

ORIGINAL

1 MITCHELL SILBERBERG & KNUPP LLP
ERIC J. GERMAN (SBN 224557)
2 ANDREW SPITSER (SBN 255917)
11377 West Olympic Boulevard
3 Los Angeles, California 90064-1683
Telephone: (310) 312-2000
4 Facsimile: (310) 312-3100

*Alloy
copy*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 30 2010

John A. Clarke/Executive Officer/Clerk
By *[Signature]* Deputy
AMBER LAFLEUR-CLAYTON

5 Attorneys for Plaintiff
WILLIAM ALAN FOX p/k/a ALAN FOX
6 and/or FOXX

DAB Elizabeth Allen White

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 CENTRAL DISTRICT

BC 43 47 55

12 WILLIAM ALAN FOX p/k/a ALAN FOX
and/or FOXX,

CASE NO.

13 Plaintiff,

**COMPLAINT FOR RESCISSION BASED
ON FRAUD, MISREPRESENTATION,
AND UNDUE INFLUENCE;
DECLARATORY RELIEF**

14 v.

15 CARTEL RECORDS, INC., a California
16 corporation, GRIFFIN GUESS, an individual,
and DOES 1 through 10, inclusive,

17 Defendants.
18

CIT/CASE: BC434755 LEA/DEF#:
RECEIPT #: CCH503057119
DATE PAID: 03/30/10 04:18:53 PM
PAYMENT: \$355.00 0310
RECEIVED:
CHECK: 355.00
CASH:
CHANGE:
CARD:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Plaintiff, William Alan Fox, p/k/a Alan Fox and/or Foxx ("Plaintiff"), alleges as follows:

THE PARTIES

1. Plaintiff is an individual who resides in New York, New York.

2. Upon information and belief, defendant Cartel Records Inc. ("Cartel") is a California corporation with its principal place of business in Los Angeles, California.

3. Upon information and belief, defendant Griffin Guess ("Guess") is an individual who resides in Los Angeles, California. Plaintiffs are informed and believe, and on that basis allege, that Guess is the owner and Senior Vice President of Cartel. Cartel and Guess are referred to herein collectively as the "Cartel Defendants."

4. Plaintiff is presently unaware of the true names and capacities of defendants sued herein as Does 1 through 10, inclusive. Plaintiff, therefore, sues defendants Does 1-10 ("Doe Defendants") by a fictitious name pursuant to California Code of Civil Procedure § 474. Plaintiff will amend this Complaint to allege the true names and capacities of the Doe Defendants when the same have been ascertained.

5. Plaintiff is informed and believes, and on that basis alleges, that each of the Cartel Defendants and the Doe Defendants (collectively, the "Defendants") herein are responsible for the conduct alleged in this Complaint and that Plaintiff was damaged as a direct result of the Defendants' acts and omissions.

6. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned defendant Guess was the agent and employee of defendant Cartel and in so doing the things hereinafter alleged was acting within the course and scope of such agency and the permission and consent of Cartel.

1 **FACTUAL ALLEGATIONS**

2
3 7. Plaintiff grew up in Oak Ridge, North Carolina, a small town of less than five
4 thousand residents near Greensboro, North Carolina. In 2009, when he was just 20 years old,
5 Plaintiff moved to New York City to attend college and pursue a career in modeling, acting, and
6 music. Prior to moving to New York, Plaintiff had no experience in the entertainment industry
7 and no savvy regarding recording contracts.

8
9 8. Plaintiff is an aspiring song-writer and musician, whose compositions cross the gap
10 between popular hip-hop and pop music. Like many aspiring musicians, Plaintiff has recorded a
11 set of "demo" recordings in hopes of securing a record contract.

12
13 9. Unlike Plaintiff, Guess is an experienced music industry veteran, having worked
14 for at least ten years in music and music video marketing, managing musicians and other
15 entertainment industry figures, and serving as a creative and/or marketing director for albums by
16 such music industry heavyweights as Kanye West and Jay-Z. Guess has also worked with other
17 music superstars such as Eminem and Green Day. Guess has founded and runs a successful
18 entertainment management company and record company. He is married to a Sports Illustrated
19 swimsuit cover model.

20
21 10. In or about early January 2010, Guess was played Plaintiff's demo recordings.
22 Upon hearing the recordings, Guess expressed interest in hearing more. Thereafter, in or about the
23 second week of January 2010, Guess and Plaintiff arranged to meet in Atlanta, Georgia, where
24 Guess would be doing publicity stops with another artist.

25
26 11. Playing upon Plaintiff's inexperience in the music industry and Guess's experience,
27 Guess began a series of attempts to convince Plaintiff to sign an exploitive and unfair so-called
28 "360 degree" entertainment services contract with defendant Cartel Records (for which Guess

1 served as Senior Vice President and owner), whereby Cartel Records would purport to financially
2 benefit from all aspects of Fox's entertainment career.

3
4 12. Toward this end, on Plaintiff's first day in Atlanta (approximately January 10,
5 2010), after Plaintiff recorded until approximately midnight, Plaintiff and Guess traveled back to
6 Plaintiff's hotel. After talking for a few more hours, well into the wee hours of the morning,
7 Guess presented Plaintiff with a document entitled "Cartel Records Contract for Alan Fox" (the
8 "Contract"). A copy of the Contract is attached hereto as Exhibit A.

