

JAN 11 2012

John A. Clarke, Executive Officer/Clerk  
BY Mary Flores, Deputy

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90210*

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Attorney For: BENJAMIN J. STEIN

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

BC 47 6821

BENJAMIN J. STEIN

) CASE NO.

) COMPLAINT FOR:

Plaintiff,

) 1] BREACH OF CONTRACT;

) 2] BREACH OF COVENANT OF  
GOOD FAITH AND FAIR  
DEALING;

v.

) 3] WRONGFUL DISCHARGE IN  
VIOLATION OF PUBLIC  
POLICY;

KYOCERA MITA AMERICA, INC., a  
New Jersey corporation; SEITER &  
MILLER ADVERTISING, INC. a New  
York corporation; LIVINGSTON  
MILLER, an individual; GRACE  
JAO, an individual; and DOES 1-  
30, inclusive

) 4] STATUTORY WRONGFUL  
DISCHARGE;

) 5] INTENTIONAL AND NEGLIGENT  
INFLICTION OF EMOTIONAL  
DISTRESS

Defendants.

) Date:  
) Time:  
) Dept:

CIT/CASE: BC476821 LEA/DEFA:  
RECEIPT #: CCH478057849  
DATE PAID: 01/11/12 02:13:54 PM  
PAYMENT: \$395.00 0310  
RECEIVED:  
CHECK: 395.00  
CASH:  
CHANGE:  
CARD:

Plaintiff, Benjamin J. Stein, alleges:

*D-41  
Ronald M. Shujian*



1 He is also extremely well known for his advocacy for animal  
2 welfare and for the rights of wounded soldiers and the families  
3 of those lost in the wars in Iraq and Afghanistan.

4 He makes his primary residence in Southern California.

5 **Defendants.**

6 Kyocera Corporation ("KYOCERA"), the headquarters and parent  
7 company of the Kyocera group, is a very large Japanese  
8 conglomerate manufacturing electronics, office equipment, daggers  
9 and knives, solar electricity equipment, mobile phones, and many  
10 other goods and services. Its 2010 revenues were roughly \$13  
11 billion. Its headquarters are in Kyoto, Japan.

12  
13 KYOCERA conducts business on a very large scale in the  
14 United States under the names of Kyocera Mita America, Inc. and  
15 Kyocera International Inc., the North American regional holding  
16 company for Kyoto, Japan based Kyocera Corporation.

17 Kyocera Mita America, Inc., ("KYOCERA MITA") is a New Jersey  
18 corporation with its corporate offices in Fairfield, New Jersey.  
19 It conducts considerable business in California, has regional  
20 headquarters in Irvine, California, and operates in California as  
21 a foreign corporation. It has an agent for receipt of process in  
22 Sacramento, California.

23 Mr. Tetsuo Kuba is the President of KYOCERA and supervises  
24 all of its activities, and all of its 67,000 employees report to  
25 him. He, along with the board of directors, sets company policy.  
26  
27  
28

1 Seiter & Miller Advertising, Inc. ("SEITER & MILLER"), a New  
2 York corporation, is a large advertising agency in New York City.  
3 Among their major clients is KYOCERA MITA.

4 Livingston Miller ("MILLER") is President of SEITER &  
5 MILLER.

6 Grace Jao ("JAO") is a staff member of SEITER & MILLER.

7 Defendants DOES 1-30 are individuals or entities now unknown  
8 who proximately caused the wrongdoing described herein either as  
9 principals or as agents or employees of either the named  
10 defendants or of other unknown defendants.

#### 11 **Jurisdiction**

12 Plaintiff lives and primarily works in Los Angeles County,  
13 California. Defendants KYOCERA MITA and SEITER & MILLER do  
14 substantial business in Los Angeles County. MILLER and JAO are  
15 principals or employees of SEITER & MILLER.  
16

#### 17 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

##### 18 **The Background**

19 On or about December 9, 2010, defendant JAO of SEITER &  
20 MILLER contacted Marcia Hurwitz (Hurwitz) of Innovative Artists  
21 Agency, BEN STEIN's agent for commercials and speaking, to  
22 inquire about his availability to do several commercials for  
23 computer printers made and sold by KYOCERA and KYOCERA MITA and  
24 to give a speech at a Kyocera company event. JAO said they wanted  
25 someone with an economics qualification in the public mind and  
26 BEN STEIN came to mind at once.  
27  
28

1 Hurwitz asked defendant JAO if this was an offer. JAO said  
2 it was.

3 Negotiations went on by telephone call and e-mail for about  
4 the next 5 weeks. At the conclusion of that time, all material  
5 deal points - payment to plaintiff, days of shooting the  
6 commercials, term of usage - and all of the usual details of  
7 making such a contract had been offered by defendant KYOCERA MITA  
8 and agreed to by plaintiff. The contractual sum for the work  
9 agreed to under the contract is \$300,000. The only points still  
10 under discussion-but not in dispute-were what kind of tea and  
11 other snacks BEN STEIN would have on the set. There were no  
12 outstanding deal points.

