

D-41
Ronald M. Schizian

ZOLONZ & ASSOCIATES
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Los Angeles, CA 90028

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Attorney for Plaintiff
Steven Wizman an individual

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A6029

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 21 2009

John A. Clarke, Executive Officer/Clerk
By Mary E. Garcia Deputy
MARY E. GARCIA

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

| | | |
|----------------------------------------------|---|----------------------------------|
| Steven Wizman, and individual, |) | Case No.: |
| |) | |
| |) | BC 488508 |
| Plaintiffs, |) | COMPLAINT FOR DAMAGES FOR: |
| |) | |
| vs. |) | 1. Breach Of Contract |
| |) | 2. Fraud |
| Fabrice Arnaud Massartic, an individual; and |) | 3. Conversion |
| DOES 1 through 50, |) | 4. Common Count |
| |) | 5. Negligent Misrepresentation |
| Defendants. |) | 6. Intentional Misrepresentation |
| |) | |
| |) | |
| |) | |

Plaintiff alleges:

1. Defendant Fabrice Arnaud Massartic is and at all times herein mentioned was a resident of Los Angeles County, California.

2. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1 – 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by their conduct.

GENERAL ALLEGATIONS

4. Plaintiff Steven Wizman (“Plaintiff”) is informed and believes, and based thereupon alleges, that on or about August 2009 through September 2009, Defendant Arnaud Massartic (“Defendant”) made intentionally false statements and representations in an effort to induce Plaintiff to invest in a trade school named Walter J. MD Institute a.k.a. Pacific Institute The Walter J. MD institute, located at 501 Shatto Place, Los Angeles, California. (See Exhibit A)

5. Plaintiff is informed and believes, and based thereupon alleges, Defendant told Plaintiff, with an intent to deceive, that the school catered exclusively to Chinese Nationals interested in becoming nurses. Defendant further alleged, with an intent to deceive, that the United States Government paid each Chinese student \$7,500 toward their tuition and another \$7,500 upon graduation. Defendant dishonestly told Plaintiff that he purchased the school for \$5.9 million and that the school was grossing \$24 million a year.

6. Plaintiff is informed and believes, and based thereupon alleges, Defendant falsely induced Plaintiff to enter into a contract whereby Defendant would offer Plaintiff ten percent (10%) ownership of the school in exchange for payment of \$590,000.

7. Plaintiff is informed and believes, and based thereupon alleges, that in order to fraudulently induce Plaintiff, that Defendant sent Plaintiff via email, on or around October 5, 2009, a false spread sheet attachment showing income and expenses purporting to be for the Walter J. MD Institute. (See Exhibit B)

8. Plaintiff is informed and believes, and based thereupon alleges, that Defendant provided Plaintiff an unsigned Agreement of Purchase and Sale of Business Assets, dated October 5, 2009. (See Exhibit C.)

9. Plaintiff is informed and believes, and based thereupon alleges, that on or about October 5, 2009, based on these false representations, Plaintiff wrote a personal check to Defendant, dated October 5, 2009, in the amount of \$590,000 in exchange for 10% ownership.

1 10. Plaintiff is informed and believes, and based thereupon alleges, that on or about
2 October 6, 2009, Defendant also provided Plaintiff a false, unsigned promissory note for \$1
3 million, which was to be Plaintiff's share of the school's proceeds. (See Exhibit D).

4 11. Plaintiff is informed and believes, and based thereupon alleges, that Defendant
5 provided Plaintiff in or around October, 2009 a fraudulent document allegedly from the Weiss
6 Bank Private Banking in London. The document states that the bank held "Three Hundred and
7 Eighty Million, Seventy Nine Hundred Thousand and Five Hundred Euros (380,790,500.00)" in
8 the name of "Astra MNE Investment," which Defendant intended to misleadingly make Plaintiff
9 believe was one of Defendant's companies. (See Exhibit E.)

10 12. Plaintiff is informed and believes, and based thereupon alleges, that Defendant sent
11 Plaintiff an email in or around October, 2009, stating Defendant would be transferring title to a
12 condominium in Miami Florida to Plaintiff as security for his investment, but never transferred title
13 to any property. (See Exhibit F.)

