

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and address):
Steven J. Cooper 81689
Law Offices of Steven J. Cooper
21515 Hawthorne Blvd., Suite 1150
Torrance, CA 90503
TELEPHONE NO.: (310) 316-1899 FAX NO. (Optional): (310) 540-8142
E-MAIL ADDRESS (Optional): sco2059339@aol.com
ATTORNEY FOR (Name): RBM Group International

FOR COURT USE ONLY
FILED
Los Angeles Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central Branch

NOV 17 2010
John A. [Signature], Executive Officer/Clerk
By ~~[Signature]~~ Deputy
DOROTHY SWAIN

PLAINTIFF: RBM Group International, a California Corporation
DEFENDANT: **EMMANUEL PACQUIAO aka "MANNY" PACQUIAO; CARLITO CAMO aka "LITO" CAMO;**
Emmanuel Pacquiao aka "Manny" Pacquiao; Carlito Camo aka "Lito Camo";
Emmanuel Pacquiao Foundation

DOES 1 TO 10
COMPLAINT AMENDED COMPLAINT (Number):
CROSS-COMPLAINT AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):
 ACTION IS A LIMITED CIVIL CASE
Amount demanded does not exceed \$10,000
 exceeds \$10,000 but does not exceed \$25,000
 ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)
 ACTION IS RECLASSIFIED by this amended complaint or cross-complaint
 from limited to unlimited
 from unlimited to limited

CASE NUMBER:
BC449554

Case assigned to Judge [Signature]

Altoyo
90034

1. Plaintiff* (name or names): RBM Group International
alleges causes of action against defendant* (name or names): Emmanuel Pacquiao; Carlito Camo
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. a. Each plaintiff named above is a competent adult
 except plaintiff (name): RBM Group International
(1) a corporation qualified to do business in California
(2) an unincorporated entity (describe):
(3) other (specify):
b. Plaintiff (name): RBM Group International
a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
b. has complied with all licensing requirements as a licensed (specify): California Corporation
c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
 except defendant (name): Emmanuel Pacquiao Foundation
(1) a business organization, form unknown
(2) a corporation
(3) an unincorporated entity (describe):
(4) a public entity (describe):
(5) other (specify):
 except defendant (name):
(1) a business organization, form unknown
(2) a corporation
(3) an unincorporated entity (describe):
(4) a public entity (describe):
(5) other (specify):

CIT/CASE: BC449554 LEA/DEF#: [blank]
RECEIPT #: CCH18782004
DATE PAID: 11/17/10 08:45:49 AM
PAYMENT: \$205.00
RECEIVED: 0310
CHECKED: 395.00
CASH: [blank]
CHANGE: [blank]
CARD: [blank]

*If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.



Lim, Cecelia

SHORT TITLE: RBM Group Internationál v. Manny Pacquiao	NUMBER:
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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): 1-4 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 5-10 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):
5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify) :
6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.
7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify) :
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached) :
- Breach of Contract
- Common Counts
- Other (specify) : **Fraud; Injunctive Relief**
9. Other allegations: **Punitive and Exemplary Damages**
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: \$ 10,000,000.00
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): 10 percent per year from (date) :
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. other (specify) : **Injunctive orders prohibiting musical performance by defendant Emmanuel "Manny" Pacquiao outside the terms of the contract.**
11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers) :

Date: November 15, 2010

Steven J. Cooper

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:

RBM Group International v. Emmanuel Pacquiao

CASE NUMBER:

FIRST _____
(number)

CAUSE OF ACTION-Breach of Contract

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): RBM Group International

alleges that on or about (date): 9/16/09

a written oral other (specify):

agreement was made between (name parties to agreement): RBM Group International and Emmaneul Pacquiao and Carlito Camo

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

BC-2. On or about (dates): 10/13/09

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Defendants and each of them breached their contract by refusing to record the first two (2) songs upon receipt of \$40,000.00. Defendant Pacquiao breached said Agreement after depositing the second of two (2) Citi Bank checks on or about October 13, 2009. Defendants refused and continue to refuse to honor said Agreement.

