got worse. Weiland continued to steal STP's intellectual property to promote his solo career, using STP's name, images, artwork and the names of STP's two most famous albums, *Core* and *Purple*, in promotions and advertising. Weiland has no right to use the STP name or any of the Band's assets. That name, as well as the Band's trademarks, copyrights, logos, artwork and marks, are owned by the STP Partnership.

12. STP is moving forward with a new lead singer, Chester Bennington ("Bennington") of *Linkin Park* fame. On May 18, 2013, the Band performed at the 2013 KROQ "Weenie Roast"

1 music festival to rave reviews. The Band's new single, "Out of Time," is a hit. The Band plans to
2 record a seventh studio album, its first with Bennington.

3 13. It was not enough for Weiland to usurp the Band's 20th anniversary tour and exploit
4 the Band's assets to his sole benefit, depriving the Band of millions of dollars in performance fees.
5 Now, he wants to stop his former band members from making a living. After refusing to tour with
6 STP and promoting his solo tour at the Band's expense, Weiland has turned around and threatened to
7 prevent the Band from performing without him.

8 14. On May 21, 2013, Weiland took his threats further and blatantly interfered with
9 airplay of the Band's new single and a national promotional campaign by falsely claiming that the
10 Band is somehow infringing Weiland's rights. Weiland's claims are baseless, and his attempts to
11 interfere with the Band's relationships are improper. Weiland's conduct must come to an end.

12 15. By this action, STP seeks monetary damages and declaratory and injunctive relief, to
13 stop Weiland's disruptive conduct and to prevent him from profiting at the Band's expense.

14 PARTIES AND JURISDICTION

15 16. Plaintiff Stone Temple Pilots ("STP" or the "Band") is now, and at all times
16 mentioned herein was, a partnership organized under the laws of the State of California.

17 17. Plaintiff is informed and believes, and thereon alleges, that Defendant Scott Weiland
18 ("Weiland") is an individual who resides in the County of Los Angeles in the State of California.

19 18. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 1
20 through 30, inclusive, are individually and/or jointly liable to Plaintiff for the conduct alleged herein.
21 The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants
22 DOES 1 through 30, inclusive, are unknown to Plaintiff at this time. Accordingly, Plaintiff sues
23 Defendants DOES 1 through 30, inclusive, by fictitious names and will amend this Complaint to
24 allege their true names and capacities after they are ascertained.

25 19. Plaintiff is informed and believes, and thereon alleges, that except as otherwise
26 alleged herein, each of the Defendants is, and at all times relevant to this Complaint was, the
27 employee, agent, employer, partner, joint venturer, affiliate, and/or co-conspirator of the Defendants
28 and, in doing the acts alleged herein, was acting within the course and scope of such positions at the

1 direction of, and/or with the permission, knowledge, consent and/or ratification of the other
2 Defendants. In the alternative, Plaintiff is informed and believes, and thereon alleges, that each
3 Defendant, through its acts and omissions, is responsible for the wrongdoing alleged herein and for
4 the damages suffered by Plaintiff.

5 20. At all times relevant to this Complaint, the conduct giving rise to these claims
6 occurred, in part, in the County of Los Angeles.

7 FACTUAL BACKGROUND

8 Stone Temple Pilots

9 21. STP is a hugely-popular American rock band. STP's first album, *Core*, propelled
10 them to the top of the charts. *Core* sold more than 8 million copies and spawned the radio hits "Sex
11 Type Thing," "Plush" and "Creep." The Band released five more studio albums, including the
12 hugely successful *Purple*. Upon its release in 1994, *Purple* debuted at number one in the United
13 States. By October, just four months after its release, *Purple* had sold three million copies. The
14 Band's many accolades include 16 top ten singles on the Billboard rock charts and winning a
15 Grammy Award for Best Hard Rock Performance.

16 22. After separating in 2003, STP reconvened in 2008 for a reunion tour and released a
17 self-titled album in 2010.

18 23. Until February 2013, when the Band fired Weiland, the Band retained its original
19 lineup: Weiland – lead singer, Dean DeLeo – lead guitar ("D. DeLeo"), Robert DeLeo – bass guitar
20 and vocals ("R. DeLeo"), and Eric Kretz – drums ("Kretz").

21 24. In May 2013, the Band chose Bennington to become its lead singer.

22 The STP Partnership Agreements

23 25. The STP Partnership was formed in 1992 and confirmed in written agreements in
24 1996 and 2010.