14 13. Defendant issued another false promissory note to Plaintiff dated November 19,
15 2009. (See Exhibit G.) Defendant had indicated to Plaintiff that Millennium LLC, the payor of
16 this second promissory note, is a California LLC.

17 14. Plaintiff is informed and believes, and based thereupon alleges, that on or about
18 December 14, 2009, Defendant emailed Plaintiff stating that Plaintiff will receive 10% of the
19 school ownership and that Plaintiff will receive \$1 million by January 12, 2010, from the income
20 generated by the school.

21 15. Plaintiff is informed and believes, and based thereupon alleges, that on or about
22 December 16, 2009, Defendant emailed Plaintiff a signed fraudulent document titled "Operating
23 Agreement" dated October 5, 2009. Defendant sent this fraudulent document to mislead Plaintiff
24 into believing he made a 10% purchase of the Walter J. Institute a.k.a. Pacific Institute. (See
25 Exhibit H.)

26 16. Plaintiff is informed and believes, and based thereupon alleges, that the Walter J.
27 MD institute does not cater to Chinese Nationals. Rather, the school is primarily a nursing school
28 and open to anyone and any nationality that is able to pay tuition. Further, Defendant has no

1 ownership of the school and intended from the outset to fraudulently induce Plaintiff and steal his
2 money.

3 17. Plaintiff is informed and believes, and based thereupon alleges, that Defendant has
4 stolen at least \$590,000 of Plaintiff's money and not provided any actual legal or enforceable
5 interest in the Walter J. Institute a.k.a. Pacific Institute.

6 18. Plaintiff is informed and believes, and based thereupon alleges, that all the
7 documents and transactions sent by Defendant were false and provided to Plaintiff with the intent
8 to defraud him of money.

9 FIRST CAUSE OF ACTION

10 (Breach of Contract Against All Defendants)

11 19. Plaintiff re-alleges and incorporates herein by this reference all of the allegations
12 contained in paragraphs 1 through 18 of this complaint.

13 20. Plaintiff performed all conditions on his part to be performed pursuant to the
14 contract with Defendant, were excused from performing by reason of Defendant's conduct.

15 21. Defendant breached his obligations under their contract by taking payment from
16 Plaintiff but failing to transfer any rightful interest in Walter J. MD Institute a.k.a. Pacific Institute.

17 22. As a result of Defendant's breach of their contract, Plaintiff has been damaged.
18 Plaintiff's damages are not fully known. Plaintiff will seek leave to allege the damages when
19 ascertained, or according to proof at trial.

20 SECOND CAUSE OF ACTION

21 (Fraud Against All Defendants)

22 23. Plaintiff re-alleges and incorporates herein by this reference all of the allegations
23 contained in paragraphs 1 through 22 of this complaint.

24 24. Plaintiff is informed and believes, and based thereupon alleges, that Defendant's
25 material representations were false at the time he made them, and that he made the representations
26 knowing them to be false, and that the true facts were concealed by Defendant from Plaintiff. At
27 the time Defendant made these representations to and concealed the true facts from Plaintiff, he did
28 so with intent to defraud and/or deceive Plaintiff.

1 25. Plaintiff is informed and believes, and based thereupon alleges, that other persons or
2 entities conspired with Defendant and each of them to deceive Plaintiff, or that such persons or
3 entities acted in concert with Defendant to deceive Plaintiff, by engaging in the conduct alleged
4 above, and as such those other persons or entities, currently designated herein as DOE defendants,
5 are jointly and severally liable to Plaintiff for all damage caused by their fraudulent deceit.

6 26. As a direct and proximate cause of Defendant's conduct, Plaintiff has been damaged
7 in an amount that is at least \$590,000.

8 27. Plaintiff is informed and believes, and based thereupon alleges, that Defendant's
9 conduct in taking Plaintiff's funds for his own use was done in conscious disregard of Plaintiff's
10 rights and with the intent to maliciously vex, injure, annoy, oppress, and defraud Plaintiff, thus
11 entitling Plaintiff to punitive damages against Defendant.

12 **THIRD CAUSE OF ACTION**

13 (Conversion Against All Defendants)

14 28. Plaintiff re-alleges and incorporates herein by this reference all of the allegations
15 contained in paragraphs 1 through 27 of this complaint.

