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Attorneys for Plaintiffs
Fred Krueger and Needly, Inc.

FILED
Superior Court of California
County of Los Angeles

FEB 23 2016

Sherri R. Carter, Executive Officer/Clerk
By Ishayla Chambers, Deputy

D36 Gregory Alarcon

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BC 6 1 1 4 2 1

FRED KRUEGER, and NEEDLY, INC.,
a Delaware corporation,

Case No.

COMPLAINT FOR:

Plaintiffs,

vs.

**MINDS + MACHINES GROUP,
LIMITED, a British Virgin Island
company, MINDS + MACHINES US,
INC., a California corporation,
ANTONY VAN COUVERING, an
individual, MICHAEL SALAZAR, an
individual, and DOES 1-40,**

1. Breach of Written Contract re Missing Shares
2. Negligence;
3. Breach of Fiduciary Duty;
4. Accounting;
5. Breach of Written Contract re Stock Warrants; and
6. Breach of Written Contract re Return of Shares

Defendants.

COMES NOW Plaintiffs Fred Krueger and Needly, Inc., who for their Complaint alleges as follows:

1. Plaintiff Krueger is an individual residing in Los Angeles County, California.
2. Defendant Minds + Machines Group Limited (hereafter "Minds Machines Group"), fka Top Level Domain Holdings, Inc. fka Hecta Media (*infra*), is a

CIT/CASE: BC611421
 LEH/DEF#:
 RECEIPT # : CCH3371912
 DATE PAID: 02/23/16 04:24 PM
 PAYMENT: \$435.00
 RECEIVED:
 CHECK:
 CASH: \$435.00
 CHANGE: \$0.00
 TEND: \$0.00

1 British Virgin Island company with an address in London, England. Minds + Machines
2 Group acts as a registrar in registering domain names for companies utilizing the
3 Internet. Although Minds + Machines Group is a publicly traded company listed on the
4 London Stock Exchange, Plaintiff Krueger is informed and believes, and on such basis
5 alleges, that Minds + Machines Group is doing business in Los Angeles County through
6 its wholly owed subsidiary Minds + Machines US, Inc.

7 3. Defendant Minds + Machines US, Inc. (hereafter "Minds + Machines
8 US"), is a California corporation, duly registered to conduct business in the state of
9 California, and so doing business in Los Angeles County, California. Plaintiff Krueger
10 is informed and believes, and on this basis alleges, that with essentially the same key
11 officers and directors, Defendant Minds + Machines US does exactly what Minds +
12 Machines Group does; to wit, registering domain names for companies utilizing the
13 Internet.

14 4. Given the above, Plaintiff Krueger is informed and believes, and on such
15 basis alleges, that Defendant Minds + Machines US is the agent of Defendant Minds +
16 Machines Group, and acted with such a unity of interest with Minds + Machines Group,
17 and at all times mentioned herein ratified and approved the acts of Minds + Machines
18 Group to such an extent, that Minds + Machines US became the alter ego of Minds +
19 Machines Group. As such, Plaintiff Krueger alleges that it would be sanctioning a fraud
20 if Minds + Machines US were to claim the privilege of the corporate shield in insulating
21 itself from the acts and/or omissions of Minds + Machines Group as described herein.

22 5. Defendant Antony Van Couvering is an individual residing in Los Angeles
23 County, California. From approximately December 12, 2015 until his termination on
24 February 22, 2016, Defendant Van Couvering was the Chief Executive Officer and an
25 Executive Director of Minds + Machines Group, and the Chief Executive Officer and
26 Executive Director of Minds + Machines US. Notwithstanding his termination from the
27 above positions, as of the date of this Complaint, Defendant Van Couvering is also the
28

1 agent for service of process for Minds + Machines US.

2 6. Defendant Michael Salazar is an individual residing in Los Angeles
3 County, California. Defendant Salazar is the Chief Financial Officer for both Minds +
4 Machines Group and Minds + Machines US.

5 7. Plaintiffs do not know the identities of those Defendants sued herein as
6 DOES 1 through 40 and, therefore, sues those DOE Defendants by fictitious names.
7 Plaintiffs will amend their Complaint to substitute the true identities of DOES 1 through
8 40 when ascertained.