9
10 13. Upon receipt of this verbose 14-page Contract, Plaintiff immediately stated that he
11 needed to send it to his attorney. Soon after being told by Plaintiff that he would not sign the
12 Contract without advice from his lawyer, Guess began a relentless campaign to attempt to
13 convince Plaintiff that he did not need an attorney to review the Contract. Over the following two
14 days, Guess repeatedly pressured Plaintiff to sign the Contract without waiting for his counsel's
15 review of the Contract. In particular, Guess tried to convince Plaintiff that an attorney's review
16 was unnecessary, that attorneys would "just cause problems," and would "just look through it until
17 they find something." Guess suggested that he didn't even have his attorneys review his contracts,
18 attempting to convince Plaintiff to simply trust Guess's "vibes."

19
20 14. Knowing that Plaintiff is a young college student with limited income who would
21 be highly swayed by the prospect of so much money, Guess, on behalf of Cartel, also presented
22 Plaintiff with a check for \$10,000 (ten thousand dollars) (the "Check").

23
24 15. As two days passed, with Plaintiff stuck in Atlanta and under Guess's control,
25 Guess ratcheted up the pressure, telling Plaintiff that he couldn't wait any longer, that if Plaintiff
26 did not sign the deal before leaving Atlanta the deal would fall apart, that he had people he needed
27 to let know immediately. Playing upon Plaintiff's fear, insecurity, and inexperience in the music
28 industry, Guess used continuous pressure to create the impression that if Plaintiff did not

1 immediately sign the Contract the opportunity would pass and Plaintiff would lose the chance at a
2 record deal.

3
4 16. Furthermore, knowing that Plaintiff would not be able to understand the Contract's
5 detailed legalese and convoluted contractual language, Guess misrepresented the contents of the
6 Contract in an effort to convince Plaintiff to sign the Contract without waiting for his attorney's
7 input. In particular:

- 8 • Guess told Plaintiff that Cartel would only take 20% of non-music based
9 entertainment income, which would be accomplished through a separate
10 management agreement.
- 11 • Guess told Plaintiff that the Contract placed no financial risk on Plaintiff.
- 12 • Perhaps most egregiously, Guess represented to Plaintiff that the Contract allowed
13 Plaintiff to keep 50% of the publishing revenue from songs written and/or recorded
14 under the Contract.

15 Each of these material representations was false:

- 16 • In fact, the Contract provides Cartel 40% of all Plaintiff's non-music entertainment
17 income, and 50% of his merchandising revenues. In addition, contrary to
18 Plaintiff's understanding, the Contract provides that Cartel shall have final say over
19 Plaintiff's employment in non-music entertainment fields, essentially giving Cartel
20 complete control over Plaintiff's entertainment career. Moreover, despite Guess's
21 representation to the contrary, no separate management agreement has ever been
22 provided to Plaintiff.
- 23 • Contrary to Guess's misrepresentation, the Contract demands that all recording
24 services (broadly defined to include "development, production, mixing, sample
25 clearances, copyrights of RIAA authentications, creative fees, videos, media
26 advertising, album advertising, licensees [sic] and creative media and marketing")
27 are to be "recouped and *paid back in full by [Plaintiff]* to [Cartel]...." Exhibit A,

1 at ¶5 (emphasis added). On its face, this presents significant financial risk to
2 Plaintiff.

- 3 • Under the Contract, Cartel retains 100% of the publishing revenue from songs
4 written and/or recorded under the Contract. Contrary to Guess's representation,
5 Plaintiff receives no publishing revenue.

6
7 17. Away from home, in an unfamiliar city, faced with two days' worth of unrelenting
8 "now or never" pressure from the savvy, experienced Guess, misled by Guess's misrepresentations
9 about the Contract, and having been presented with a large sum of money, Plaintiff gave in to
10 Guess's pressure and signed the Contract. While the Contract bears a signature line for Guess to
11 sign on behalf of Cartel, Plaintiff never saw Guess sign the Contract, and to date Plaintiff has not
12 been given a copy of the fully executed Contract. The Contract was entered into without any
13 negotiation between Plaintiff and Cartel, and is grossly oppressive and unfair to Plaintiff.

14
15 18. On January 27, 2010, Plaintiff's counsel wrote to Guess c/o Cartel, informing
16 Guess and Cartel that the Contract was revoked and/or rescinded, and returned the Check un-
17 cashed. In an e-mail reply, Guess rejected Plaintiff's rescission of the Contract. However, Guess
18 stated that his New York attorney would contact Plaintiff's counsel. No New York attorney
19 representing Guess or Cartel ever contacted Plaintiff's counsel. On March 1, 2010, Plaintiff's
20 counsel again contacted Guess c/o Cartel, again informing them that the Contract was revoked
21 and/or rescinded and the grounds therefor. Neither Guess nor any other representative of Cartel
22 has responded.

23
24 **FIRST CAUSE OF ACTION**

25 **(Rescission Based on Fraud)**

26
27 19. Plaintiff incorporates by reference paragraphs 1 through 18 of the Complaint as
28 though fully set forth herein.

1 20. Guess, on behalf of Cartel, made the following material misrepresentations for the
2 purpose of inducing Plaintiff to enter into the Contract:

- 3 • That Cartel would only take 20% of non-music based entertainment income, which
4 would be accomplished through a separate management agreement;
- 5 • That the Contract placed no financial risk on Plaintiff; and
- 6 • That the Contract allowed Plaintiff to keep 50% of the publishing revenue from
7 songs written and/or recorded under the Contract (collectively, the
8 “Misrepresentations”).

9
10 21. When Guess, on behalf of Cartel, made the preceding material Misrepresentations,
11 he knew that Plaintiff would, and did, justifiably rely on those Misrepresentations. Further, Guess,
12 on behalf of Cartel, knew that Plaintiff entered into the Contract because of the
13 Misrepresentations. Guess knew that Plaintiff would not have signed the Contract (and, in
14 particular, would not have signed the Contract without his attorney’s approval) in the absence of
15 these Misrepresentations.