16 29. At all times relevant to this cause of action, Plaintiff has been and remains the
17 rightful owner of various amounts of funds over which funds Defendant has knowingly, willfully,
18 and wrongfully exercised dominion or control.

19 30. Defendant's knowing, willful, and wrongful dominion or control over those amounts
20 have completely deprived Plaintiff of possession and control over those funds, which deprivation
21 continues to date.

22 31. As a direct and proximate result of Defendant's conduct, Plaintiff has been damaged
23 in an amount to be proven at trial. In addition, pursuant to California Civil Code section 3336,
24 Plaintiff seeks "the interest from [the time of conversion] or, an amount sufficient to indemnify
25 [Plaintiff] for the loss which is the natural, reasonable and proximate result of the wrongful act" as
26 well as a "fair compensation for the time and money properly expended in pursuit of the property."

27 32. Plaintiff is informed and believes, and based thereupon alleges, that Defendant's
28 conduct in taking Plaintiff's funds and/or property for his own use was done in conscious disregard

1 of Plaintiff's rights and with the intent to maliciously vex, injure, annoy, oppress, and defraud
2 Plaintiff, thus entitling Plaintiff to punitive damages against Defendant.

3 **FOURTH CAUSE OF ACTION**

4 (Common Count Against All Defendants)

5 33. Plaintiff re-alleges and incorporates herein by this reference all of the allegations
6 contained in paragraphs 1 through 32 of this complaint.

7 34. Plaintiff entered into a contract and paid money to Defendant to obtain a legal
8 interest in Walter J. MD Institute a.k.a. Pacific Institute.

9 35. Plaintiff paid an amount of at least \$590,000 to Defendant in exchange for the
10 Defendant's promise to provide Plaintiff a 10% ownership interest in Walter J. MD Institute a.k.a.
11 Pacific Institute.

12 36. Defendant has not repaid or reimbursed Plaintiff for taking his money and has not
13 provide Plaintiff a legal and enforceable interest in Walter J. MD Institute a.k.a. Pacific Institute.

14 **FIFTH CAUSE OF ACTION**

15 (Negligent Misrepresentation Against All Defendants)

16 37. Plaintiff re-alleges and incorporates herein by this reference all of the allegations
17 contained in paragraphs 1 through 36 of this complaint.

18 38. Without grounds for believing the representations set out above to be true, and with
19 no intent to honor the oral agreement, which culminated as a result of the representations made
20 during negotiations, the cross-defendants negligently misrepresented to Plaintiff his ownership of
21 Walter J. MD Institute a.k.a. Pacific Institute and intention of transferring interest.

22 39. These representations were material and were made by Defendant such that he
23 should have known they would induce Plaintiff to act in the manner herein alleged.

24 40. Plaintiff, at the time these representations were made by the Defendant, was
25 ignorant of the falsity of Defendant's representations and believed them to be true. In reliance
26 upon these representations, Plaintiff was induced to, and did provide payment and release of
27 important personal financial information in good faith.

SIXTH CAUSE OF ACTION

(Intentional Misrepresentation Against All Defendants)

44. Plaintiff re-alleges and incorporates herein by this reference all of the allegations contained in paragraphs 1 through 43 of this complaint.

1 intentional, reckless, unreasonable, malicious, egregious, oppressive and in conscious disregard of
2 Plaintiff's rights. Accordingly, Defendant acted in an inexcusable manner in order to injure and
3 damage Plaintiff, thereby justifying an award of punitive damages in an appropriate amount
4 according to proof at trial.

5
6 WHEREFORE, plaintiff prays judgment against Defendants, and each of them, as follows:

- 7 1. For general damages according to proof.
8 2. For special damages according to proof.
9 3. For punitive damages.
10 4. For costs of suit incurred herein.
11 5. For such other and further relief as the court may deem proper.

