

ORIGINAL

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Attorneys for Plaintiff
Nader Sherif

FILED
LOS ANGELES SUPERIOR COURT

JUN 13 2011

John A. Clarke, Executive Officer/Clerk
By: J. Amezcua, Deputy

CASE MANAGEMENT CONFERENCE

OCT 03 2011 830am RPT.K.
Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES Gerald Rosenberg, Judge

NADER SHERIF,
Plaintiff,

vs.

MEL GIBSON, an individual, and DOES 1
through 20,
Defendants.

CASE NO. SC112998

COMPLAINT FOR

- (1) BREACH OF CONTRACT;
AND
(2) PROMISSORY ESTOPPEL

DEMAND FOR TRIAL BY JURY

Plaintiff Nader Sherif ("Plaintiff" or "Sherif"), by and through his attorneys,
hereby complains and alleges as follows:

SUMMARY OF THE ALLEGATIONS

1. This action arises out of an agreement entered into by Defendant Mel Gibson ("Defendant" or "Gibson") to induce Plaintiff to invest in a new "green" rubber company called Green Rubber Global Limited ("Green Rubber" or the "Company"). Gibson, himself, was and is a significant investor in Green Rubber, and therefore he directly benefited from bringing in additional capital and new investors. Further, on information and belief, Gibson was able to buy shares in the Company at a substantially reduced price based on his ability to bring in new investors.

MURPHY ROSEN MEYLAN & DAVITT LLP

100 WILSHIRE BOULEVARD, SUITE 1300

SANTA MONICA, CA 90401-1142

TELEPHONE 310-899-3300; FACSIMILE 310-399-7201

2. Plaintiff is an unsophisticated investor who was induced to invest his entire life savings into Green Rubber in reliance on Gibson's agreement. Specifically, in exchange for Plaintiff's \$200,000 investment, Plaintiff was to receive shares in Green Rubber, plus a "put option" that required the Company, upon demand, to buy back his shares at the original purchase price. Plaintiff, however, was still unwilling to make such a large investment in an unknown company. To further induce Plaintiff to invest in Green Rubber, Gibson agreed to buy Plaintiff's shares at the original price if the Company for any reason did not repurchase the shares after Plaintiff's demand. Gibson stood to benefit by Plaintiff's investment into Green Rubber for many reasons, including (1) as Gibson was a significant shareholder in Green Rubber, the Company benefitted by having additional investors, which increased the capital necessary to make the Company a success which, in turn, further protected Gibson's investment; and (2) Gibson's "put option" allowed him to purchase Plaintiff's shares at a below-market price if the stock increased in value, as Gibson then expected it would. In reliance on Gibson's agreement to the put option, Plaintiff invested his entire life savings of \$200,000 into Green Rubber.

3. Plaintiff has since demanded on numerous occasions that Green Rubber repurchase Plaintiff's shares pursuant to Plaintiff's agreement with Green Rubber, but Green Rubber has refused to honor the put option and the Company appears to be defunct. Plaintiff has therefore demanded that Gibson honor his agreement and purchase Plaintiff's shares in the Company. In breach of his contract with Plaintiff, Gibson has refused to purchase Plaintiff's shares. Plaintiff therefore sues Gibson for breach of contract and promissory estoppel.

JURISDICTION AND VENUE

4. Subject matter jurisdiction is proper in this Court in that the amount in controversy is more than \$25,000.

5. Venue is proper in this Court pursuant to California Code of Civil Procedure section 395 because Defendant resides in Los Angeles County.

PARTIES

6. At all times material to the allegations in this Complaint, plaintiff Nader Sherif was an individual residing either in Costa Rica or Las Vegas, Nevada.

7. Defendant Mel Gibson is, and at all times material herein has been, an individual residing in Los Angeles, California.