25 26. In 1996, the Band entered into a written partnership agreement (the "1996 Partnership
26 Agreement"). Pursuant to Section 10 of the 1996 Partnership Agreement, the management, conduct
27 and all decisions of STP are determined by a majority of the Partners.

28 27. After 1996, the Band had its ups and downs, as well as several hiatuses.

28. After successfully reuniting in 2008, the Band entered into another written agreement in 2010 (the "2010 Partnership Agreement"). The 2010 Partnership Agreement reaffirmed the 1996 Partnership Agreement in full, modifying a few of its provisions. The 1996 and 2010 Partnership Agreements are referred to together herein as the "STP Partnership Agreement."

29. In Paragraph 14 of the STP Partnership Agreement, the partners agreed that each band member must make the Band his "first priority commitment" over any of their other activities.

30. In Paragraph 16 of the STP Partnership Agreement, the partners also agreed that a partner may be involuntarily expelled with good cause for, among other things, "grossly negligent performance or failure of performance of material duties, repeated late or non-appearances at concerts, death or disability, and similar serious misfeasance, malfeasance and failure of performance." The partners also agreed that fraudulent conduct and intentional misrepresentation of assets of the STP Partnership would be grounds for expulsion.

31. Under the STP Partnership Agreement, the name "Stone Temple Pilots" is the exclusive property of the Partnership, not any of the individual members. The Band agreed that former band members cannot use the name STP or refer to themselves as former members of STP.

Weiland Blatantly Violates His Duties To The Band

32. The Band has had serious problems with Weiland. Weiland regularly struggled with drug addiction. He had stints in rehabilitation facilities as well as criminal arrests. That trouble has been well-publicized, including in Weiland's memoir, titled *Not Dead and Not For Sale*, which was published in 2011.

33. Throughout the years, Weiland showed up late, or sometimes not at all, for concerts. He slurred or forgot the words to songs that he wrote the lyrics for. He also forced the cancellation of many tour dates. The Band endured much strife and lost significant opportunities because of Weiland.

34. In 2011, the Band started discussing how they would celebrate the 20th anniversary of their seminal 1992 record, *Core*, as well as their successful 1994 record, *Purple*. The Band discussed various options for a tour or several tours that would celebrate these events, but one thing was sure—the Band intended to tour to commemorate these albums.

35. D. DeLeo and Weiland had a two-hour phone conversation during which they discussed the look and feel of the commemorative tour, including potential venues, stage look and recording two new songs for the tour and to be included on the planned reissue of *Core*. In addition, D. DeLeo, R. DeLeo and Kretz went to Weiland's house in January 2012 to discuss the anniversary tours of the *Core* and *Purple* record releases. It was an exciting time for the Band as they developed the concept for their 20th anniversary tour.

36. In the summer of 2012, the Band went on tour but deliberately did not do anything to commemorate the release of *Core*. That remained to be done. Unfortunately, the Band was again embroiled in strife because of Weiland's bad behavior during the tour. He was late for virtually every concert and the reviews of his performance were harsh.

37. At a show just outside Vancouver, British Columbia, Weiland was late, causing the Band to take the stage nearly two hours after their scheduled time. Fans were booing and left the concert early. The following day, Weiland's delinquency caused a tour date in Alberta to be canceled altogether. STP had successfully toured Canada many times in the past and the Band has a strong fan base there. Weiland's conduct significantly harmed STP in Canada.

38. Weiland refused to communicate directly with his band mates. After more than 20 years together, the other band members could not even get him on the phone. They had to go through managers and attorneys to transact any business with Weiland. Many simple questions were left unanswered. The other band members were unsure about what was happening with the Band or where Weiland's commitments stood.

39. In January 2013, the rest of the Band asked Weiland for a written assurance that he would show up on time to future tour dates. The Band felt they owed it to their fans to be sure that their live performances did not disappoint. Weiland not only rejected that request, but he also asked the Band to give him a bigger share of the touring receipts. The Band refused to do this.

40. Shortly thereafter, Weiland announced a solo tour with his band named the "Wildabouts." He began misusing band assets for his own benefit. Weiland prominently displayed the STP name on his tour advertisements, and he named his tour *Purple at the Core*, in a blatant attempt to usurp the Band's plan to tour and commemorate those iconic albums. He told the press

1 that he would be performing the two STP records in their entirety. Announcements for his concerts
2 listed STP more prominently than Weiland's own name, and there was no mention of his
3 "Wildabouts" band. Weiland was passing off STP as his own to confuse the public and garner
4 attention for his solo career. Some fans actually believed that the Band would be present for
5 Weiland's shows because he sometimes referred to the shows as "Scott Weiland and Stone Temple
6 Pilots." Weiland was also using "WeilandSTP" as his Twitter account, and promoted his solo show
7 via that medium.