Said Defendants further breached their contract with Plaintiffs by performing within the realm of sound, music and video outside the scope of said contract and in violation of the exclusivity provision(s) of same.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement as stated in Attachment BC-4 as follows (specify):

See Attachment BC-4

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6. Other:

SHORT TITLE:
RBM v. Emmanuel Pacquiao et. al.

NUMBER:

1 BC-4. Attachment

2 Plaintiff had to forgo contracts relating to ad placement on their LA Pinoy magazine issue in
3 October 2009 in an amount of \$27,000.00 alone; Plaintiffs further were unable to advertise,
4 promote, commercialize, sign or encourage other persons or properties using resources committed
5 to Defendant; they have suffered damages in the proximate amount of \$100,000.00, not including
6 lost profits related to the Agreement in an amount over \$10 million dollars.

7 Plaintiffs have invested to commercialize the production of their venture with Defendant in
8 reliance upon the failed recording contract, and have also suffered damages by virtue of Defendant's
9 violation of the exclusivity portions of the contract and unauthorized publication of songs in both public and
10 private settings according to proof.

11 Plaintiff seeks all foreseeable damages including but not limited to general damages according to proof
12 for damages to it reputation and credibility and for failed commitments to others.

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26 (Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line
27 numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

SHORT TITLE: RBM v. Emmanuel Pacquiao et. al.	CASE NUMBER:
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SECOND CAUSE OF ACTION-Common Counts
(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): RBM Group International

alleges that defendant (name): Emmanuel Pacquiao, Carlito Camo and Does 1 - 6

became indebted to plaintiff other (name):

- a. within the last four years
 - (1) on an open book account for money due.
 - (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
- b. within the last two years four years
 - (1) for money had and received by defendant for the use and benefit of plaintiff.
 - (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
 - the sum of \$40,000.00 and more than \$100,000.00 in publicity and commercial related expenses.
 - the reasonable value.
 - (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
 - (4) for money lent by plaintiff to defendant at defendant's request.
 - (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
 - (6) other (specify):
Value of publicity and commercialization

CC-2. \$ 200,000.00 , which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of 10% percent per year from (date):

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.

CC-4. Other:

Lost Profits in the amount of \$10 Million Dollars

SHORT TITLE:

RBM v. Emmanuel Pacquiao et. al.

CASE NUMBER:

THIRD _____
(number)

CAUSE OF ACTION-Fraud

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR-1. Plaintiff (name): RBM Group International

alleges that defendant (name): Emmanuel Pacquiao; Carlito Como

on or about (date): September 16, 2009 defrauded plaintiff as follows:

FR-2. **Intentional or Negligent Misrepresentation**

a. Defendant made representations of material fact as stated in Attachment FR-2.a as follows:

Defendants signed an Agreement to record twelve (12) songs for Plaintiffs and committed Fraud when they subsequently cashed two checks in the amount of \$40,000.00 and refused to honor their contract.

b. These representations were in fact false. The truth was as stated in Attachment FR-2.b as follows:

Defendants had no intention of honoring their Agreement with Plaintiff to record twelve (12) songs nor to abide by the exclusivity provisions of said contract. Defendants cashed two (2) checks in the amount of \$40,000.00 and have refused to honor their contract to record twelve (12) songs for Plaintiff.

Defendants have since performed for others and have flagrantly and consistently scheduled performances for others in the realm of sound and music, in blatant and direct contravention of this contract; said Defendants have repudiated the contract.

c. When defendant made the representations,

defendant knew they were false, or

defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. **Concealment**

a. Defendant concealed or suppressed material facts as stated in Attachment FR-3.a as follows:

Defendant pocketed the monies paid and concealed his intent not to honor his agreement with Plaintiffs

b. Defendant concealed or suppressed material facts

defendant was bound to disclose.

by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

SHORT TITLE:

RBM v. Emmanuel Pacquiao et. al.

CASE NUMBER:

THIRD

(number)

CAUSE OF ACTION-Fraud

FR-4. **Promise Without Intent to Perform**

- a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:

Defendants signed a contract and promised to record twelve (12) songs for Plaintiff. Defendants received \$40,000 in payment for the first two (2) recordings and deposited the monies in their bank account. Defendants had no intention of honoring their Agreement to record twelve (12) songs for Plaintiff and have repudiated their promise and refused to record the songs since October 2009.