8. Plaintiff is ignorant of the true names and capacities of other defendants sued herein as Does 1 through 20, inclusive, and, therefore, sues these defendants by such fictitious names pursuant to Section 474 of the California Code of Civil Procedure. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of such Does 1 through 20, inclusive, if and when they are ascertained. All references herein to the named defendant(s), or any of them, include the defendants named herein as Does.

9. Plaintiff is informed and believes, and based thereon alleges, that each defendant herein, including Does 1 through 20 inclusive, was responsible in some manner for the damages suffered by Plaintiff as alleged herein and was a legal cause thereof.

GENERAL ALLEGATIONS

10. In or around March 2007, when Gibson was on a trip to Latin America, Gibson began soliciting Plaintiff to invest in Green Rubber. Gibson represented to Sherif that Green Rubber was a new "green" rubber company that was going to be wildly successful and that he should seriously consider investing in it. On information and belief, Green Rubber is a company headquartered in Kuala Lumpur, Malaysia that purports to have developed a technology that can devulcanise rubber used in tires to make recycled "green rubber" that can be used to produce many other rubber products. Still Sherif was reluctant to invest his hard earned money in an unknown company he knew little about.

11. Again in or around June 2007, Gibson told Sherif that he should invest in Green Rubber. Sherif was still reluctant to make an investment and told Gibson that he

1 could not afford to lose any money because he and his wife just had a child. Gibson
2 assured him that Green Rubber was going to be enormously successful and that he
3 should put everything he could into the Company. Based on Gibson's persistent
4 solicitation, Sherif asked Gibson if he could put him in contact with someone at Green
5 Rubber so that he could discuss potential investment in the Company.

6 12. In or around June 2007, in a phone call arranged by Gibson, Plaintiff
7 spoke with the Vinod Sekhar ("Sekhar"), the President and Chief Executive of the Petra
8 Group, which Plaintiff was told was the parent company of Green Rubber. During
9 their phone conversation, Sekhar and Plaintiff discussed his potential investment in
10 Green Rubber, but Sherif still remained skeptical about investing. Sherif was also
11 concerned that even if the investment proved successful, almost all of his liquid assets
12 would be effectively locked up in the stock, and not easy to sell, since this was not a
13 publicly traded company. Plaintiff had additional discussions with Sekhar and Gibson
14 but continued to remain skeptical about such an investment.

15 13. Finally, on or around July 8, 2007, Plaintiff met with both Gibson and
16 Sekhar at a dinner party. Plaintiff's wife and sister were both present at the party. At
17 the party, Gibson and Sekhar again promoted Green Rubber and solicited Plaintiff's
18 investment in the Company. Plaintiff once again voiced his concerns about investing
19 and told them that he could not afford to lose any money. He also told them that he
20 was concerned about putting all of his cash into an investment and then having no cash
21 available for emergencies or other unforeseen circumstances. Gibson and Sekhar
22 assured him that Green Rubber was going to an incredible success and that he could not
23 lose by investing in it.

24 14. To further induce Plaintiff's investment, Sekhar assured Plaintiff the
25 Company would repurchase his shares at the original contract price at anytime that
26 Plaintiff elected, effectively giving Plaintiff the right to "put" his shares to the
27 Company (the "put option").
28

1 15. However, Plaintiff was still not convinced and, at the same dinner party,
2 his sister and wife voiced serious concerns about investing his life savings in an
3 unknown company about which he knew very little. After hearing Plaintiff's sister and
4 wife's concerns, Gibson took them aside and assured them that, if for any reason Green
5 Rubber refused to repurchase Plaintiff's shares after demand, Gibson would purchase
6 the shares at the price of Plaintiff's original investment.

7 16. The primary reason that Defendant agreed to purchase Plaintiff's shares
8 was to serve his own interests. Mainly, not only did his agreement assure additional
9 capital to a company in which Defendant had made his own substantial investment, but
10 it also gave Defendant the option to purchase Plaintiff's shares at a below-market price
11 if, as Defendant then expected, the shares had increased in value.