8 41. To make matters worse, Weiland used STP master recordings for a 60-second radio
9 spot to promote his solo show. Weiland was also using *Interstate Love Song*, one of the Band's
10 biggest hits to promote his solo tour.

11 42. There was consumer confusion over Weiland's *Purple at the Core* tour. Some fans
12 thought Weiland was going to perform the *Core* and *Purple* records in their entirety; others believed
13 that they were buying tickets to a STP show and/or a show that includes STP material. Weiland's
14 intent is clear: he is promoting himself by misappropriating STP's name, goodwill and assets.

15 43. STP protested Weiland's use of their band assets. Weiland refused to stop.

16 44. Because of Weiland, STP missed its opportunity to conduct a 20th anniversary *Core*
17 commemorative tour. Weiland stole that opportunity for himself to the detriment of the Band and in
18 direct violation of his partnership agreement with his band mates.

19 **The Band Fires Weiland**

20 45. In February 2013, the Band terminated Weiland as a member of Stone Temple Pilots
21 and expelled him from the STP partnership. In accordance with the STP Partnership Agreement, the
22 Band gave Weiland notice of his breaches and demanded that he cease all advertising for any non-
23 STP shows that use STP Partnership assets or refer to STP. Weiland refused.

24 **Weiland Continues To Steal STP's Assets And Attempts To Sabotage The Band**

25 46. Under the terms of the STP Partnership Agreement, no former band members can use
26 the STP name or refer to themselves as former members of STP. Despite that, Weiland continued to
27 perform his *Purple at the Core* tour and continued to misuse the STP name. Weiland's erratic
28 behavior on stage and the negative reviews of his performances in 2013 are causing serious damage

1 to the STP brand because Weiland is falsely billing himself as "a member of the Stone Temple
2 Pilots."

3 47. Weiland also threatened to sabotage the Band's ability to perform without him. In
4 early May 2013, STP announced its plans to perform at a Musicares charity event on May 30, 2013,
5 which is honoring Bennington and others. Weiland, through his lawyer Gary Stiffelman
6 ("Stiffelman"), continued to assert that Weiland had not been fired by the Band, and that the Band
7 could not record or perform without Weiland. These claims are baseless, and Weiland knows it.

8 48. On May 18, 2013, STP performed at the 2013 KROQ "Weenie Roast" music festival
9 with new lead singer Bennington. STP played a new song written by Bennington, the DeLeo
10 brothers, and Kretz, and they also played several hit STP songs. STP's official website reflects the
11 new reality that the Band will continue to perform, but now with new lead singer Bennington.

12 49. On May 21, 2013, Weiland blatantly interfered with airplay and the related download
13 promotion of the Band's new single, "Out of Time." Weiland's lawyer, Stiffelman, contacted
14 KROQ, L.A.'s biggest modern rock radio station, in an effort to disrupt radio play of "Out of Time."
15 Stiffelman falsely claimed that the Band is somehow infringing Weiland's rights and advised
16 KROQ's head of programming to "back off" the station's support of the new song.

17 50. Enough is enough. Without relief from the Court, Weiland will continue violating
18 STP's rights, misappropriating STP assets and interfering with the Band's livelihood.

19 **FIRST CAUSE OF ACTION**

20 **(Breach of Contract against All Defendants)**

21 51. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
22 contained in the Complaint, as though said paragraphs were set forth in full herein.

23 52. The STP Partnership Agreement, a valid and enforceable contract, existed among the
24 original Band members—Weiland, D. DeLeo, R. DeLeo and Kretz.

25 53. STP and the remaining partners performed as promised in the STP Partnership
26 Agreement, and to the utmost extent possible, fulfilled each and every term of the contract.

27 54. However, as described herein, Weiland breached the contract by refusing to make "a
28 first priority commitment to perform commitments" made by the Band as required in Paragraph 14

1 of the STP Partnership Agreement. Instead of agreeing to tour dates that had been approved by a
2 majority vote of the Band, Weiland shirked his obligations to the STP Partnership and sought instead
3 to pursue solo business opportunities at the Band's expense. He wrongfully misappropriated the
4 Band's opportunity to do a 20th anniversary tour and colluded with his attorney, management and
5 others, in order to keep those performance revenues for himself. Weiland also unreasonably refused
6 lucrative performance opportunities, causing the Band to lose millions.