- b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows:

Plaintiff and Defendant signed a contract for Defendant's performance. Defendants were paid \$40,000.00 and deposited the monies in their account. Plaintiff was justified in their reliance upon Defendant's representatives that Defendants would honor their contract to them. Plaintiff further was damaged as a direct and proximate result of Defendant's breach because Plaintiff refrained from signing or promoting other talent and invested monies in preparation and commercialization of Defendant's venture.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows:

General damages in the amount of \$200,000.00; lost profits in the amount of \$10 million dollars. Plaintiffs also suffered humiliation, embarrassment and loss of credibility, and other general damages according to proof.

FR-7. Other:

Page 7

1 Short Title:

Case Number

2 RBM Group International v. Emmanuel Pacquiao

3 **FOURTH**

CASE OF ACTION - Injunctive Relief

Page 8

4 **Against Emmanuel Pacquiao**

5
6 1. Each of the allegations set forth in Plaintiff's Complaint hereinabove in the
7 first three causes of action are incorporated herein by this reference as if set forth in full at
8 this point;

9 2. Plaintiffs and Defendants are parties to a written contract for rendition of
10 personal services from one to another whereby the promised service is of a special,
11 unique, unusual, extraordinary or intellectual character, which gives it peculiar value, the
12 loss of which cannot be reasonably or adequately compensated in damages in an action
13 of law;

14 3. Defendant Pacquiao's talents are unique and irreplaceable; exclusivity of
15 obligation to perform for Plaintiffs was expressly bargained for and agreed to under the
16 contract between the parties; Plaintiffs have published the terms of the aforescribed
17 recording contract to hundreds or thousands of members of the community and in their
18 magazine publication *La Pinoy*;

19 4. On each occasion that Defendant Pacquiao performs musical or sound related
20 services for others, or otherwise outside the terms and in violation of the contract,
21 Plaintiff's ability to market Defendant's agreed upon services is compromised and
22 prejudiced and Plaintiffs' credibility among its constituents, investors, community
23 members and subscribers is irreparably damaged;

24 5. Plaintiffs are without a valid remedy at law;

25 6. Defendant Pacquiao has on multiple occasions since execution of the subject
26 contract between the parties in September 2009, knowingly and deliberately performed
27 songs and other services specified in the contract, for others, including televised
28

Short Title:

Case Number

RBM Group International v. Emmanuel Pacquiao

Page 9

audiences, in direct contravention of the terms of his contract with Plaintiff, all to Plaintiffs' damage; said Defendant has recently announced his intention to repeat such performances or perform similarly in direct violation of the subject contract in Dallas, Texas on November 13, 2010 and Lake Tahoe, California on November 16, 2010.

Plaintiff seeks an order from this court restraining said performances.

7. Plaintiff is entitled to an injunctive order, restraining Emmanuel "Manny" Pacquiao from engaging in musical performances at any time, performing songs or singing in any public setting or for any audience not sanctioned by the terms of the contract with Plaintiffs.

SHORT TITLE:

RBM Group International v. Emmanuel Pacquiao et. al.

CASE NUMBER:

Exemplary Damages Attachment

Page 9

ATTACHMENT TO Complaint Cross-ComplaintEX-1. As additional damages against defendant (name):
Emmanuel Pacquiao; Carlito Camo

Plaintiff alleges defendant was guilty of

 malice fraud oppression

as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

Defendants Pacquiao and Camo committed fraud by signing an Agreement with Plaintiff to record twelve (12) songs for their company with no intention of honoring their agreement. Defendants deposited monies received from Plaintiff as initial payment per their contract in the amount of \$40,000.00 in October of 2009. Defendants still refuse to honor their Agreement.

Defendants acted with scienter and with the intent to defraud Plaintiff; said Defendants intended to profit at Plaintiff's expense and Plaintiff suffered damage as a proximate result therefore as set forth above. At the time Defendants defrauded Plaintiff they were in more extreme need of monies; now that their financial position has improved, said Defendants do not need to conclude their contractual commitment though they are fully aware of Plaintiff's damages.

Plaintiffs' suffered damages, humiliation, embarrassment and loss of credibility.