9 8. Plaintiffs are informed and believe, and on this basis alleges, that DOES 1
10 through 10, inclusive, are the agents, servants, and employees of Defendant Minds +
11 Machines Group. Thus, an allegation made against Defendant Minds + Machines
12 Group is automatically deemed to be made against DOES 1 through 10.

13 9. Plaintiffs are informed and believe, and on this basis alleges, that DOES
14 11 through 20, inclusive, are the agents, servants, and employees of Defendant Minds +
15 Machines US. Thus, an allegation made against Defendant Minds + Machines US is
16 automatically deemed to be made against DOES 11 through 20.

17 10. Plaintiffs are informed and believe, and on this basis alleges, that DOES
18 21 through 30, inclusive, are the agents, servants, and employees of Defendant Antony
19 Van Couvering. Thus, an allegation made against Defendant Van Couvering is
20 automatically deemed to be made against DOES 21 through 30.

21 11. Plaintiffs are informed and believe, and on this basis alleges, that DOES
22 31 through 40, inclusive, are the agents, servants, and employees of Defendant Michael
23 Salazar. Thus, an allegation made against Defendant Salazar is automatically deemed to
24 be made against DOES 31 through 40.

25 //

26 //

1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2 12. In November 2007, Plaintiff Krueger was one of the primary founders of
3 Hecta Media, Inc., along with Guy Elliott, Clark Landry, David Weil and Michael Beck,
4 and served as the Chairman of its Board of Directors. Initially, Hecta Media was created
5 as an investment vehicle for acquiring Internet assets, and began trading on November
6 14, 2007. Although Hecta Media is listed as a British Virgin Islands company, with
7 Beaumont Cornish as its Nominated Advisor in the United Kingdom, at all times
8 mentioned herein, its headquarters and "nerve center" was in Santa Monica, California.

9 13. In November 2007, Plaintiff Krueger entered into a written agreement
10 with Hecta Media to purchase 25 million shares of Hecta Media stock at different
11 prices, and hence, in two separate issuances of: (i) 20 million shares; and (ii) 5 million
12 shares. The negotiations for this stock purchase took place at Hecta Media's
13 headquarters in Santa Monica, California and were conducted between Plaintiff
14 Krueger, on his own behalf, and the other founders of Hecta Media. This stock purchase
15 agreement was subsequently ratified at a Hecta Media Board meeting in Santa Monica,
16 and a formal written Board Resolution was then executed in Santa Monica confirming
17 this sale in November 2007. (A true and accurate unsigned copy of this Resolution is
18 attached hereto as Exhibit A.)

19 14. During November 2007, Defendants contend that Hecta Media, Inc.
20 instructed its transfer agent, Computershare, which had a branch office in London, to
21 electronically transfer Plaintiff Krueger's 25 million shares to Plaintiff Krueger's
22 international account at Goldman Sachs's London office in two separate transfers, i.e., a
23 transfer of 20 million shares, and then a transfer of five million shares. These transfers
24 were made in London at Hecta Media's request as Hecta Media was a public company
25 that was traded on the London Stock Exchange. As these shares were issued
26 electronically, they are not evidenced with any actual paper shares stating the name of
27 the issuing company.

1 15. On June 1, 2009, Hecta Media, Inc. changed its name to Domain
2 Holdings, and expanded its business to include the registration of domain names for
3 companies using the Internet. On June 1, 2009, Defendant Van Couvering became the
4 CEO of Top Level Domain Holdings, and on December 12, 2012, Defendant Salazar
5 became Top Level Domain Holding's CFO. In 2013, Top Level Domain Holdings
6 changed its name to Minds + Machines Group and, regardless of the name change,
7 Minds + Machines Group continued to act as a registrar in registering domain names for
8 companies using the Internet.

9 16. In June of 2013, Plaintiff Krueger was in the process of getting a divorce
10 from his wife. As part of the marital property division, Plaintiff Krueger hired forensic
11 accountants to verify the nature and existence of all of his assets. Although the forensic
12 accountants were able to trace and locate Plaintiff Krueger's 20 million shares of Hecta
13 Media stock at Goldman Sachs, in approximately October 2013, Plaintiff Krueger's
14 accountants informed him for the first time that they could not find any evidence that he
15 held the subject five million shares of stock in Hecta Media in any Goldman Sachs
16 account, or in any account.