13  
14 The nature of the contract was that for the time of the  
15 shooting and the speech, plaintiff would be an employee and under  
16 the control of KYOCERA MITA for the purposes of the commercial,  
17 which is the standard nature of such agreements.

18 Hurwitz has been in this field for 34 years and considered  
19 the deal done. On that assurance, BEN STEIN changed his winter  
20 schedule to accommodate the work contemplated in the deal.

21 **The Illegal Conduct of Defendants**

22 On or about February 9, 2011, defendant JAO called Hurwitz  
23 to tell her that questions had been raised by defendant Kyocera  
24 about whether BEN STEIN's views on global warming and on the  
25 environment were sufficiently conventional and politically  
26 correct for Kyocera. (KYOCERA, after many years of working with  
27 some of the most toxic chemicals in industry, had recently  
28

1 adopted a posture of deep concern for the environment and  
2 especially for limiting carbon emissions.) JAO said that KYOCERA  
3 MITA wanted to know more about BEN STEIN's views on global  
4 warming and if he had questioned whether global warming as man-  
5 made could possibly not be true or could be a hoax.

6 Hurwitz told defendant JAO that she was perplexed by the  
7 inquiry since as far as she was concerned, the deal was done and  
8 BEN STEIN's political and scientific views on the subject were  
9 not part of the contract for BEN STEIN to discuss the merits of  
10 computer printers.

11 However, as a courtesy to the people by whom plaintiff  
12 believed himself to be employed, plaintiff informed defendants  
13 that he was extremely concerned about the environment, had been  
14 for some years, and had often spoken and written about how bad  
15 for human lungs it was to put micro-particles into the air by  
16 burning coal.

17  
18 However, BEN STEIN said, he was by no means certain that  
19 global warming was man-made, a position held by many scientists  
20 and political conservatives. He also told Hurwitz to inform  
21 defendants that as a matter of religious belief, he believed that  
22 God, and not man, controlled the weather.

23 On February 16, 2011, defendant MILLER, president of  
24 defendant SEITER & MILLER, sent Hurwitz an e-mail headed "Ben  
25 Stein Contract".

26 The e-mail said that Kyocera had decided to "withdraw its  
27 offer" to BEN STEIN (despite the fact that there had already been  
28

1 offer and acceptance, and a change of position, .i.e., a contract,  
2 not simply an offer). This illegal action was being taken,  
3 according to defendant MILLER, because of "...Ben's official  
4 positions on various policy issues, but also statements widely  
5 attributed to him that appear on the web of which we have only  
6 lately become aware..."

7 Plaintiff BEN STEIN is not an official of anything. He has  
8 no "official positions" on anything and changes his views as  
9 facts and analysis compel. "Statements widely attributed to him  
10 that appear on the web..." means anonymous, unsupported gossip  
11 about a famous person, any of whom will have detractors.

12 Almost immediately after firing BEN STEIN, defendants  
13 KYOCERA MITA/SEITER & MILLER approached and then hired an  
14 Economics teacher at The University of Maryland to do the  
15 commercials they had already hired Stein to do. Defendants, in an  
16 astonishingly brazen misappropriation of BEN STEIN's persona,  
17 dressed him up as Stein often appeared in commercials (bow tie,  
18 glasses, sports jacket). He was told to perform the commercials  
19 and did perform them in a way so derived from BEN STEIN's well  
20 known persona that The Washington Post described Prof. Morici as  
21 looking like an imitation of BEN STEIN in so many words.

22 This behavior on the part of defendants strikes at such  
23 basic American values as the sanctity of contract, freedom of  
24 speech, freedom of religion, and political freedom, and shows  
25 contempt for law.  
26  
27  
28





1 This behavior by defendants is in violation of specific  
2 California statute and also public policy of the State.

3 Upon dismissing BEN STEIN, defendants, as noted, thereafter  
4 hired a teacher of economics at the University of Maryland to do  
5 the commercials that Stein was going to do. The commercials  
6 featured that gentleman, Mr. Peter Morici, dressed as BEN STEIN  
7 often appeared in commercials, using mannerisms so similar to  
8 Stein's that The Washington Post said the commercials reminded  
9 them of an imitation of BEN STEIN. This was an explicit  
10 misappropriation of BEN STEIN's likeness and persona, which is an  
11 explicit violation of BEN STEIN's rights of privacy and of  
12 publicity, barred by California law.