16
17 22. The Misrepresentations are materially false, deceptive, and misleading for the
18 reasons alleged above. Thus, Plaintiffs’ consent to the Contract, if any, was induced by these
19 materially false, deceptive, and misleading Misrepresentations.

20
21 23. To the extent, if any, that Plaintiff’s reliance on the Misrepresentations was
22 unreasonable, such unreasonable reliance was caused by the duress, undue influence, and fraud of
23 Guess, on behalf of Cartel, as described herein.

24
25 24. Plaintiff is entitled to rescind, and hereby rescinds, the Contract, on the grounds
26 that Plaintiff’s consent to the Contract, if any, was given by mistake resulting from Guess’s false,
27 deceptive, and misleading Misrepresentations regarding material and central aspects of the
28 Contract.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND CAUSE OF ACTION

(Rescission Based on Duress)

25. Plaintiff incorporates by reference paragraphs 1 through 24 of the Complaint as though fully set forth herein.

26. Plaintiff's presence in Atlanta, at which time Plaintiff signed the Contract, was fraudulently made unjustly harassing and oppressive by the pressure, Misrepresentations, and inequity of knowledge and experience described herein.

27. Furthermore, Guess, on behalf of Cartel, applied extreme economic pressure on Plaintiff, creating an economic compulsion on the part of Plaintiff to sign the Contract without waiting for his attorney's approval, against his interests.

28. Plaintiff is entitled to rescind, and hereby rescinds, the Contract, on the grounds that Plaintiff's consent to the Contract was given under duress.

29. Unless the Contract is rescinded, Plaintiff will suffer irreparable harm.

THIRD CAUSE OF ACTION

(Rescission Based on Undue Influence)

30. Plaintiff incorporates by reference paragraphs 1 through 29 of the Complaint as though fully set forth herein.

31. Guess, on behalf of Cartel, took unfair advantage of Plaintiff's youth, inexperience, confusion, and lack of sophistication regarding the music business in persuading Plaintiff to sign the Contract without waiting for his attorney's approval, as Plaintiff requested.

1 32. Guess, on behalf of Cartel, further took grossly oppressive and unfair advantage of
2 Plaintiff's economic duress and desire to be a recording star, in pressuring him to sign the Contract
3 in the absence of Plaintiff's attorney's comments. The resulting Contract, entered into without
4 any negotiation, is grossly oppressive and unfair to Plaintiff.
5

6 33. In particular, Guess's repeated refusal to allow Plaintiff time to consult with his
7 attorney, repeated statement that there was no time to wait for Plaintiff's attorney's comments, and
8 insistent demand that the Contract be signed at once, was grossly oppressive and unfair and
9 amounted to undue influence.
10

11 34. Plaintiff is entitled to rescind, and hereby rescinds, the Contract, on the grounds
12 that Plaintiff's consent to the Contract was given under undue influence.
13

14 35. Unless the Contract is rescinded, Plaintiff will suffer irreparable harm.
15

16 **FOURTH CAUSE OF ACTION**

17 **(Declaratory Relief)**
18

19 36. Plaintiff incorporates by reference paragraphs 1 through 35 of the Complaint as
20 though fully set forth herein.
21

22 37. An actual controversy has arisen between the parties hereto with respect to the
23 nature of Plaintiff's obligations, if any, under the Contract.
24

25 38. Plaintiff contends that, because his consent, if any, to the Contract was procured by
26 Defendants' fraud, duress, and undue influence, Plaintiff is entitled to rescind the Contract.
27 Defendants have denied this contention.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


39. A judicial declaration is necessary and appropriate at this time under the circumstances in order that Plaintiff may ascertain whether the Contract is enforceable as against Plaintiff.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That the Court order and/or declare that the Contract is rescinded;
2. For costs of suit incurred herein; and
3. For such other, further, or different relief as the Court deems just and proper.

DATED: March 30, 2010

MITCHELL SILBERBERG & KNUPP LLP
ERIC J. GERMAN
ANDREW SPITSER

By: 
Eric J. German
Attorneys for Plaintiff
WILLIAM ALAN FOX p/k/a ALAN FOX
and/or FOXX



CARTEL RECORDS CONTRACT FOR ALAN FOX
(Artist Reference #: CR_AF_v1.1_2010)

The following, when signed by Cartel Records ("Company", "Cartel", and/or "us" "be", "our", etc.) and you, Alan Fox / Foxx (hereinafter "Artist" and/or "you"), shall confirm the material terms and conditions of this exclusive artist agreement (the "Agreement") between Company and Artist as of January 12th 2010.

1. TERRITORY: Universe

2: TERM:

Five (5) LP's ("LP1", "LP2", "LP3", "LP4" and "LP5") structured as an initial album period (the "initial period") for two (1) LP's titled "untitled" 2010 release, and (2) LP "untitled" 2011 and three (3) subsequent option periods (each an "Option Period", collectively the "option Periods") LP per Option Period. However, both Artist and Company acknowledge that Company has the right, solely in connection with the Option Periods, to not record an LP. If company elects to not record a collection of master recordings that would constitute an LP, then parties will determine in good faith, promptly following the commencement of the applicable Option Period, the amount of master recordings Artist must deliver to Company in order to fulfill a so-called "minimum delivery requirement" (Artist's approval however, shall not be unreasonably withheld or delayed, and shall be deemed given within ten [10] business days of Company's request therefore). Notwithstanding the foregoing, during each Contract Period, Company shall allow Artist to record a minimum "The minimum Recording Commitment") of twelve [12] Masters (as such term is defined herein below) provided that Artist shall not be allowed to record more than eighteen [18] Masters. Each Option Period shall commence upon the expiration of the immediately preceding Contract Period and shall continue until the last day of the eighteenth (18) complete month following the date of delivery of the last master recording constituting the recording commitment for that Option Period. Each option shall be exercised, if at all, by notice to Artist at any time prior to the date the Term would otherwise expire. Notwithstanding the foregoing, if, as of the date when the current Contract Period would otherwise have expired, Company has not exercised its option to extend the term for a further Contract Period, then: (i) Artist shall promptly send a notice to