17 17. Prior to this time, Plaintiff Krueger had regularly reviewed the financial
18 statements of Hecta Media, Top Level Domain Holdings and Minds + Machines Group,
19 which regularly listed the total number of said companies' outstanding shares. If
20 Defendants had not issued five million shares to Plaintiff Krueger, based on Plaintiff
21 Krueger's knowledge of the total number of shares that were issued to various other
22 parties, the total number of outstanding shares would have been five million less than
23 the number consistently reported on the above financial sheets and said entities' web
24 sites.

25 18. After discovery of the missing five million shares, Plaintiff Krueger began
26 to demand explanations from the Minds + Machines Group, Computershare and
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1 Goldman Sachs as to what happened to the five million shares. Not surprisingly, each of
2 these parties blamed each other.

3 19. For example, Defendants contend that they issued the shares and gave
4 instructions to Computershare to transfer them to Goldman Sachs. Nevertheless, despite
5 requests for the same, Defendants have failed to produce any documentation showing
6 that they instructed Computershare to transfer the five million shares to Goldman Sachs.

7 20. Computershare, on the other hand, contends that it has a "screen shot"
8 from one of its computers showing two separate electronic transfers of 20 million shares
9 and five million shares to Goldman Sachs on November 23, 2007. Nevertheless,
10 Computershare has no other documentation of any kind showing that it received
11 instructions from any of the Defendants to transfer five million shares to Goldman
12 Sachs.

13 21. Last, but not least, despite ComputerShare's "screen shot," Goldman
14 Sachs contends that it never received an electronic transfer from Computershare of five
15 million Hecta Media shares to be transferred into Plaintiff Krueger's account. While
16 Goldman Sachs can account for all of the shares it holds in Hecta Media, Inc., Top
17 Level Domain Holdings, and Minds + Machines Group on behalf of other shareholders,
18 including prior transfers of Minds + Machines Group stock to Plaintiff Krueger, it
19 cannot isolate any deposit of five million shares into Plaintiff Krueger's account, or into
20 any other shareholder's account, from any source.

21 22. While a simple comparison by Defendants of all shares held by those
22 shareholders identified in its shareholder's register with the total number of shares
23 outstanding would reveal whether Plaintiff Krueger's five million shares were ever
24 actually issued, Defendants have failed to take this crucial step. Furthermore, as it is
25 apparent that the five million shares cannot be accounted for, and cannot be located in
26 anyone else's account, Defendants have refused, as recently as January 2016, to simply
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28

1 cancel the issuance of Plaintiff Krueger's five million shares, and reissue them, or issue
2 them in the first place if they had never been issued for whatever reason.

3 23. In the interim, in 2015, Minds + Machines Group formed Minds +
4 Machines US as a wholly owned subsidiary, which continues to act as a registrar in
5 registering domain names for companies utilizing the Internet. As previously
6 mentioned, Defendant Salazar continues to act as the CEO and CFO of Minds +
7 Machines Group and Minds + Machines US, while Defendant Van Couvering acted as
8 the CEO and CFO of Minds + Machines Group and Minds + Machines US until his
9 termination from all of these positions on February 22, 2016. Finally, in 2015, Plaintiff
10 Krueger was forced out of Minds + Machines Group as its Chairman of the Board of
11 Directors.

12
13 **FIRST CAUSE OF ACTION FOR BREACH OF WRITTEN CONTRACT**
14 **RE MISSING SHARES**

15 (Against Defendants Minds + Machines Group and Minds + Machines US)

16 24. Plaintiff Krueger re-alleges and incorporates paragraphs 1 through 23,
17 above, as if fully set forth herein.

18 25. Plaintiff Krueger has performed all terms and conditions of his stock
19 purchase agreement, except for any terms or conditions that have been excused by law,
20 including payment of approximately \$400,000.00 to Hecta Media for the purchase of
21 the subject five million shares,.

22 26. By failing to issue its five million shares to Plaintiff Krueger, or otherwise
23 account for and confirm said sale, Defendants Minds + Machines Group and Minds +
24 Machines US has breached its agreement to sell five million shares of stock to Plaintiff
25 Krueger.