13  
14 **FIFTH CAUSE OF ACTION**

15 **Intentional and Negligent Infliction of Emotional Distress**

16 Plaintiff incorporates the prior paragraphs herein.

17 By making a contract, then refusing to follow it through for  
18 clearly illegal reasons, defendants have inflicted emotional  
19 distress on plaintiff. Defendants blatantly disregarded their  
20 contract by using an obvious BEN STEIN imitator to fulfill his  
21 contract, thereby inflicting emotional distress on the plaintiff.  
22 The fact that defendants fired BEN STEIN solely due to his  
23 political and religious beliefs greatly distressed plaintiff.

24 \\\

25 \\\

26 \\\

27 \\\

28

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays judgment against defendants as follows:

1. For the contractual sum for the work agree to under the contract of \$300,000.00;
2. For all consequential damages including all necessary attorney fees;
3. For exemplary and punitive damages;
4. For costs of suit; and
5. For such other and further relief as is just and proper.

DATED: January 9, 2011

GIFFORD, DEARING & ABERNATHY, LLP

By: Michele L. Abernathy  
MICHELE L. ABERNATHY  
Attorneys for Plaintiff

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

FOR COURT USE ONLY

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JAN 11 2012

John A. Clarke, Executive Officer/Clerk
BY Mary Flores, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Central

CASE NAME:
STEIN v. KYOCERA MITA AMERICA, INC., a New Jersey corporation, 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:
BC 476821

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

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

Real Property

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

Unlawful Detainer

[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review

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

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

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

Enforcement of Judgment

[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint

[ ] RICO (27)
[ ] Other complaint (not specified above) (42)

Miscellaneous Civil Petition

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

2. This case [ ] is [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. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive

4. Number of causes of action (specify): FIVE (5)

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: January 9, 2012
MICHLE L. ABERNATHY
(TYPE OR PRINT NAME)

[Signature]
(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

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 (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 (non-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

- Real Property
  - Other Real Property (not eminent domain, landlord/tenant, or Quiet Title
  - Mortgage Foreclosure
  - Writ of Possession of Real Property
  - Other Real Property (e.g., quiet title) (26)
  - Wrongful Eviction (33)
  - Condemnation (14)
  - Eminent Domain/Inverse Condemnation (14)
  - Real Property
    - Other Contract Dispute
    - Contractual Fraud
    - Other Contract (37)
    - Physicians & Surgeons Malpractice
    - Other Professional Health Care Malpractice (23)
    - Other P/P/D/W/D (23)
    - Premises Liability (e.g., slip and fall)
    - Intentional Bodily Injury/P/D/W/D (e.g., assault, vandalism)
    - Intentional Infliction of Emotional Distress
    - Negligent Infliction of Emotional Distress
    - Other P/P/D/W/D
    - Business Tort/Unfair Business Practice (07)
    - Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
    - Defamation (e.g., slander, libel) (13)
    - Fraud (19)
    - Intellectual Property (19)
    - Professional Negligence (25)
    - Legal Malpractice
    - Other Professional Malpractice (not medical or legal)
    - Other Non-P/P/D/W/D Tort (35)
    - 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
  - Other Promissory Note/Collections Case
  - Insurance Coverage (not provisionally complex) (18)
  - Auto Subrogation
  - Other Coverage
  - 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

CIVIL CASE COVER SHEET

SHORT TITLE:

STEIN v. KYOCERA MITA AMERICA, INC., a New Jersey corporation, et al.

CASE NUMBER

BC 47 6821

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

**This form is required pursuant to Local Rule 2.0 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 2  HOURS/  DAYS

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

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

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

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

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

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

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

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

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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
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 (not insurance) (06)	<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., 1., 2., 5., 1., 2., 5.
Contract (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 checked="" type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5., 1., 2., 3., 5., 1. (2) 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6., 2., 6., 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

Non-Personal Injury/ Property Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

**CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION**

SHORT TITLE:

CASE NUMBER

STEIN v. KYOCERA MITA AMERICA, INC., a New Jersey corporation, et al.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

2/1/19

L CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

LexisNexis® Automated California County Forms

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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

Dated: 1/9/2012

(SIGNATURE OF ATTORNEY/FILING PARTY)

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 Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.		CITY: Beverly Hills	
ADDRESS: 602 N. Crescent		STATE: CA	Z P CODE: 90210
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			

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.

SHORT TITLE: STEIN V. KYOCERA MITA AMERICA, INC., a New Jersey corporation, et al	CASE NUMBER
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