1_AF_v.1.1_2010

EXH A

Company specifically referencing this paragraph 2 and stating that Company's option has not yet been exercised (an "Option Warning Notice"); (ii) Company shall be entitled to exercise its option at any time before receiving the Option Warning Notice or within thirty [30] days thereafter; and (iii) the then current Contract Period shall be deemed to have continued until Company exercises its option or until the end of such thirty (30) day period (whichever shall occur first). If company fails to exercise its option to renew a subsequent option period then this agreement will be deemed to be complete and fulfilled in all respects and no further obligations will remain for any party to this agreement after the end of the current period except those which survive the end of the Term. If Company refuses without cause to allow Artist to fulfill Artist's Minimum Recording Commitment for any Option Period and if, not later than thirty [30] days following that refusal, Artist notifies Company of Artist's desire to fulfill Minimum Recording Commitment, then Company shall permit Artist to fulfill such Minimum Record Commitment by notice to Artist to such effect within Thirty [30] days following Company's receipt of such notice. All masters recordings recorded by you hereunder are hereinafter referred to as each a "Master, and collectively the "Masters". The number of Masters Company shall require Artist to deliver per each Contract Period shall hereinafter be referred to as the "Recording Commitment". Notwithstanding the foregoing or any waiver by Company, Artist shall be responsible for delivering all Masters required to be delivered hereunder within five years from the date hereof to company.

3. ARTIST/COMPANY RELATIONSHIP:

During the Term, Artist will contribute the Artist's creative services in all entertainment fields exclusively via this agreement between Company and Artist, and Company will exclusively administer and exploit all such services. "Entertainment Fields" will include recording, touring, merchandising, sponsorship, endorsements, advertising, websites, music publishing, acting and other appearances, as well as name, likeness and trademark rights. Company will contribute Company's creative direction, sales and marketing expertise, financial backing, worldwide distribution, and administrative support. Company, on behalf of the Artist and Company, will enter into all agreements, which, previously, have been traditionally entered into by record companies (e.g., master use licenses, distribution agreements). All other agreements made during the term with third parties regarding the exploitation of the foregoing rights (except as limited by the immediately preceding sentence) will be entered into by Artist on behalf of Artist and Company. Company would have approval during Term over each agreement Artist enters into with any third party with respect to any publishing, merchandising, sponsorship, endorsement, fan club, live performance and other ancillary activities.

4. RECORDING PROCESS/BUDGET:

Company shall pay the actual recording cost (inclusive of mixing and mastering costs) for the Recording Commitment in each Contract Period. In the Initial Period Company shall commit One Hundred and Fifty-Thousand Dollars (\$150,000) to pay for initial estimated costs of creating all forms of production, producing, Mixing, Samples, beats, and all clearances, masters and all forms of recorded music for said term (incurred pursuant to an approved budget). Creative issues (producer, selections, studio, album artworks, singles) shall be mutually determined, however in the case of a dispute, Company's decision shall be final. Executive producer-ship and producer-ship for said album production in connection of said albums and development credit: "Griffin Guess" at the production rate of 15% of net sales recovered revenue per album, records and album term of this agreement and any publishing co-op with artist or label. Company holds the right to have 1st producer right/term in connection with the said LP options. "Jaye "Ernest" Jeffers" holds 10% of said production and producer ship for said first LP and following LP's under terms stated in TERM. Company holds final decision on 1st producer choice for said term. If budget is over estimation of said LP's, that cost is empowered by Company for creation of LP's in succession for Artist.

5. ADVANCES/RECORDING PROCESS:

In the initial Period, Company shall pay you an advance against your share of Net Record Revenues (each such prepayment of your share hereinafter referred to as a "Record Advance") of "\$15,000.00" Fifteen Thousand Dollars promptly following the commencement of each Option Period, Company shall pay you an all-in Record Advance (inclusive of recording costs, however actual recording costs shall be taken off-the-top and deemed to not be a Record Advance). All Recording services of development, production, mixing, sample clearances, copyrights of RIAA authentications, creative fees, videos, media advertising, album advertising, licensees and creative media and marketing for said produced (Albums) and marketing are to be recouped and paid back in full by Artist to Record Label. Any Record Label advances to Artist directly will be paid back (re-couped) to Record Label against the Artist net earnings, or net sales of Album sales. Once the total costs of production is paid off in completion or total, Record Label will then pay Artist.

	<u>Minimum</u>	<u>Maximum</u>
1 st Option Period	\$150,000	\$150,000
2 nd Option Period	\$150,000	\$200,000
3 rd Option Period	Undecided	Undecided
4 th Option Period	Undecided	Undecided

6. REVENUE SPLITS ON RECORDS:

Subject to re-coupment of any Record Advances previously paid to you, Company shall pay you an amount equal to (twenty percent) 20% for all Net Record Sales Revenue for the contract terms and terms of contracted release under (term). Digital / Physical released or otherwise sellable by distribution or Company's retailers.

All distribution foreign or domestic deals will be elected as a equal to twenty percent (20%) of the total amount of Net Record Revenues payable to you in connection with the Recording Commitment for the Contract Periods, subject to the following deals and terms Company establishes with distribution out side of the elected commitments above.