26 27. As a proximate cause of this breach, Plaintiff Krueger has been damaged
27 in sum in excess of \$500,000.00, representing the current value of his five million
28

1 shares, and in an amount to be proved at the time of trial, and for prejudgment interest
2 thereon.

3
4 **SECOND CAUSE OF ACTION FOR NEGLIGENCE**

5 (Against All Defendants)

6 28. Plaintiff Krueger re-alleges and incorporates paragraphs 1 through 23,
7 above, as if fully set forth herein.

8 29. At all times mentioned herein, all Defendants herein owed a duty to
9 Plaintiff Krueger to effectively transfer and account for the five millions shares that
10 Plaintiff Krueger purchased in Hecta Media.

11 30. In failing to effect and/or account for this transfer, all Defendants
12 breached their duties to Plaintiff Krueger.

13 31. As a proximate result of this breach, Plaintiff Krueger has been damaged
14 in an amount in excess of \$500,000.00, and in an amount to be proved at the time of
15 trial, and for prejudgment interest thereon.

16
17 **THIRD CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY**

18 (Against Defendants Van Couvering and Salazar)

19 32. Plaintiff Krueger re-alleges and incorporates paragraphs 1 through 23,
20 above, as if fully set forth herein.

21 33. As directors and officers of both Defendants Minds + Machines Group
22 and Minds + Machines US, Defendant Salazar owes, and Defendant Van Couvering
23 owed, a fiduciary duty to Plaintiff Krueger as a shareholder in Minds + Machines
24 Group to account for the whereabouts of Plaintiff Krueger's five million shares of stock
25 in Minds + Machines Group, fka Hecta Media, and if said shares cannot be identified
26 and located, to cancel said shares and re-issue the same to Plaintiff Krueger.

1 34. Despite recent numerous requests from Plaintiff Krueger to locate and
2 identify his five million shares, and despite request made in January 2016 that
3 Defendants cancel and re-issue the missing shares, Defendants have breached their
4 fiduciary duties to Plaintiff Krueger by failing and refusing to so act.

5 35. As a proximate result of these breaches of fiduciary duty Plaintiff Krueger
6 has been damaged in a sum in excess of \$500,000.00, and in an amount to be proved at
7 the time of trial, and for prejudgment interest thereon.

8 36. Plaintiff Krueger also seeks punitive damages against Defendants Van
9 Couvering and Salazar in an amount to be proved at the time of trial.

10
11 **FOURTH CAUSE OF ACTION FOR AN ACCOUNTING**

12 (Against Defendants Van Couvering and Salazar)

13 37. Plaintiff Krueger re-alleges and incorporates paragraphs 1 through 23, and
14 33 through 34, above, as if fully set forth herein.

15 38. Plaintiff Krueger seeks an accounting from Defendants Van Couvering
16 and Salazar as to the whereabouts and identity of his five million shares of stock.

17
18 **FIFTH CAUSE OF ACTION FOR**
19 **BREACH OF WRITTEN CONTRACT RE STOCK WARRANTS**

20 (Against Defendant Minds + Machines Group Limited)

21 39. Plaintiff Krueger re-alleges and incorporates paragraphs 1 through 23,
22 above, as if fully set forth herein.

23 40. Upon formation of Hecta Media in November 2007, and in consideration
24 of Plaintiff's Krueger's role therein, Hecta Media issued warrants to Plaintiff Krueger
25 allowing him to purchase five million additional shares in Hecta Media (not to be
26 confused with the subject five million missing shares.) This agreement was
27 memorialized in writing, and approved by Hecta Media's Board of Directors.

1 41. During June 2015 Plaintiff Krueger attempted to exercise his option to
2 exercise these warrants. Despite Defendant Minds + Machine Group's confirmation to
3 Plaintiff Krueger in an email dated August 26, 2015 that it would issue an "options
4 check" to Plaintiff Krueger in roughly the amount of \$21,000.00, Defendant Minds +
5 Machines has failed to do so. (Exhibit B, attached hereto, is a true and accurate copy of
6 this email.)

7 42. Plaintiff Krueger has performed all obligations required of him in
8 consideration of the stock warrants, except those that have been excused by law.