12
13
14 Dated: December 20, 2009

ZOLONZ & ASSOCIATES

15 By:

16 
17 **Adam Martin Zolonz**
18 Attorney for Plaintiff
19 Steven Wiseman
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Please fill out below for more information

First Name:

Last Name:

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Email:

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Los Angeles Vocational School, Walter Jay Institute

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AGREEMENT OF PURCHASE AND SALE OF BUSINESS ASSETS

This Agreement of Purchase and Sale (the "Agreement") is made in two original copies, effective 5th of October 2009

BETWEEN: Pacific Institute , an M.D located at:
501 Shatto St, Los Angeles 90020 CA

AND: **Millenium LLC**, a corporation organized and existing under the laws of California,

with its head office located at:
10795 Wilshire Blvd, Los Angeles 90024 CA

1. SUBJECT-MATTER

1.1 The Purchaser agrees to buy and the Vendor agrees to sell to the Purchaser as a going concern all the undertaking and assets owned by the Vendor in connection with the Education carried on as Pacific Institute M.D Campus A-B-C, Walter Jay Institute M.D at 501 Shatto St, Los Angeles 90020 CA including, without limiting the generality of the foregoing:

- a) the furniture, fixtures and equipment more particularly described in Schedule A (the "equipment");
- b) all saleable stock in trade (the "stock in trade");
- c) all useable parts and supplies (the "parts and supplies");
- d) all leasehold interest in the lease held by the Vendor (the "lease");
- e) the goodwill of the business together with the exclusive right to the Purchaser to represent itself as carrying on business in succession to the Vendor and to use the business style of the business and variations in the business to be carried on by the Purchaser (the "goodwill").

1.2 The following assets are expressly excluded from the purchase and sale:

NONE

2. PURCHASE PRICE

2.1 The purchase price payable for the undertaking and assets agreed to be bought and sold is the total of the amounts computed and allocated as follows:

- a) for the Institute- \$ 5,900,000.00;
- b) for the stock in trade, its direct cost to the Vendor;
- c) for the parts and supplies, their direct cost to the Vendor;

- d) for the goodwill -
- e) for all other assets agreed to be bought and sold.

2.2 The purchase price for the stock in trade shall be established by an inventory taken and valued after close of business on the day before the day of closing. The Vendor shall produce evidence satisfactory to the Purchaser of the direct cost to the Vendor of items included in stock in trade. The Purchaser may exclude from the purchase and sale any items which the Purchaser reasonably considers unsaleable by reason of defect in quality or in respect of which the Purchaser is not reasonably satisfied as to proof of direct cost.

2.3 The purchase price for the parts and supplies shall be established by an inventory taken and valued after close of business on the day before the day of closing. The Vendor shall produce evidence satisfactory to the Purchaser of the direct cost to the Vendor of items included in the parts and supplies. The Purchaser may exclude from the purchase and sale any items which the Purchaser reasonably considers unusable or in respect of which the Purchaser is not reasonably satisfied as to proof of direct cost.

3. TERMS OF PAYMENT

3.1 The Vendor acknowledges receiving a check for \$ 2,900,000.00 from the Purchaser on execution of this agreement to be held as a deposit by the Vendor on account of the purchase price of the undertaking and assets agreed to be bought and sold and as security for the Purchaser's due performance of this agreement.

3.2 The balance of the purchase price for the undertaking and assets agreed to be bought and sold shall be paid, subject to adjustments, by certified check on closing.

3.3 The balance of the purchase price due on closing shall be specially adjusted for all prepaid and assumed operating expenses of the business including but not limited to rent and utilities.

4. CONDITIONS, REPRESENTATIONS AND WARRANTIES

4.1 In addition to anything else in this agreement, the following are conditions of completing this agreement in favor of the Purchaser:

- a) that the Purchaser obtain financing on terms satisfactory to it to complete the purchase;
- b) that the carrying on of the business at its present location is not prohibited by land use restrictions;
- c) that the lessor of the lease consents to its assignment to the Purchaser;
- d) that the Purchaser obtain all the permits and licenses required for it to carry on the business;
- e) that the Vendor supply or deliver on closing all of the closing documents;
- f) that the premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in;
- g) that the execution of this agreement has been duly authorized by Seller's board of directors.