"Net Record Revenues" means the difference between "Gross Record Receipts" (hereinafter defined) and "Gross Record Expenses" (hereinafter defined). As used herein, the term "Gross Record Receipts" means one hundred percent (100%) of the monies actually earned and received by Company in the United States, including foreign royalties that are specifically and identifiably derived from the exploitation of the Masters, records and videos hereunder, net of any distribution fees or other sums retained by or payable to any third party distributors or licenses, and less any adjustments, returns, settlements, allowances, discounts, rebates, and credits that are consistent with the policies of Company or its distributors. As used herein, the term "Gross Record Expenses" means any and all expenses paid on incurred by or on behalf of Company in connection with Masters, audio-visual production costs, manufacturing costs, sales expenses, distribution expenses (to the extent not deducted above), marketing expenses, promotion expenses, advertising expenses, publicly expenses, other exploitation costs, artwork costs, packaging costs, monies payable to third parties in connection with the exploitation of Master records and videos hereunder, including, without limitation, copyright proprietors (including, without limitation for mechanical royalties and synchronization fees, whether payable to your publishing company designee or to an any third party publisher), any payments required to be made to unions and guilds, and legal and accounting fees incurred in connection with the Masters, deficit tour support, records or videos hereunder, but specifically excluding Company's overhead expenses. Notwithstanding the foregoing, if you are responsible for any particular costs or expenses hereunder, and Company pays any such costs or expenses pursuant to an agreement or pursuant to a guild/union requirement or with your written consent, then the amount of such costs and expenses shall constitute a Record Advance and shall be fully recoupable from any and all monies payable to you hereunder.

7. CONTROLLED COMPOSITIONS:

You hereby agree that you shall not be paid and you waive any mechanical royalties for sales or other distributions of compositions written or controlled by you hereunder. All other acts and provisions of distribution for records not mentioned above or discovered later or not accepted yet will be based on Artists accepting from Company to Artist of a 20% (Twenty percent) scale net revenue payout to "Artist" of the accepted distributions for said LP's /Albums by Company.

8. MARKETING/ARTWORK:

Company will commit marketing in the initial Period, inclusive of radio and other marketing, video, A+R, advertising and publicity costs as well as artwork costs.

9. BRAND EQUITY:

Under this Agreement, you grant Company certain income participations in your revenue streams in consideration for Company's efforts and expenditures to further your career. For purposes of this agreement your "Representatives' Share" shall mean actual commissions charges by and paid to you manager(s), agent(s), business manager(s) and advisors in connection with the revenues concerned provided that the aggregate amount of deductions for actual commissions shall not exceed thirty percent (30%) for all forms of revenue except touring revenues (the foregoing thirty percent (30%) limitation shall not apply to out-of-pocket legal fees or transaction costs). Following the Term, Company shall be entitled (i) in perpetuity to its Publishing Participation, Merchandising Participation, Touring Participation and Ancillary Participation with respect to income you receive pursuant to any agreements, commitments or engagements entered into or secured during the Term, and (ii) to receive it's publishing Participation, Merchandising Participation, Touring Participation and Ancillary Participation with respect to income you receive pursuant to any agreements, commitments or engagements entered into or secured following the Term for a period ending on the earlier of (A) four (4) years, or (B) the date on which Target ROI is achieved. "Target ROI" means when revenue distributed or credited to Company pursuant to this agreement equals or exceeds three (3) times all direct, out-of-pocket costs incurred and paid by Company in connection with this agreement.

10. PUBLISHING:

(a) You hereby irrevocably and absolutely assign, convey and set over to Company's publishing designee ("House of Guess") an undivided fifty percent (50%) interest in the worldwide copyright (and all renewals and extensions thereof) and all other rights in and to each Controlled Composition. "Controlled Composition" shall mean a Composition which is (a) written, composed or acquired (either prior to or during the term hereof) in whole or in part, by you or (b) owned or controlled, in whole or in part, directly or indirectly by you in which you has a direct or indirect interest.

(b) Publisher shall be the exclusive administrator throughout the world of all rights in and to each Controlled Composition and it shall be entitled to exercise any and all rights with respect to the control, exploitation and administration of each such Controlled Composition, including, without limitation, the sole right to grant licenses, collect all income and to use the name, approved likeness and approved biographical material of each composer, lyricist and songwriter hereunder in connection with each such Controlled Composition for the full term of copyright (including all renewals and extensions thereof) in and to each such Controlled Composition and to compromise and otherwise dispose of claims concerning each such Controlled Compositions.

(c) Subject to the provisions of Article 22 of this Agreement, you represent and warrant that each Controlled Composition is original and does not infringe upon or violate the rights of any other Person and that you and Artist have the full and unencumbered right, power and authority to grant to Publisher all of the rights herein granted to Publisher. Publisher shall have the benefit of all warranties and representations given by the writer of Controlled Compositions.

(d) You and Publisher hereby agree that Controlled Compositions are hereby licensed to Company and you hereby waive any mechanical royalties as provided in article 7 of this Agreement.