7 55. Weiland also breached the contract, and violated his obligations to the STP
8 Partnership, by failing to perform his duties, engaging in grossly negligent conduct,
9 misappropriating STP assets and engaging in other acts of malfeasance and unlawful conduct.

10 56. After Weiland was expelled from the STP Partnership pursuant to Paragraph 16 of the
11 STP Partnership Agreement, he further breached the contract in connection with his wrongful use of
12 the Band's name, goodwill and other assets.

13 57. As a proximate result of Defendants' conduct, Plaintiff has suffered damages believed
14 to be in excess of \$2 million, with the exact amount to be proven at trial.

15 SECOND CAUSE OF ACTION

16 (Breach of Fiduciary Duty against All Defendants)

17 58. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
18 contained in the Complaint, as though said paragraphs were set forth in full herein.

19 59. Weiland owes STP fiduciary duties of the highest character. STP is owed special
20 duties, including the duties of loyalty, honesty, care, and good faith and fair dealing. STP relied on
21 Weiland to discharge his duties and obligations in a manner that would cause no detriment to STP's
22 rights in connection with the Band's affairs.

23 60. STP reposed trust and confidence in Weiland in this regard, which was voluntarily
24 assumed and accepted. Weiland was obligated to diligently perform all services and responsibilities
25 under the STP Partnership Agreement with the utmost due care and good faith.

26 61. Weiland breached his fiduciary duties to STP by, among other things, failing to
27 comply with his obligation to give STP business his "first priority commitment," failing to disclose
28 the true basis for his refusal to comply with his duties to STP, misappropriating STP's opportunity to

1 conduct a 20th anniversary tour, making false or misleading representations regarding STP assets,
2 and refusing to disclose all material information in connection with partnership assets and other
3 partnership business, which has caused damage to STP's interests. Such conduct amounts to a
4 breach of the special duties of care, loyalty and competence.

5 62. As a direct and proximate result of Weiland's breaches of his duties, STP has suffered
6 damages in an amount to be proven at trial, but believed to be in excess of \$2 million.

7 63. Plaintiff believes Defendants' conduct was intentionally deceitful and done with the
8 intent of depriving Plaintiff of its property and legal rights and to cause it injury. Defendants'
9 actions subjected Plaintiff to unjust hardship and undue injury. Defendants' conduct was malicious,
10 fraudulent and/or oppressive, and was committed with a conscious disregard of the rights of
11 Plaintiff. Accordingly, Plaintiff is entitled to an award of punitive or exemplary damages in an
12 amount sufficient to punish Defendants and make an example of them.

13 THIRD CAUSE OF ACTION

14 **(Violation of the Lanham Act (15 U.S.C. § 1125(a)) against All Defendants)**

15 64. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
16 contained in the Complaint, as though said paragraphs were set forth in full herein.

17 65. Stone Temple Pilot's name and associated trademarks, trade names, trade dress, and
18 slogans, have been extensively advertised and promoted throughout the world since the early 1990s
19 in connection with music and entertainment, and other related services and products. As a result of
20 this advertising and promotion, the STP name and associated trademarks, trade name, trade dress,
21 and slogans are identified by the purchasing public with Plaintiff. Plaintiff's trademark to "Stone
22 Temple Pilots" and associated trademarks, trade name, trade dress, and slogans are famous and
23 distinctive within the meaning of U.S. trademark law, including 15 U.S.C. § 1125.

24 66. Defendants' use in interstate commerce of the name and mark "Stone Temple Pilots"
25 and associated trademarks, trade name, trade dress, and slogans in connection with the advertising,
26 marketing, and promotion of Weiland and his products and services constitutes a violation of 15
27 U.S.C. § 1125(a), in that it creates a false designation of origin as to the goods and services
28 advertised, distributed, offered for sale, and sold by Defendants, which is likely to confuse, mislead,

1 or deceive the consuming public and trade by creating the false impression that Weiland and his
2 products and services were approved, sponsored, endorsed, guaranteed by, and/or are in some way
3 affiliated with STP.

4 67. Defendants' use in interstate commerce of the name and mark "Stone Temple Pilots"
5 and associated trademarks, trade name, trade dress, and slogans in connection with the advertising,
6 marketing and promotion of Weiland and his products and services also constitutes a false or
7 misleading description or representation in interstate commerce, in violation of 15 U.S.C. §1125(a).