4.2 The following representations and warranties are made and given by the Vendor to the Purchaser:

this agreement and will be true as of the date of closing when they shall continue as warranties according to their terms. At the option of the Purchaser, the representations and warranties may be treated as conditions of the closing of this agreement in favor of the Purchaser. However, the closing of this agreement shall not operate as a waiver or otherwise result in a merger to deprive the Purchaser of the right to sue the Vendor for breach of warranty in respect of any matter warranted, whether or not ascertained by the Purchaser prior to closing:

- a) the Vendor owns and has the right to sell the items listed in Schedule A;
- b) the assets agreed to be bought and sold are sold free and clear of all liens, encumbrances and charges;
- c) the equipment is in good operating condition;
- d) until the closing date of this agreement, Vendor shall not, without the written consent of Purchaser, dispose of or encumber any of the assets or property to be sold hereunder, with the exception of any transactions occurring in the ordinary course of Vendor's business. The undertaking and assets agreed to be bought and sold will not be adversely affected in any material respect in any way, and Vendor will not do anything before or after closing to prejudice the goodwill;
- e) the financial statements for the business produced by the Vendor and appended as Schedule B are fair and accurate, and prepared in accordance with generally accepted accounting principles.
- f) the lease is in good standing and the Vendor has fulfilled all of its obligations under the lease;
- g) the Vendor has made full and fair disclosure in all material respects of any matter that could reasonably be expected to affect the Purchaser's decision to purchase the undertaking and assets agreed to be bought and sold on the terms set out this agreement;
- h) the Vendor will execute such assignments, consents, clearances or assurances after closing, prepared at the Purchaser's expense, as the Purchaser considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.
- i) Vendor agrees to disclose to Purchaser not later than 10 days after the closing date, all trade secrets, customer lists, and technical information held or controlled by Vendor and relating to the business sold hereunder.

5. RISK

5.1 The risk of loss or damage to the undertaking and assets agreed to be bought and sold remains with the Vendor until closing.

5.2 In the event of loss or damage to the tangible assets agreed to be bought and sold prior to closing, at the option of the Purchaser, the replacement cost of the assets lost or damaged or any of them may be deducted from the total purchase price otherwise payable by the Purchaser under this agreement and the corresponding lost or damaged assets shall be excluded from the purchase and sale.

6. SALES TAXES

- 6.1** The Purchaser shall pay any and all sales taxes payable in respect of the purchase and sale of assets pursuant to this agreement.
- 6.2** The Vendor shall pay all sales taxes payable or collectible in connection with carrying on the business up to closing and obtain and supply the Purchaser with satisfactory proof of payment within a reasonable time of closing.

7. NON-COMPETITION

- 7.1** The Vendor covenants with the Purchaser that, in consideration of the closing of this agreement, the Vendor will not operate an Education business or in any way aid and assist any other person to operate such a business in California for a period of 10 years from the date of closing.

8. BULK SALES

- 8.1** This agreement shall be completed and the Vendor agrees to comply with any applicable laws governing the sale in bulk of the stock in trade or of any of the other assets pursuant to this agreement.

9. CLOSING DOCUMENTS

- 9.1** The Vendor shall deliver to the Purchaser, in registrable form where applicable, the following closing documents (the "closing documents"), prepared or obtained at the Vendor's expense, on or before closing:
- a) duplicate, properly executed Bills of Sale of the equipment, stock in trade and parts and supplies together with evidence satisfactory to the Purchaser that the sale complies with any laws governing the sale in bulk of the stock in trade or of the sale of any of the other assets pursuant to this agreement;
 - b) all records and financial data, including but not limited to any lists of customers and suppliers, relevant to the continuation of the business by the Purchaser;
 - c) a duly executed notice in proper form revoking any registration of the style of the business under any business name registration law;
 - d) an executed assignment of the lease to the Purchaser endorsed with the lessor's consent to the assignment;
 - e) such other assignments, consents, clearances or assurances as the Purchaser reasonably considers necessary or desirable to assure the Purchaser of the proper and effective completion of this agreement.

10. CLOSING DATE

10.1 The purchase and sale in this agreement shall close on 5th of October 2009

11. MISCELLANEOUS

11.1 In this agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.

11.2 The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.

11.3 If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.

11.4 Time is of the essence of this agreement.

11.5 There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.

11.6 This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

11.7 This agreement is governed by the laws of the State/Province of California.

12. ACCEPTANCE

12.1 This agreement executed on behalf of the Purchaser constitutes an offer to purchase which can only be accepted by the Vendor by return of at least one originally accepted copy of agreement to the Purchaser on or before the 7th of October 2009 failing which the offer becomes null and void. If this offer becomes null and void or is validly revoked before acceptance or this agreement is not completed by the Purchaser for any valid reason, any deposit tendered with it on behalf of the Purchaser shall be returned without penalty or interest.