(e) From all royalties earned and received by Publisher (or finally credited to Publisher against an advance previously received, it being agreed that Artist shall receive fifty percent (50%) of any portion of any minimum royalty payments or guaranteed payments received by Company or Publisher solely in respect of Controlled Compositions) in the United States of America from the exploitation throughout the world of Controlled Compositions, subject to the provisions of this Agreement (the "Gross Receipts"), Publisher shall:

(i) deduct and retain all out-of-pocket costs incurred by or chargeable against Publisher in connection with the exploitation, administration, enforcement and protection of Controlled Compositions, including, without limitation, the collection or other fees chargeable by a collection agent, sub publisher or administrator with respect to Controlled Compositions;

(ii) deduct and pay royalties payable to the writers of Controlled Compositions (which you and Artist warrant and represent shall not exceed fifty (50%) percent of the Gross Receipts) after deduction of the amounts set forth in subparagraph 17.03(a) above (and which shall not include any portion of Publisher's share of public performance income); and

(iii) pay to you or Artist, as applicable, an amount equal to fifty (50%) percent of the balance remaining after deducting the aggregate sums set forth above, and the remaining percent thereof shall be retained by Publisher for its sole use and benefit, provided that the amount payable to you or Artist, as applicable, if any, pursuant to this subparagraph shall be reduced proportionately (i.e., on the basis of your and Artist's relative contribution to the authorship of the applicable Controlled Composition) to the extent you and/or Artist did not write one hundred per cent (100%) of the applicable Controlled Composition.

(f) Any assignment made of the ownership or copyright in, or right to license the use of, Controlled Compositions shall be made subject to the provisions of this Agreement.

(g) You shall promptly provide Publisher with a copy of your and Artist's songwriter agreements with the writer of each Controlled Composition, and you shall provide Publisher with copies of such agreements with respect to Controlled Compositions not yet created promptly after their creation.

(h) You and Artist shall execute and deliver to Publisher any documents (including, without limitation, assignments of copyright) which Publisher may require to vest in Publisher the copyright and other rights herein granted to Publisher in respect to each Controlled Composition subject to the provisions of this paragraph 10 or any rights therein. If you or Artist shall fail to execute such document within ten (10) days after publisher requests that you or Artist do so, you and Artist hereby irrevocably grant to Company a power of attorney to execute such document in your and/or Artist's name and on your and/or Artist's behalf.

11. MERCHANDISING:

You shall pay to Company an amount equal to fifty percent (50%) of Gross Merchandising Revenues ("Merchandising Participation"). "Merchandising Revenues" shall mean your gross revenues in connection with merchandising, less legitimate, direct, actual, third party, out-of-pocket costs incurred by you to generate such revenues and less your Representatives' Share.

12. TOUR SUPPORT:

Company shall pay "Undecided" monetary amount in actual deficit tour support (as that term is commonly understood in the recording industry) (if necessary) for the Initial Period. This amount will be both mutually agreed between both parties at a later date.

13. TOURING:

You shall pay to Company an amount equal to forty percent (40%) of Adjusted Gross Touring Revenues ("Touring Participation"). "Adjusted Gross Touring Revenue" shall mean your gross revenues in connection with touring, additionally excluding the following: (i) salaries and per-diems for "non-artist" band members and any and all touring crew; (ii) income derived by any entity in which Company has a direct proprietary or income interest; (iii) any monies reasonably paid by or charged to you for an opening act, or for "sound and lights," in connection with you \r concerts and other live engagements; (iv) payroll expenses (including, without limitation, FICA, SUI, FUI, worker's compensation insurance) pertaining to non-artist employees; (v) production expenses (including, without limitation, pyrotechnics and video screens); (vi) transportation costs (including, without limitation, auto/bus/truck rental, parking tolls, fuel, airfare, trains, moving fees); (vii) lodging costs (i.e. hotels); and (viii) your Representatives' State.

14. ANCILLARY INCOME:

In connection with all other income you receive in connection with your entertainment career, including, without limitation, with respect to endorsements, sponsorships, strategic partnerships, as actor(s), with respect to non-fiction books, magazines and other non-fiction publishing materials, artwork sales, games, including, without limitation, video games and other exploitations of your name(s), likeness(es), voice or persona; including, without limitation, fan club income, you shall pay to Company an amount equal to forty percent (40%) of Net Ancillary Revenues. "Net Ancillary Revenues" shall mean your gross revenues in connection with such exploitations, less legitimate, direct, actual, third party, out-of-pocket costs incurred by you to generate such revenues and less your Representatives' Share.

15. WEBSITE:

Subject to Company's customary terms and conditions, you grant to Company an exclusive license during the Term to use your professional name in connection with the establishment and maintenance of one or more Internet sites having the URL www.alanfox.com or www.foxx.com or such other single URL based on or containing your professional name as Company and you may mutually approve.

16. OWNERSHIP OF COPYRIGHT IN RECORDINGS:

Company shall be the owner for the entire universe of all right, One Hundred Percent (100%) title and interest in and to the Masters, all recorded albums, singles and all artwork (provided that you retain any rights in artwork created by you included in such artwork), all videos and any and all other recordings made hereunder (including, without limitation, the copyrights therein and thereto) ("Material(s)") and you, producers and all others rendering services in connection with Masters and such other recordings would be deemed to be Company employees-for-hire with respect thereto, and all such recordings are hereby expressly acknowledged to be works "made-for-hire" hereunder. If it is determined that any Material does not so qualify, then such Material, and all rights therein (including the sound recording copyright, but excluding the copyright in underlying musical composition), shall be automatically assigned to us by this agreement. Without limiting the foregoing, Company (and Company's respective designees) shall have the exclusive unrestricted, perpetual right throughout the universe to use, distribute, sell and exploit the Material in any and all media, by any and all methods and formats, Artist shall not perform (or allow any third party) for the purpose of recording any musical composition embodied in a Master ("Composition"), or any adaptation of any Composition, recorded hereunder for any person other than Company on records (including in radio or television commercials or otherwise for synchronization with visual images), before the later of: (i) 20 years (20) years after the date of delivery of the last delivered recording of the restricted Composition concerned or adaptation thereof; or (ii) ten (10) years after the date of expiration or other termination of the Term.