12 17. In reliance on Gibson's agreement to purchase his shares, Plaintiff
13 decided to invest in Green Rubber. Plaintiff made a \$200,000 investment in the
14 Company – his entire life savings. In exchange, Plaintiff ultimately received 130,000
15 shares in Green Rubber. A true and correct copy of the stock certificate that was
16 eventually issued reflecting Plaintiff's investment in Green Rubber is attached hereto as
17 Exhibit "1" and incorporated herein by reference.

18 18. On or around July 15, 2008, a year after his initial investment, after
19 having not received his stock certificate from the Company after countless requests,
20 after having not received a shareholders' report from the Company containing financial
21 statements, and after receiving little assurance from anyone from the Company that it
22 was on track to go public or make any kind of profit, Plaintiff notified Sekhar in
23 writing that he was exercising his "put option" which would thereby trigger Green
24 Rubber's immediate obligation to repurchase Plaintiff's shares and return his \$200,000
25 investment. In a written response, Sekhar told Plaintiff that his shares would be
26 repurchased.

27 19. On or around July 17, 2008, Plaintiff informed Gibson by mobile phone
28 text message that he had notified Sekhar that he intended to exercise his "put option."

1 Gibson responded to Plaintiff by text, discouraging him from exercising his option and
2 assuring Plaintiff that the shares were going to be "huge" and poised to "really hit in
3 [September]."

4 20. After Plaintiff's exchange with Gibson, Sekhar also contacted Plaintiff
5 and also discouraged Plaintiff from exercising his option.

6 21. Based on Gibson and Sekhar's assurances that the Company was on track
7 to be a success, Plaintiff withdrew his demand and maintained his investment in Green
8 Rubber.

9 22. However, on or about December 2008, Plaintiff and his young family
10 were experiencing serious financial hardship. They needed cash and Plaintiff again
11 sought to exercise his "put option." From December 2008 through October 2009,
12 Plaintiff notified Green Rubber innumerable times that he was exercising his option
13 and demanded the return of his \$200,000 investment. In response to these demands,
14 Sekhar continually assured Plaintiff that Green Rubber was agreeing to repurchase his
15 shares.

16 23. Despite these assurances from Sekhar and Plaintiff's exhaustive efforts to
17 have Green Rubber honor its obligation, Green Rubber has refused to repurchase
18 Plaintiff's shares.

19 24. Based on his "put option" agreement with Gibson, Plaintiff has therefore
20 made multiple demands that Gibson purchase his shares, the most recent of which
21 being on or about March 26, 2010. In fact, Gibson wholly ignored this most recent
22 demand.

23 25. In breach of his contract with Plaintiff, Gibson has refused to purchase
24 Plaintiff's shares, which has caused and continues to cause Plaintiff and his family
25 damage and serious financial hardship.

26 ///

27 ///

28 ///

FIRST CLAIM FOR RELIEF**(BREACH OF CONTRACT)****(Against All Defendants)**

26. Plaintiff incorporates by reference herein as though fully set forth paragraphs 1 through 25, above.

27. Gibson entered into an oral contract with Plaintiff wherein he agreed to a "put option" agreement for the purchase of Plaintiff's shares at the price of \$200,000 if, for any reason, Green Rubber did not repurchase Plaintiff's shares upon demand.

28. Green Rubber has refused to repurchase Plaintiff's shares after demand and therefore Plaintiff has demanded that Gibson purchase Plaintiff's shares at the contract price of \$200,000.

29. Despite multiple demands being made, Gibson has refused to purchase Plaintiff's shares and is therefore in breach of his contract.

30. Plaintiff has at all times performed all duties and obligations under the contract, except to the extent that Plaintiff was excused or prevented from doing so by the acts and omissions of Defendant.

31. As a direct and proximate result of Defendant's breach of his contract with Plaintiff, Plaintiff has suffered damages in the amount of \$200,000, plus interest at the maximum legal rate.