Defendants have now made additional money and became famous and the value of Plaintiffs' contract increased; Defendants are refusing to communicate with Plaintiffs knowing full well that Defendant's failure to perform is causing significant pecuniary and general damage to Plaintiffs who are thereby oppressed and unable to compel Defendants to abide by the contract. Plaintiffs are taking advantage of their inequality of bargaining position vis a vis Plaintiffs and are thereby exploiting and oppressing Plaintiffs.

EX-3. The amount of exemplary damages sought is

a. not shown, pursuant to Code of Civil Procedure section 425.10.b. \$**Exemplary Damages Attachment**

Page 1 of 1



EXHIBIT A

RECORDING CONTRACT - RBM GROUP INTERNATIONAL

RBM GROUP INTERNATIONAL IS REPRESENTED BY:

Richard Segal Huredia: Producer/ Engineer - Grammy Award Winner (Sold over 75 million records)

Isaac Reain: Producer/ Songwriter/ Engineer - Artist of RBM Group Int'l.

Ryan Dennison: Producer/ Songwriter/Engineer - President of RBM Group Int'l.

Randy Sadd: Head of Radio Promotions at RBM Group Int'l. (#1 top 40 Promoter in the US.)

Gregorio Simbillo: Head of Marketing - V.P./ Secretary of RBM Group Int'l.

Ginger Salahieh: Publicist for RBM Group Int'l - Publicist for MTV.

Rod Dasco (C.O.O. of RBM Group Int'l.) /Publisher co-owner of LA Pinoy Magazine.

Cecilia Lim (C.E.O. of RBM Group Int'l.) /Publisher co-owner of LA Pinoy Magazine

The following shall constitute a Recording Contract made on 9/16/09 2009 between RBM Group International herein also referred to as the "Recording Company" and Emmanuel Pacquiao (Manny Pacquiao) and Carlito Camo (Lito Camo) both singular as person and together as a group herein also referred to as the "Artist".

SECTION 1. OBLIGATIONS OF THE ARTIST

Recording Company hereby engages Artist to a one album deal consisting of 12 tracks to be professionally recorded and performed by Artist as chosen by the Recording Company and Artist.

Artist shall in good faith agrees to a fair and reasonable performance schedule in but not limited to the U.S. for the sole purpose of generating revenues for the Artist and Recording Company and guaranteeing the universal success of this project.

SECTION 2. TERMS OF EXCLUSIVITY

Artist exclusivity with in the realm of sound, music and video within relativity to this project and contract terms shall commence upon the signing of this contract and end 18 months after completion of this album and Artist shall by signage concede Recording Company to be the owner and benefactor of all such created works.

SECTION 3. COMPENSATION

In consideration of Artist services, Recording Company agrees to pay Artist 15% of all net profits made in any form for which Artist performance and work yields credit. Which include sound recording sales, (CDs, ring tones and all forms of paid digital downloads). Artist related merchandise, video and music video usage downloads and all such relative licensing fees. In addition, Recording Company shall give a good faith payment toward the Artist fulfillment of this contract which shall be paid to the Artist in the amount of \$160,000.00 of which \$16,000.00 will be paid upon signage of this contract. Once a \$40,000.00 payment is reached Artist agrees to offer the services as outlined in this contract to the completion of two songs in total this payment will be made in person to Artist upon arrival to the recording studio during the first session for the recording of these 2 songs. After this time the Recording Company shall pay the Artist the remaining balance less any amounts already paid. Once the full \$160,000.00 amount is reached this contract shall be considered to be in full force and effect by both parties. Upon signage of this contract all terms of this contract are to be in total effect until the completion of this contract except for those terms which are herein expressly stated otherwise.

SECTION 4. DUTIES OF ARTIST

Artist shall provide their services in a competent manner arrive and perform at times specified, abide by all reasonable rules and requirements that Recording Company shall request. Artist agrees to and shall render musically related services exclusively for the Recording Company during the term of this contract in the area here known as the United States of America. Furthermore, this contract shall also extend around the world and in all points of the universe where there is not a pre-existing written contract with a recorded date that is previous to the signage of this contract.

SECTION 5. TRANSPORTATION

Recording Company shall provide reasonable transportation to and from concerts and events where it will be necessary for the Artist to be present/perform.