17. VIDEOS:

Company may establish a music video production fund of One Hundred Fifty Thousand Dollars (\$150,000) to be used solely in connection with creation of music videos during the initial Period (each music video shall be subject to an approved budget, and the video director(s), concept(s) and producer(s) shall be mutually determined by Artist and Company), provided that in the case of a dispute, Company's decision shall be final. It is hereby agreed that Company in its sole discretion shall determine whether or not to produce videos hereunder.

18. THIRD PARTY AGREEMENT:

Company will have approval during the Term over the terms of each agreement you enter into with any third party with respect to any publishing, merchandising, sponsorship, endorsement, fan club, live performance and other ancillary activities.

19. COMPANY ACCOUNTING TO YOU:

Company shall account to you semiannually in connection with Net Record Revenue pursuant to Company's standard policies. Your payment will be made to best efforts between 120 and 160 days of net revenue collection.

20. YOUR ACCOUNTING TO COMPANY:

Without limiting anything in this agreement, you will use our best efforts to irrevocably direct and cause each person or entity from which you or any person or entity receiving revenues on your behalf receives revenues to account directly to Company for Company's Publishing Participation, Merchandising Participation, Touring Participation and Ancillary Participation, as applicable, at the same times and subject to the same accounting terms as apply to accountings to you or the applicable person or entity receiving revenues on your behalf, but no less frequently than semi-annually. You shall use your best efforts to cause all agreements with third parties in connection therewith to provide that the third party concerned will account directly to Company in connection therewith and that company shall have the right to examine each such third party's books and records with respect to such revenues subject to the same terms and conditions as apply to accountings to you or the applicable person or entity receiving revenue on your behalf. You shall provide Company with copies of each statement received by you from such third parties during Term within ten (10) business days after your receipt thereof. You shall provide Company with copies of each agreement entered into by you with a third party during the Term within ten (10) business days after the execution of such agreement. Without limiting the foregoing, Company shall have standard audit rights with respect to your books and records. Company shall have the right to approve your business manager in its reasonable discretion. You will sign any documents as Company may reasonably request to effectuate and secure Company's rights hereunder.

21. CREATIVE APPROVALS:

All creative marketing direction decisions hereunder shall be mutual as between Artist and Company and all such decisions shall be made promptly following submission to Artist of the issue to be determined. All musical and composition material will be between Company and Artist for approval. Once Artist has been notified of the issue (and received pertinent materials if applicable) (the "Trigger Date"), Artist's acquiescence shall be deemed given if Artist has not disapproved (or approved as the case may be) within ten (10) business days of the Trigger Date. Artist shall not unreasonably withhold or delay approval or disapproval. Company has final approval on marketing, artist has mutual approval with EP of company.

22. ASSIGNMENT:

We may assign our rights under this agreement in whole or in part. You shall not be entitled to assign any of your rights or obligations hereunder. Notwithstanding the foregoing, you shall have the right to assign your right to receive monies payable to you hereunder one (1) time, and only one (1) person, firm or corporation of which Company shall have prior written notice, your assignee, if any, shall not be a third-party beneficiary of this agreement, and without limiting the generality of the foregoing, shall have no rights (including, without limitation, audit rights) or remedies under this agreement or otherwise in connection with Company's failure to perform any of Company's obligations hereunder. Furthermore, your assignee, if any, shall not be entitled to make any assignment of the monies payable to you.

23. MISCELLANEOUS PROVISION:

This Agreement shall be deemed to have been executed in the state of California and shall be construed in accordance with the laws of the state of California. This Agreement is the only Agreement of the parties and there is no other collateral Agreement (oral or written) between the parties in any manner relating to the subject matter hereof. Artist indemnifies Record Label from all or any liabilities, legal ramifications or prosecutions to Record Label made by Artist or any affiliates in connection. Any prior record agreements or contracts, intent contracts of such form existing between Company and Artist are considered terminated and this current contract/agreement is final and stands for terms set forth within.

24. REPRESENTATIONS, WARRANTIES & INDEMNITY:

You and Artist warrant and represent that:

(a) (1) you and Artist have the right and power to enter into and fully perform this agreement; (2) Company shall not be required to make any payments of any nature for, in connection with, the acquisition, exercise or exploitation of rights by Company pursuant to this agreement except as specifically provided in this agreement; (3) Artist is or will become and will remain, to the extent necessary to enable the performance of this agreement, a member in good standing of all labor unions or guilds, membership in which may be lawfully required for the performance of Artist's services hereunder; (4) neither you nor Artist will enter into any agreement which would interfere with the full and prompt performance of your and Artist's material obligations hereunder; (5) no Person other than Company will be authorized to use any existing Master Recordings of Artist's Performances for making, promoting, or marketing Phonograph Records; (6) during the term of this agreement, Artist will not perform or render any services for the purpose of making or exploiting Master Recordings or Phonograph Records for any Person except Company; (7) as of the date hereof, you and Artist are not residents of the State of California and you will notify Company immediately in the event that you or Artist become a resident of the State of California; and (8) no Person other than Company has any right to use any existing Master Recordings of Artist's Performances for making, promoting, or marketing Phonograph Records.

(b) No Materials, as hereinafter defined, or any use thereof, will violate any law or infringe upon or violate the rights of any Person. "Materials", as used in this Article, means: (1) the Master Recordings recorded hereunder, (2) all Controlled Compositions, (3) each name used by you or Artist, individually or as a group, in connection with Recordings made hereunder, (4) all Videos and (5) all other musical, dramatic, artistic and literary materials, ideas, and other intellectual properties, furnished or selected by you, Artist or any producer and contained in or used in connection with any Recordings made hereunder or their packaging, sale, distribution, advertising, publicizing or other exploitation, including, without limitation, all label copy and liner note information provided by you.