8 68. As a direct and proximate result of the conduct of Defendants, Plaintiff is entitled,
9 pursuant to 15 U.S.C. § 1117(a), to the recovery of: (1) Defendants' profits; (2) any damages
10 sustained by Plaintiff as a result of Defendants' conduct, the precise amount of which shall be
11 established by Plaintiff at trial; and (3) Plaintiff's costs of suit.

12 69. As a direct and proximate result of the conduct of Defendants, Plaintiff is entitled,
13 pursuant to 15 U.S.C. § 1117(c), to the recovery of statutory damages for each non-willful use, per
14 mark, per type of goods or services sold, offered for sale, or distributed.

15 70. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 committed the acts alleged above with knowledge of Plaintiff's prior right to and use of Plaintiff's
17 trademarks, and with the willful intent to trade on STP's goodwill and reputation. As such, this case
18 is exceptional under 15 U.S.C. §1117(a)(3), thereby entitling Plaintiff to the recovery of its
19 attorneys' fees and the recovery of treble damages pursuant to 15 U.S.C. §1117(b); and also
20 statutory damages of One Million Dollars (\$1,000,000) for each willful use, per mark, per type of
21 goods or services sold, offered for sale, or distributed.

22 71. Defendants' wrongful acts will continue unless enjoined by this Court. Plaintiff has
23 no adequate remedy at law and is suffering irreparable harm and damage as a result of the aforesaid
24 acts of Defendants. Accordingly, Plaintiff is entitled to preliminary and permanent injunctive relief
25 prohibiting Weiland and his agents, employees, attorneys, and all persons or entities acting in
26 concert or participation with him, from:

- 27 i. Using directly or indirectly the name "Stone Temple Pilots" or "STP" (or any
28 name confusingly similar thereto) and associated trademarks and/or trade names;

- ii. Stating or implying that Weiland is a current or former member of the Stone Temple Pilots;
- iii. Using directly or indirectly any tour names that reference STP songs or album titles (such as Weiland's current tour, *Purple at the Core*);
- iv. Using directly or indirectly the Band's album titles, compositions, recordings, albums, artwork, marks, photography, individual or collective images, and other assets in connection with advertising and promoting Weiland's artistic endeavors, including without limitation performances or appearances;
- v. Directly or indirectly interfering with or disrupting the Band's business operations; and
- vi. Using "Stone Temple Pilots" or "STP" (or any names confusingly similar thereto), in whole or in part, to in any way identify Weiland in connection with any digital or non-digital platforms, including without limitation youtube, facebook, twitter, instagram, google+ or other social media outlets, in order to stop creating public confusion.

72. As set forth herein, Weiland is currently touring and the Band is suffering irreparable harm due to his misappropriation of the Band's assets and his misleading advertising and promotion of his solo performances.

FOURTH CAUSE OF ACTION

(Declaratory and Injunctive Relief against All Defendants)

73. Plaintiff repeats and realleges each and every foregoing and subsequent allegation contained in the Complaint, as though said paragraphs were set forth in full herein.

74. As alleged herein, an actual controversy has arisen and now exists between Plaintiff and Weiland concerning their respective rights, duties and interests regarding STP and the STP Partnership Agreement.

75. Plaintiff contends that in February 2013, pursuant to Paragraph 16 of the STP Partnership Agreement, STP had grounds to and did in fact expel Weiland from the Band for grossly negligent performance, failure to perform material duties, repeated late or non-appearances at

1 concerts, malfeasance and/or intentional misappropriation of STP assets. Weiland disputes that STP
2 fired him.

3 76. Plaintiff further contends that under Paragraph 16 of the STP Partnership Agreement,
4 Weiland is an expelled former partner who has no right, title or interest in the "Stone Temple Pilots"
5 or "STP" name (or any name confusingly similar thereto), is prohibited from using or permitting
6 others to use the "Stone Temple Pilots" or "STP" name (or any name confusingly similar thereto) in
7 his artistic endeavors, and may not refer to himself as "formerly a member of" the Band (or any
8 similar phrase) in connection with such artistic endeavors. Plaintiff is informed and believes that
9 Weiland disputes that contention.

10 77. The Court must resolve these actual controversies between the parties.

11 78. Plaintiff also seeks a judicial determination that Weiland must comply with all of his
12 contractual duties and fiduciary obligations to STP in connection with Weiland's obligations as a
13 former partner of the STP Partnership. Plaintiff further seeks a judicial determination that STP has
14 exclusive rights to the STP name and trademarks, copyrights, logos, artwork and marks created and
15 used by the Band.