SECTION 6. LODGING

Where Artist is displaced for the sake of or at the request of the Recording Company, the Recording Company shall provide reasonable lodging for Artist in a fair prudent manner.

SECTION 7. PUBLICITY

Recording Company will arrange for any publicity that the Recording Company deems appropriate for promotional purposes including any event at which the Artist performs, and the Artist agrees to provide and/or pose for customary video and usual photographs to be used for publicity at the Recording Companies request.

SECTION 8. SALE OF RECORDINGS AND OTHER MUSICALLY AND NONE MUSICALLY RELATED MERCHANDISE/ITEMS

Recording Company agrees to offer for sale copies of Artist recordings and all other saleable items for the sole purpose of achieving financial gains on behalf of the Artist and Recording Company. For items not necessarily related to music in light of other contractual obligation Artist has the right to first review items before sale and manufacturing.

SECTION 9. RECORDING OF EVENTS

Where the Artist performance at an event is recorded in any fashion, in whole or in part, in video or sound, Artist hereby releases Recording Company to use such recordings to expand promotional grounds and achieve financial gains on behalf of the Artist and Recording Company.

SECTION 10. Contract Transferability

Upon the request from Artist and Artist(s) management this contract will remain under control by Ryan Dennison and Gregorio Simbillo and it shall not be transferable unless agreed by both parties Company and Artist.

SECTION 11. INDEMNIFICATION

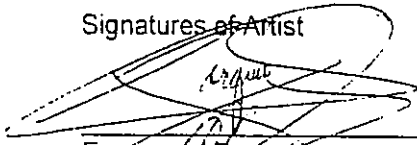
Artist agrees to indemnify Recording Company against all loss(es) or damage(s) that Artist may suffer as a result of being engaged by Recording Company.

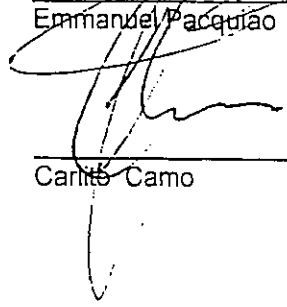
ap.

R/D

In witness whereof, the parties have executed this contract, the date and year first above written.

Signatures of Artist

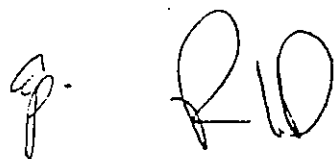

Emmanuel Pacquiao Date Signed _____


Carlito Camo Date Signed 9/16/09

Signatures of Recording Company


Ryan Denhison (President RBM Group Int'l) Date Signed 9/16/09


Gregorio Simbillo (VP/Secretary RBM Group Int'l) Date Signed 9-16-09



11/10/09

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

Steven J. Cooper 81689
Law Offices of Steven J. Cooper
21515 Hawthorne Blvd., Suite 1150
Torrance, CA 90503
TELEPHONE NO.: (310) 316-1899 FAX NO.: (310) 540-8142
ATTORNEY FOR (Name): RBM Group International

FOR COURT USE ONLY

FILED
Los Angeles Superior Court

NOV 17 2010

John A. Clarke, Executive Officer/Clerk
By DOROTHY SWAIN, Deputy

BC449554

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central Branch

CASE NAME: RBM Group International v. Emmanuel Pacquiao et. al.

CIVIL CASE COVER SHEET

[X] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

[] Counter [] Joinder

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

CASE NUMBER:

JUDGE:

DEPT.:

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) [X] Other complaint (not specified above) (42)

Miscellaneous Civil Petition

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

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

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

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

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

5. This case [] is [X] 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: November 15, 2010

Steven J. Cooper (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

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

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 4 HOURS/ DAYS.

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

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

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

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

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

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

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

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (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.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
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.

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 re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE:

RBM v. Emmanuel Pacquiao et. al.

NUMBER

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 checked="" 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.

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS: 348 Hauser Boulevard Bldg. 4, Unit #432 Palazzo East
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			
CITY: Los Angeles	STATE: CA	ZIP CODE: 90036	

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 **Los Angeles** courthouse in the **CENTRAL** District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: November 16, 2010



 (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.