Executed under seal on 5th of October 2009

Signed, Sealed and Delivered in the Presence of:

VENDOR

Pacific Institute M.D

Authorized Signature

Jerry Chang Lee
President

PURCHASER

Millenium LLC

A.Massartie
85%

S.Wizman
10%

J.Peak
5%



Print Close

ATM/Debit Card: XXXX-XXXX-XXXX-0976

As of 12-19-2009 22:44 EST

Check Details

| Account | Check # | Post Date | Amount |
|--------------------------------|---------|------------|---------------|
| Interest Checking: XXXXXXXX588 | 119 | 10/07/2009 | \$ 590,000.00 |



STEVEN WIZMAN
12 MAUCHLY, STE. H
IRVINE, CA 92618

90-7172/14

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430472/1525

Date

119

Pay to the
order of

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\$ 590,000

FIVE HUNDRED NINETY THOUSAND DOLLARS

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CITIBANK, N.A. BR. #74
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MISSION VIEJO, CA 92690

For WATER S. INSTITUTE

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December 3rd, 2009.

AVAILABLE FUNDS VERIFICATION

| | |
|-----------------|------------------------------------------------------|
| ACCOUNT NAME | ASTRA MNE INVESTMENT |
| ACCOUNT NUMBER | 15468-887451 |
| ACCOUNT ADDRESS | 32 B Queen's Gate South Kensington London SW7-5RR |

Dear Mr. Nopamvar ,

I, Sir Michael D Goldberg, President of WB Private Banking, do hereby confirm and at our client request,
that as of this above date, his company currently has on deposit in the account referenced above, the sum of Three
Hundred Eighty Million Seventy Nine Hundred Thousand and Five Hundred Euros (380,790,500.00 Euros)

I further confirm, that according to the best of our knowledge, these funds are legally earned and cleared funds.

This letter can be verified in contacting our headquarters at any time.

Best Regards,

Sir Michael D. Goldberg
President WB.

[Handwritten signature]

Steven Wizman

From: Private Equity [m.s@swclients.com]
Sent: Friday, November 06, 2009 8:57 AM
To: Steven Wizman
Subject: Re: Fwd: My condo in trump royal

Dear Steven,

Im in the process to complete the documents as I changed some articles due to the transfer of ownership in Miami.I need to know also if you are the only person in the contract or Arno was talking about your wife or I`m not sure.

When I emailed you yesterday,the pdf bounced back.

I can break the documents in several pages.

Are you aware of the tax property regulation in Miami or you want me to include a guide in my next email?

Michael
VP
Private Equity Miami LLP

Sent from my iPhone

PROMISSORY NOTE

19th of November 2009, LOS ANGELES CA

**Millenium LLC
PACIFIC LLC
PACIFIC MD
TO STEVEN WIZMAN**

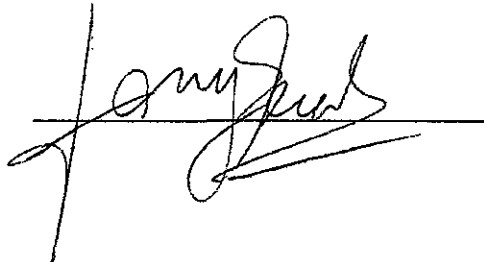
Principal Amount: \$1,000,000.00

1. FOR VALUE RECEIVED, The Borrower promises to pay to Steven Wizman at 10590 Wilshire , or at such address as may later be provided in writing to the Borrower, the principal sum of one million (\$1,000,000.00) USD, without interest payable on the unpaid principal.
2. This Note will be repaid in full on July 16, 2009.
3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to Steven Wizman without further bonus or penalty.
4. This Note will be construed in accordance with and governed by the laws of the State of California.
5. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and Steven Wizman.
6. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.
7. The payment shall be received as Following Payment of 1,000,000.00 over 6 months period with principal to be repaid within the first Q 2010 and starting January the 25th 2010

IN WITNESS WHEREOF has duly affixed his signature under seal on this 19th day of November, 2009.