(c) Neither you nor Artist will perform any composition which shall have been recorded hereunder for any Person other than Company for the purpose of making records or master recordings or for any other purpose, prior to the date which is five (5) years subsequent to the date of delivery to Company of the Master containing such composition or the date two (2) years subsequent to the expiration date of the Term

of this agreement or any subsequent agreement between Company and you (or any Person furnishing your or Artist's recording services or the results and proceeds thereof) with respect to Artist's recording services, whichever is later.

(d) During the term of this agreement Artist will not render any musical performance (audiovisual or otherwise) for the purpose of making any motion picture or other audiovisual work ("picture", below) for any Person other than Company, and no Person other than Company will be authorized to produce, distribute, exhibit, or otherwise exploit any picture which contains any musical performance (audiovisual or otherwise) by Artist, without an express written agreement providing that the picture concerned will not contain Artist's performances of any musical compositions, in whole or in part.

(e) Your and Artist's services are unique and extraordinary, and the loss thereof cannot be adequately compensated in damages, and Company shall be entitled to injunctive relief to enforce the provisions of this agreement.

(f) You and Artist will at all times indemnify and hold harmless Company and any employee(s), attorney(s), officer(s), director(s) and/or affiliate(s) of Company (collectively the "Indemnities") from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any breach or alleged breach of any warranty or representation made by you and Artist in this agreement or any other act or omission by you. Pending the resolution of any such claim, Company will have the right to withhold monies which would otherwise be payable to you under this agreement in an amount not exceeding your potential liability to the Indemnities under this paragraph; provided, however, that Company will not withhold monies which otherwise would be payable to you under this agreement if you make bonding arrangements, satisfactory to Company in its sole discretion, to assure the Indemnities of reimbursement for all damages, liabilities, costs and expenses (including actual legal expenses and counsel fees) which the Indemnities may incur as a result of that claim. Company will notify you of any action commenced on such a claim. You may participate in the defense of any such claim through counsel of your selection at your own expense, but the Indemnities will have the right at all times, in its sole discretion, to retain or resume control of the conduct of the defense.

25. NOTICES: Any and all notices between the parties shall be in writing and shall be deemed duly served when personally delivered to either party, or in lieu of such personal service, when actually received in the mail, certified, first-class, postage prepaid, addressed to such party as follows:

ARTIST: Alan Fox aka "Foxx"
Cartel Records Inc
Residence Address
North Carolina

Record Label SVP: Griffin Guess
Cartel Records Inc
665 Lillian Way
Los Angeles CA 90004

Record Label VP: Zoe Lee
Cartel Records Inc
665 Lillian Way
Los Angeles CA 90004

or so such other place as may from time to time be specified in notice given pursuant to this Agreement as the address for services on any such party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and accepted this ___ day of January 2010.

By: _____
ARTIST: Alan Fox AKA "Foxx"

By: _____
Griffin Guess (Cartel Records)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, Number, and address):
 Andrew Spitzer (SBN 255917)
 MITCHELL SILBERBERG & KNUPP LLP
 11377 West Olympic Boulevard
 Los Angeles, California 90064-1683
 TELEPHONE NO.: (310) 312-2000 FAX NO.: (310) 312-3100
 ATTORNEY FOR (Name): Plaintiff, William Alan Fox p/k/a Alan Fox and/or Foxx

FOR COURT USE ONLY

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

MAR 30 2010

John A. Clarke / Executive Officer/Clerk
 By Amber Lafleur-Clayton Deputy
 AMBER LAFLEUR-CLAYTON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Central District

CASE NAME: WILLIAM ALAN FOX p/k/a ALAN FOX and/or FOXX v. CARTEL RECORDS, INC., GRIFFIN GUESS, an DOES 1 through 10, inclusive

CIVIL CASE COVER SHEET

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

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 43 47 55**

JUDGE:

DEPT:

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

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

Auto Tort

- Auto (22)
- Uninsured motorist (46)

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

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

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- 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): 4

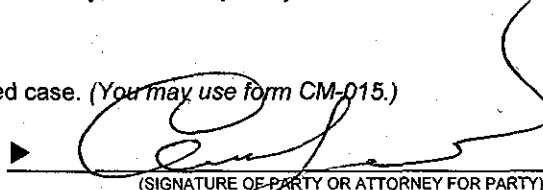
5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 30, 2010

Andrew Spitzer

(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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

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

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36) Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract *(not unlawful detainer or wrongful eviction)*
 - Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
- Declaratory Relief Only
- Injunctive Relief Only *(non-harassment)*
- Mechanics Lien
- Other Commercial Complaint Case *(non-tort/non-complex)*
- Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

SHORT TITLE: FOX V. Cartel Records, 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 3 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)

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

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

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

SHORT TITLE: FOX V. Cartel Records, et al.	CASE NUMBER
--	-------------

Employment

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.

Contract

Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.

Real Property

Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation	Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case		2, 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure		2., 6.
	<input type="checkbox"/> A6032 Quiet Title		2, 6.
	<input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)		2., 6.

Judicial Review Unlawful Detainer

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.

SHORT TITLE: FOX V. Cartel Records, et al.

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

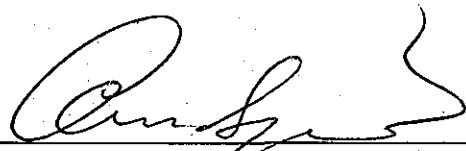
SHORT TITLE: Fox v. Cartel Records, et al.	CASE NUMBER
--	-------------

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: 665 Lillian Way	
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input 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: Los Angeles	STATE: CA	ZIP CODE: 90004	

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, subs. (b), (c) and (d)).

Dated: March 30, 2010


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Andrew Spitser

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.