SECOND CLAIM FOR RELIEF**(PROMISSORY ESTOPPEL)****(Against All Defendants)**

32. Plaintiff incorporates by reference herein as though fully set forth paragraphs 1 through 31, above.

33. Gibson made a promise to Plaintiff that he would purchase Plaintiff's shares of Green Rubber at the contract price of \$200,000 if, for any reason, Green Rubber failed to repurchase Plaintiff's shares upon demand.

1 34. Although demand has been made by Plaintiff, Green Rubber has refused
2 to repurchase Plaintiff's shares.

3 35. In reliance on Gibson's promise, Plaintiff purchased shares of Green
4 Rubber for \$200,000. Plaintiff would not have purchased shares in Green Rubber but
5 for Gibson's promise.

6 36. Gibson either intended for Plaintiff to rely on his promise or should have
7 reasonably expected that Plaintiff would rely on his promise when Plaintiff invested
8 \$200,000 in Green Rubber.

9 37. Plaintiff invested his entire life savings in Green Rubber based on
10 Gibson's promise that he would purchase Plaintiff's shares. As a result of Gibson
11 refusing to purchase Plaintiff's shares, Plaintiff and his family have suffered and
12 continue to suffer substantial damages and financial hardship. If Gibson is not forced
13 to honor his promise to Plaintiff and purchase Plaintiff's shares, Plaintiff will continue
14 to suffer hardship.

15 38. As a direct and proximate result of Plaintiff's detrimental reliance on
16 Defendant's promise, Plaintiff has suffered damages in the amount of \$200,000, plus
17 interest at the maximum legal rate.

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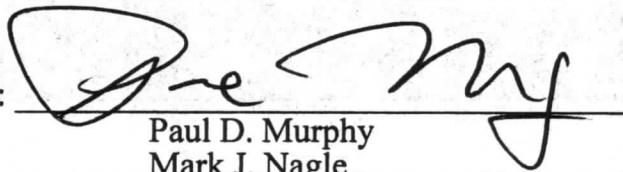
MURPHY KOSEN MEYLAN & DAVITT LLP
100 WILSHIRE BOULEVARD, SUITE 1300
SANTA MONICA, CA 90401-1142
TELEPHONE 310-899-3300; FACSIMILE 310-399-7201

PRAYER FOR RELIEF

Wherefore, Plaintiff Nader Sherif prays for judgment against Defendant Mel Gibson as follows:

1. For general damages in the amount of \$200,000, together with interest thereon at the maximum legal rate;
2. For costs of the suit incurred herein; and
3. For such other and further relief as the Court may deem just and proper.

DATED: June 13, 2011 MURPHY ROSEN MEYLAN & DAVITT LLP

By: 
Paul D. Murphy
Mark J. Nagle
Attorneys for Plaintiff
Nader Sherif

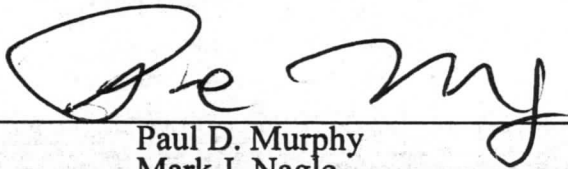
MURPHY KOSEN MEYLAN & DAVITT LLP
100 WILSHIRE BOULEVARD, SUITE 1300
SANTA MONICA, CA 90401-1142
TELEPHONE 310-899-3300; FACSIMILE 310-399-7201

DEMAND FOR TRIAL BY JURY

Plaintiff Nader Sherif hereby demands trial by jury on all causes of action
alleged herein.