SIGNED, SEALED, AND DELIVERED
this 19th day of November, 2009.

]



PROMISSORY NOTE

Borrowers

Millenium LLC
Pacific LLC
Pacific M.D

Lender: Steven Wizman

Principal Amount: \$1,000,000.00

1. FOR VALUE RECEIVED, The Borrower promises to pay to Steven Wizman at 10580 Wilshire Blvd Los Angeles 90024 CA , or at such address as may later be provided in writing to the Borrower, the principal sum of one million (\$1,000,000.00) USD, without interest payable on the unpaid principal.
2. This Note will be repaid in full on July 16, 2010.
3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to Steven Wizman without further bonus or penalty.
4. This Note will be construed in accordance with and governed by the laws of the State of California.
5. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and Steven Wizman. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.
6. The payment shall be received as Following Payment of 1,000,000.00 over 6 months period with principal to be repaid within the first Q 2010

IN WITNESS WHEREOF has duly affixed his signature under seal on this 19th day of November, 2009.
ADMINISTRATOR KIM SUNG

SIGNED, SEALED, AND DELIVERED
this 19th day of November, 2009.

AMORTIZATION SCHEDULE
JANUARY 25th-MARCH 25th-MAY 25th-JULY 16th


JERRY PEAK-GENERAL ADMINISTRATOR PACIFIC ENTITIES

Operating Agreement

This Operating Agreement (the "Agreement") made and entered into this 5th day of October, 2009 (the "Execution Date"),

AMONGST

A. Massartic of 10795 Wilshire Blvd Los Angeles 90024,
S. Wizman of 10580 Wilshire Blvd Los Angeles 90024, and
J. Peak of 12932 Imperial Way Shenzen China

(individually the "Member" and collectively the "Members").

BACKGROUND

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

1. Formation

1. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of California. The rights and obligations of the Members will be as stated in the Beverly-Killea Limited Liability Company Act (the "Act") except as otherwise provided here.

2. Name

2. The name of the Company will be Millenium LLC.

3. Purpose

3. Education.

4. Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

5. Place of Business

5. The Principal Office of the Company will be located at 10795 Wilshire Blvd, Los Angeles CA 9002 or such other place as the Members may from time to time designate.

6. **Capital Contributions**

6. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

| Member | Contribution Description | Value of Contribution | Delivery Date |
|------------------|--------------------------|-----------------------|---------------|
| Arnaud Massartic | Cash | \$5,000,000.00 | 5 Oct 2009 |
| Steven Wizman | Cash | \$590,000.00 | 5 Oct 2009 |
| Jerry Peak | Cash Database | \$310,000.00 | 5 Oct 2009 |

7.

8. **Distribution of Profits/Losses**

7. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:

| Member | Profit/Loss Percentage |
|--------------|------------------------|
| A. Massartic | 85.00% |
| S. Wizman | 10.00% |
| J. Peak | 5.00% |

8.

9. Distributions will be made according to the following schedule: Distribution Quarterly After tax.
10. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.

11. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

12. **Voting**

11. Each Member will have a single equal vote on any matter.

12. **Nature of Interest**

12. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

13. A Member's ownership interest in the Company will be represented by a certificate issued by the Company.

14. **Withdrawal of Contribution**

14. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

15. **Liability for Contribution**

15. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

16. **Additional Contributions**

16. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.

17. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any

increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members.

18. Capital Accounts

18. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

19. Interest on Capital

19. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

20. Drawing Accounts

20. An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. Losses will also be credited to the individual drawing accounts and each Member will be required to maintain a positive balance in their Drawing Account at all times. Failure to maintain a positive balance may be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