9 43. As a proximate result of Defendant Minds + Machine Group's breach of
10 this agreement, Plaintiff Krueger has been damaged in the sum in excess of \$21,000.00,
11 which Plaintiff is informed and believes represents the present value of the outstanding
12 warrants, and in an amount to be proved at the time of trial. Plaintiff Krueger also seeks
13 prejudgment interest on this sum in an amount to be proved at the time of trial.

14
15 **SIXTH CAUSE OF ACTION FOR**
16 **BREACH OF WRITTEN CONTRACT –SPECIFIC PERFORMANCE**

17 (Against Defendant Minds + Machines Group Limited)

18 44. Plaintiff Needly, Inc. re-alleges and incorporates paragraphs 1 through 23,
19 above, as if fully set forth herein.

20 45. Plaintiff Needly, Inc. (hereafter "Needly") is a Delaware corporation duly
21 authorized to conduct business in the state of California, and so conducting business in
22 Los Angeles County, California.

23 46. In 2015, Plaintiff Krueger was a majority shareholder in Needly, Inc., its
24 Chief Executive Officer, and the sole member on Needly, Inc.'s Board of Directors.

25 47. In June of 2015, on behalf of Plaintiff Needly, Plaintiff Krueger
26 negotiated an agreement with Defendants Van Couvering and Salazar, on behalf of
27 Minds + Machines Group, that in exchange for a payment by Minds + Machines Group
28

1 to Needly of approximately \$800,000.00, Needly would serve as an Internet consultant
2 to Minds + Machines Group, would further allow Minds + Machines Group to link to
3 Needly's Internet listing product called "Mozart," and would further grant Minds +
4 Machines approximately 250,000.00 shares of Needly stock representing, at that time,
5 approximately one percent of Needly. This agreement was confirmed in the parties'
6 emails and was also formally approved by Minds + Machine Group's Board of
7 Directors. (Hereafter the "Consulting Agreement.")

8 48. In May 2015, Plaintiff Krueger left Minds + Machine Group's Board of
9 Directors under an agreement Plaintiffs Krueger and Needly made with Minds +
10 Machines Group that if Plaintiff Krueger would sell all of his shares in Minds +
11 Machines Group, Minds and Machines Group would return to Needly all of the stock it
12 was holding in Needly, which had been given to it under the above Consulting
13 Agreement. (Hereafter the "Exit Agreement.") This Exit Agreement was confirmed in
14 an email dated June 15, 2015 from Defendant Antony Van Couvering to Plaintiff
15 Krueger. (Exhibit C, attached hereto, is a true and accurate copy of this email.)

16 49. Plaintiff Krueger has performed all of the terms and conditions of the Exit
17 Agreement by selling all of his stock in Minds + Machines Group in the general market
18 place. Nevertheless, despite drafts of an Omibus Agreement that would formalize the
19 parties' agreement in "long form" that were circulated in January 2016, Minds +
20 Machines Group has refused to sign the same, and has now demanded that before it will
21 return its Needly stock to this company, Plaintiff Krueger must confirm that his sale of
22 all Minds + Machine Group's stock included the subject five million shares he
23 purchased in November 2007.

24 50. Plaintiff Krueger is unable to make such a confirmation as the five million
25 shares cannot be located or identified.

26 52. Minds + Machine Group's refusal to return to Needly, Inc. all of the stock
27 that it holds therein is a breach of the parties' Exit Agreement.

1 53. As the value of this stock is incapable of precise evaluation given the
2 fluctuating nature of this interest, money damages are impossible to calculate with any
3 degree of certainty. Similarly, allowing Minds + Machines Group to continue holding
4 approximately one percent of Needly, when it is not entitled to do so, is a damage that
5 cannot be quantified in any monetary respect.

6 54. Consequently, Plaintiffs Krueger and Needly seek an order from this
7 Court of specific performance that Minds + Machines Group return all of the stock that
8 it holds in Needly, Inc. to said company.