DATED: June 13, 2011

MURPHY ROSEN MEYLAN & DAVITT LLP

By: 
Paul D. Murphy
Mark J. Nagle
Attorneys for Plaintiff
Nader Sherif

**GREEN RUBBER GLOBAL
LIMITED**

Certificate No. 39

No. of shares 130,000

Issued to Nader Sherif

*of 3327 Erva Street #213,
Las Vegas, Nevada, NV
89117*

*130,000 Ordinary shares of
GBP .0100 each*

*numbered 7,043,601 to
7,173,600 inclusive*

Dated 06-Mar-2009

GREEN RUBBER GLOBAL LIMITED

Certificate No. 39

No. of shares 130,000

This is to certify that

Nader Sherif

of

3327 Erva Street #213, Las Vegas, Nevada, NV 89117

is the Registered Holder of

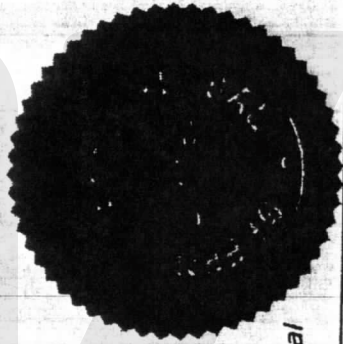
130,000 Ordinary shares of GBP .0100 each

numbered 7,043,601 to 7,173,600 inclusive

*in the above-named Company,
subject to the Memorandum and Articles of Association of the Company.*

Given under the Common Seal of the said Company,

Dated 06-Mar-2009



Seal

[Signature]
Director
*For and on behalf of
NTC Services Limited
Corporate Director*

[Signature]
Director
*For and on behalf of
NTC Management Limited
Corporate Director*

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT: MEL GIBSON, an individual,
(AVISO AL DEMANDADO): and DOES 1 through 20

FOR COURT USE ONLY
USO PARA USO DE LA CORTE

FILED

LOS ANGELES SUPERIOR COURT

JUN 13 2011

John A. Clarke, Executive Officer/Clerk
By: J. Amezcua, Deputy

**YOU ARE BEING SUED BY PLAINTIFF: NADER SHERIF
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Los Angeles County Superior Court - West District
Santa Monica, CA 90401

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Paul D. Murphy / Mark J. Nagle
MURPHY ROSEN MEYLAN & DAVITT LLP

Santa Monica, California 90401-1142
DATE: JUN 13 2011 JOHN A. CLARKE
(Fecha) Clerk, by J. Amezcua Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

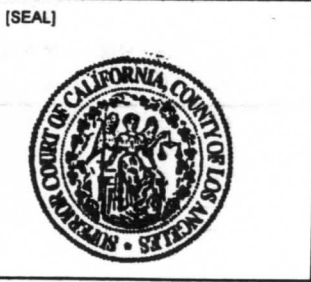
1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Paul D. Murphy (SBN 159556) Mark J. Nagle (SBN 248873) MURPHY ROSEN MEYLAN & DAVITT LLP [REDACTED] Santa Monica, California 90401-1142 TELEPHONE NO.: [REDACTED] FAX NO.: [REDACTED] ATTORNEY FOR (Name): Plaintiff Nader Sherif		FOR COURT USE ONLY <div style="text-align: center; font-size: 24pt; font-weight: bold;">FILED</div> <div style="text-align: center;">LOS ANGELES SUPERIOR COURT</div> <div style="text-align: center; font-size: 18pt; font-weight: bold;">JUN 13 2011</div> <div style="text-align: center;">John A. Clarke, Executive Officer/Clerk By: J. Amezcua, Deputy</div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: [REDACTED] MAILING ADDRESS: SAME CITY AND ZIP CODE: Santa Monica, CA 90401 BRANCH NAME: West District		CASE NUMBER: [REDACTED] JUDGE: Gerald Rosenberg, Judge DEPT: [REDACTED]	
CASE NAME: Sherif v. Gibson		CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)			

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

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Two: Breach of Contract; Promissory Estoppel
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: June 13, 2011

Paul D. Murphy
(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

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: Sherif v. Gibson

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 ☐ HOURS/ ☐ DAYS**Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):****Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.**Applicable Reasons for Choosing Courthouse Location (See Column C below)**

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

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input 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.
	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	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.

SHORT TITLE: Sherif v. Gibson		CASE NUMBER
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.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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Judicial Review	Writ of Habeas Corpus (02)	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	4.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.