16 79. Plaintiff requests preliminary and permanent injunctive relief. As set forth herein,
17 Weiland should be prohibited from using the Band's name STP, as well as confusingly similar
18 names, the Band's album names, its compositions and recordings, its trademarks, copyrights, logos,
19 artwork and marks created and used by the Band.

20 80. A judicial declaration is necessary and appropriate so the parties may ascertain their
21 respective rights, duties and obligations.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff respectfully prays for the following relief:

24 **As to the First Cause of Action:**

- 25 1. For general, incidental and consequential damages in excess of the jurisdictional limit
26 of this Court;
27 2. For pre- and post- judgment interest;
28 3. For costs of suit.

1 As to the Second of Action:

- 2 1. For general, incidental and consequential damages in excess of the jurisdictional limit
3 of this Court;
- 4 2. For punitive and/or exemplary damages in an amount sufficient to punish, deter and
5 make an example of Defendant Scott Weiland;
- 6 3. For imposition of a constructive trust on any ill-gotten gains or other misappropriated
7 partnership assets;
- 8 4. For pre- and post-judgment interest;
- 9 5. For costs of suit.

10 As to the Third Cause of Action:

- 11 1. For general, incidental and consequential damages in excess of the jurisdictional limit
12 of this Court;
- 13 2. For treble damages;
- 14 3. For statutory damages in the maximum amount available by law
- 15 4. For disgorgement of the revenues and profits received by Defendant as a result of his
16 unauthorized use—and infringement of—STP's name and assets;
- 17 5. For preliminary and permanent injunctive relief as set forth herein;
- 18 6. For pre- and post-judgment interest;
- 19 7. For attorneys' fees;
- 20 8. For costs of suit.

21 As to the Fourth Cause of Action:

- 22 1. For injunctive and declaratory relief as set forth herein.
- 23
24
25
26
27
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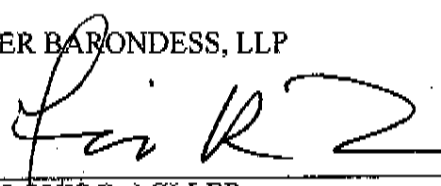
MILLER BARONDESS, LLP
ATTORNEYS AT LAW
1999 AVENUE OF THE STARS, SUITE 1000 LOS ANGELES, CALIFORNIA 90067
TEL: (310) 552-4900 FAX: (310) 552-8400

As to All Causes of Action:

1. For such other and further relief as the Court may deem just and proper.

DATED: May 24, 2013

MILLER BARONDESS, LLP

By: 

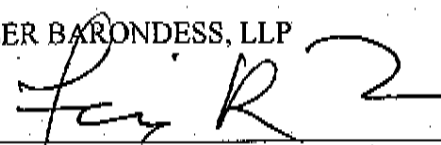
LOUIS R. MILLER
Attorneys for Plaintiff
STONE TEMPLE PILOTS

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: May 24, 2013

MILLER BARONDESS, LLP

By: 

LOUIS R. MILLER
Attorneys for Plaintiff
STONE TEMPLE PILOTS

FOR COURT USE ONLY

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

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ATTORNEY FOR (Name): Stone Temple Pilots

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: STONE TEMPLE PILOTS v. SCOTT WEILAND

FILED
LOS ANGELES SUPERIOR COURT

MAY 24 2013

JUDITH A. CLARKE, CLERK
BY MARY FLORES, DEPUTY

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:

JUDGE:

DEPT:

BC510040

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

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

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

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

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Four

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 24, 2013

Mira Hashmall

(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 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

SHORT TITLE: STONE TEMPLE PILOTS v. SCOTT WEILAND

CASE NUMBER

8C510040

**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 7 ☐ HOURS/ ☒ DAYS

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

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

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

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

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

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

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

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

SHORT TITLE: STONE TEMPLE PILOTS v. SCOTT WEILAND

CASE NUMBER

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

SHORT TITLE: STONE TEMPLE PILOTS v. SCOTT WEILAND

CASE NUMBER

	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)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: **STONE TEMPLE PILOTS v. SCOTT WEILAND**

CASE NUMBER

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

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

ADDRESS:

120 N. Topanga Canyon Blvd.
Suite 111

CITY:

Topanga

STATE:

CA

ZIP CODE:

90290

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 24, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

Mira Hashmall

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.

05/24/2013