21. Compensation of Members for Services Rendered

21. Members will be compensated by the Company for services rendered to or on behalf of the Company.

22. Management

22. Management of this Company is vested in the Members.

23. Authority to Bind Company

23. Only the following individuals have authority to bind the Company in contract:

A. Massartie

S. Wizman.

24. Duty of Loyalty

24. No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any

in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

33. Involuntary Withdrawal: Events leading to the involuntary withdrawal of a Member (the "Dissociated Member") from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
34. On any purchase and sale made pursuant to this section, a Dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.
35. In the event the remaining Members are unwilling or unable to purchase the interest of the Dissociated Member due to a voluntary or involuntary withdrawal from the Company or where the withdrawal of a Member results in only one Member remaining then the Company will proceed in a reasonable and timely manner to dissolve the Company, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

36. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

37. Buyout Agreement

37. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

38. Assignment of Interest

38. A Member may not voluntarily assign their financial interest in the Company to another party.

39. Valuation of Interest

39. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

40. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

41. Dissolution

41. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

42. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

- a. in satisfaction of liabilities to creditors except Company obligations to current Members;

- b. in satisfaction of Company obligations to current Members to pay debts; and
 - c. to the Members in proportion to their profit and loss share in the Company.
43. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the profit and loss share of each Member as set out in this Agreement.

44. Records

44. The Company will maintain at all times accurate records of the following:

- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

46. Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the cash basis method of accounting.


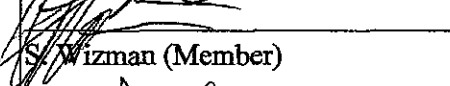
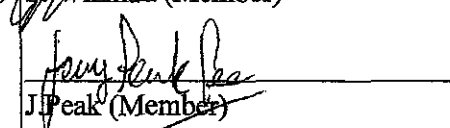
47. Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

48. Audit

- e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- f. "Principal Office" means the office whether inside or outside the State of California where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 5th day of October, 2009.

| | |
|-----------|-------------------------------------------------------------------------------------------------------------|
| (Witness) |  A. Massartie (Member) |
| (Witness) |  S. Wizman (Member) |
| (Witness) |  J. Peak (Member) |

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ADAM M. ZOLONZ, S.B.N. 25059 ZOLONZ & ASSOCIATES 1645 N. VINE STREET, SUITE 306 LOS ANGELES, CA 90028 TELEPHONE NO.: 310.247.8230 FAX NO.: 310.888.1129 ATTORNEY FOR (Name): STEVEN WIZMAN | | FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-weight: bold; margin: 5px 0;">SUPERIOR COURT OF CALIFORNIA</div> <div style="font-weight: bold; margin: 5px 0;">COUNTY OF LOS ANGELES</div> <div style="font-size: 1.5em; margin: 10px 0;">DEC 21 2009</div> John A. Clarke, Executive Officer/Clerk By <u>Mary E. Garcia</u> Deputy <div style="font-weight: bold; margin: 5px 0;">MARY E. GARCIA</div> | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL STREET MAILING ADDRESS: 111 N. HILL STREET CITY AND ZIP CODE: LOS ANGELES 90012 BRANCH NAME: STANLEY MOSK | | | |
| CASE NAME: STEVEN WIZMAN v. FARBRICE ARNAUD MASSARTIC | | | |
| 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) | |
| CASE NUMBER: | | JUDGE: BC 428508 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 <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 | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **SIX**
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: 12/21/2009

ADAM ZOLONZ

(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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

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

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:

STEVEN WIZMAN v. FABRICE ARNAUD MASSARTIC

CASE NUMBER

BC 428508

**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 TRIALS ☐ 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. | 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. |

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. |
| 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 checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 2., 3. |
| 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:

CASE NUMBER

STEVEN WIZMAN v. FABRICE ARNAUD MASSARTIC

Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

| 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 <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 type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 2., 5. |
| Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2. |
| 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- Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |
| Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. |
| Petition to Arbitrate (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |

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| SHORT TITLE: STEVEN WIZMAN v. FABRICE ARNAUD MASSARTIC | CASE NUMBER |
|------------------------------------------------------------------|-------------|

Litigation

of Judgment

Complaints

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

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| SHORT TITLE: STEVEN WIZMAN v. FABRICE ARNAUD MASSARTIC | 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.

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------|--|
| REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" 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. | | ADDRESS: 501 Shatto Place | |
| CITY: LOS ANGELES | STATE: CA | ZIP CODE: 90020 | |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the STANLEY MOSK courthouse in the CENTRAL District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: 12/21/2009


(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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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