9
10 WHEREFORE, Plaintiffs pray:

- 11 1. For judgment in Plaintiff Krueger's favor on his First Cause of Action for
12 Breach of Written Contract, and for damages in excess of \$500,000.00
13 and in an amount to be proved at the time of trial, and for prejudgment
14 interest thereon;
- 15 2. For judgment in Plaintiff Krueger's favor on his Second Cause of Action
16 for Negligence, and for damages in excess of \$500,000.00 and in an
17 amount to be proved at the time of trial, and for prejudgment interest
18 thereon;
- 19 3. For judgment in Plaintiff Krueger's favor on his Third Cause of Action for
20 Breach of Fiduciary Duty, for damages in excess of \$500,000.00 and in an
21 amount to be proved at the time of trial, for prejudgment interest thereon,
22 and for punitive damages in an amount to be proved at the time of trial;
- 23 4. For judgment in Plaintiff Krueger's favor on his Fourth Cause of Action
24 for an Accounting, and for an accounting from Defendants Van Couvering
25 and Salazar of the whereabouts and identity of his five million shares of
26 stock;

- 1 5. For judgment in Plaintiff Krueger's favor on his Fifth Cause of Action for
2 Breach of Written Contract re Stock Warrants in an amount in excess of
3 \$21,000.00, in an amount to be proved at the time of trial, and for
4 prejudgment interest thereon;
5 6. For a Judgment of specific performance in Plaintiffs Krueger and
6 Needly's Sixth Cause of Action for Breach of Written Contract re Return
7 of Stock that Defendant Minds + Machines Group return to Plaintiff
8 Needly all of the stock that it is holding in said company;
9 7. For costs of suit incurred herein; and
10 8. For such other and further relief as this Court deems proper.

11
12 DATED: 2/22, 2016

BAER & TROFF LLP

13
14 By: 

15 ERIC TROFF,
16 Attorneys for Plaintiffs
17 Fred Krueger and Needly, Inc.
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02/23/2016

HECTA MEDIA INC
(the "Company")
A BVI Business Company

Written resolutions of the directors of the Company adopted pursuant to the
Company's Articles of Association

1. The following documents have been examined by each director:
 - (a) the share transfer forms (the "**Share Transfer Forms**" and each a "**Share Transfer Form**") executed by the transferors (the "**Transferors**" and each a "**Transferor**") in favour of transferees (the "**Transferees**" and each a "**Transferee**") transferring the shares of the Company as set out in the Schedule attached;
 - (b) copies of the share certificates for the shares being transferred.
2. The undersigned, being all of the directors of the Company, hereby adopt the following written resolutions:

Transfer of Shares

IT IS NOTED that each Transferor applied to the Company to transfer the issued shares each held in the Company to each Transferee (as applicable) and that the executed Share Transfer Forms have been examined.

IT IS RESOLVED that the proposed transfers be approved and that the existing share certificates be cancelled and that new share certificates be issued in favour of the Transferees and the Transferors (in the latter's case with respect to any remaining shares that they may hold in the Company).

FURTHER RESOLVED that new share certificates in favour of each Transferee and each Transferor be issued and that such certificates be sealed and signed by any Director of the Company.

FURTHER RESOLVED that the share register of the Company be updated by the appropriate officers or the registered agent of the Company as to reflect the foregoing.

.....
Guy Elliott

.....
Date

02/23/2010

-EX. A-

SCHEDULE

	<u>From</u>	<u>To</u>	<u>No. of Hecta Media Inc Shares Transferred</u>
Transfer 1	Angstrom Capital Ltd	Computershare Investor Services Plc P O Box 82, The Pavilions, Bridgwater Road, Bristol BS99 7NH	10,000,000
Transfer 2	Jeanne Usonis	Computershare Investor Services Plc As above	3,750,000
Transfer 3	Michael Mendelson & Shannon Kelley	Computershare Investor Services Plc As above	1,000,000
Transfer 4	Guy Elliott	Computershare Investor Services Plc As above	10,000,000
Transfer 5	Bellone Investment Services Inc (re David Weill)	Computershare Investor Services Plc As above	10,000,000
Transfer 6	Clark W Landry	Computershare Investor Services Plc As above	10,000,000
Transfer 7	Fred Krueger	Computershare Investor Services Plc As above	20,000,000
Transfer 8	Guy Elliott	Computershare Investor Services Plc As above	2,500,000
Transfer 9	Fred Krueger	Computershare Investor Services Plc As above	5,000,000
Transfer 10	Bellone Investment Services Inc	Computershare Investor Services Plc As above	2,500,000
Total Shares Transferred			74,750,000

02/23/2018

02/23/2016

From: fred krueger frkrueger@me.com
Subject: Fwd: Options & withholdings
Date: February 19, 2016 at 3:40 PM
To: Eric Troff eric@btllp.com



Begin forwarded message:

From: Michael Salazar <michael@mindsandmachines.com>
Subject: Options & withholdings
Date: August 26, 2015 at 4:10:40 PM PDT
To: fred krueger <frkrueger@me.com>

Fred,

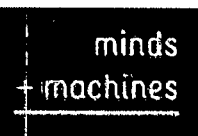
Please sign the attached so that we can withhold from your options check the loan (\$60,297) owed to the Company.

Also with regards to withholdings (we have to treat this as a paycheck) are you fine with us withholding, for Medicare, federal and California income taxes, the difference between what you owe the Company (\$60,297) and the gross gain (~\$82k) - so that means we would submit roughly \$21k in withholdings on your behalf. Alternatively, and this may be an option - we could, per your instructions, not withhold anything for federal and state and you would get a check from us for roughly \$21k (we still have to withhold Medicare taxes).

Let me know.

Thanks

Michael Salazar
www.mindsandmachines.com
O: 1 (424) 214-7908
M: 1 (310) 740-7499
E: michael@mindsandmachines.com



Withholding Authorization

☐ New ☐ Change ☐ Stop Deduction

EX. B -

02/23/2019

From: fred krueger frkrueger@me.com
Subject: Fwd: Separation and divorce
Date: February 19, 2016 at 3:42 PM
To: Eric Troff eric@btllp.com



this email is the proof that they promised to give back the 1%

Begin forwarded message:

From: Antony Van Couvering <avc@mindsandmachines.com>
Subject: Separation and divorce
Date: June 15, 2015 at 11:02:15 AM PDT
To: fred krueger <frkrueger@me.com>

Hey Fred,

Agree that we both have other things we need to concentrate on. I'll sell you back my shares at the amounts I paid for them.

Separately, MMX will also be willing to give up its shares in Mozart *if* you agree to liquidate your holdings completely. As you know, Singers has found a buyer for your shares and you can arrange this directly with Dominic Del Mar.

Let me know.

Antony

02/23/2016

- EX. C -

Eric Troff, Esq., CSB# 110031
 Baer & Troff LLP
 35 N. Lake Ave., Ste. 670 Pasadena, CA 91101
 TELEPHONE NO.: (310) 802-4202 FAX NO.: (626) 568-2800
 ATTORNEY FOR (Name): Plaintiffs Fred Krueger and Needly, Inc.

FILED
 Superior Court of California
 County of Los Angeles

FEB 23 2016

Sherri R. Carter, Executive Officer/Clerk
 By Ishayla Chambers, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 111 N. Hill St.
 MAILING ADDRESS: 111 N. Hill St.
 CITY AND ZIP CODE: Los Angeles, CA 90012
 BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
 Fred Krueger and Needly, Inc. v. Minds + Machines Group Limited, et. al.

CIVIL CASE COVER SHEET

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

Complex Case Designation

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

CASE NUMBER:

BC 6 1 1 4 2 1

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

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

4. Number of causes of action (specify): breach of k; neg.; fiduciary duty; accounting; breach of k; and specific perf.

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: February 23, 2016

Eric Troff, Esq.

(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

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

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

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

JURY TRIAL ☒ YES CLASS ACTION ☐ YES LIMITED CASE ☐ YES TIME ESTIMATED FOR TRIAL 7-10 days HOURS/ DAYS

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

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

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

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

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

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |
| | 11. Mandatory Filing Location (Hub Case) |

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., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

Non-Personal Injury/Property
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-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- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Krueger v. Minds + Machines, et. al.

CASE NO. R

Judicial Review

Provisionally Complex Litigation

Enforcement
of JudgmentMiscellaneous
Civil ComplaintsMiscellaneous
Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
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: Krueger v. Minds + Machines, et. al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: N/A- May be filed in Central District
CITY:	STATE:	ZIP CODE: <input checked="" type="checkbox"/>

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: February 23, 2016


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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