

ORIGINAL

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FILED
Superior Court of California
County of Los Angeles

OCT 29 2015

Sherri R. Carter, Executive Officer/Clerk
By Judi Lara, Deputy

Attorneys for Plaintiffs
HIROSHI HORIIKE (GENLIN) AND WORLD DOG
ALLIANCE LTD.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT.

HIROSHI HORIIKE (GENLIN), an
individual; and WORLD DOG
ALLIANCE, LTD., a Hong Kong limited
liability company,

Plaintiffs,

v.

THE HUMANE SOCIETY OF THE
UNITED STATES, a corporation,
WAYNE PACELLE, President and CEO
of The Humane Society of the United
States, and DOES 1-10, inclusive,

Defendants.

CASE NO.:

BC 599467

COMPLAINT FOR DAMAGES FOR:

- (1) BREACH OF CONTRACT
- (2) BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING
- (3) INTENTIONAL FRAUD
- (4) ACCOUNTING

DEMAND FOR JURY TRIAL

CIT/CASE: BC599467
LEH/DEF#:
RECEIPT #: CCH520872042
DATE PAID: 10/29/15 04:03 PM
PAYMENT: \$435.00
RECEIVED: 310
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

10/29/2015

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2 Plaintiffs Hiroshi Horiike (Genlin) ("Genlin") and World Dog Alliance Ltd. ("WDA")
3 (Genlin and WDA, collectively ("Plaintiffs")) hereby aver and allege as follows:

4 **INTRODUCTION**

5 1. Genlin, a self-made Chinese industrialist who grew up in a 300 square foot attic
6 apartment in Shanghai, has devoted the last two years to ending the dog meat trade in Asia. In
7 2014, Genlin founded WDA and began production of a documentary about the horrendous practice
8 of stealing and then slaughtering household pets—"Eating Happiness" (the "Documentary Film"),
9 in the hopes of spurring worldwide opposition to the practice. As evidenced by the impact of past
10 successful documentary films, "Eating Happiness" is intended to bring immediate and worldwide
11 attention to the truth about the dog meat trade in Asia. It is Genlin's hope that "Eating Happiness"
12 will change the destiny for dogs, just as the Oscar winning documentary "The Cove" changed the
13 destiny for dolphins in Japan.¹ At WDA's first conference held at the Hong Kong University on
14 December 12, 2014, Genlin had a chance meeting with a representative of Humane Society
15 International ("HSI"), Peter Li. What followed was a whirlwind courtship of Genlin and WDA by
16 Wayne Pacelle ("Pacelle") and The Humane Society of the United States ("HSUS") with the goal
17 of obtaining a large donation from a very willing Chinese industrialist who believed that HSUS
18 was a leading animal rights organization that could substantively assist Genlin and his organization
19 in achieving their goal of ending the dog meat trade. Pacelle promised Genlin and WDA the
20 world—nationwide promotion and screenings of the Documentary Film; a screening of the
21 Documentary Film before the U.S. Congress; lobbying for Federal legislation banning the
22 consumption of dog meat and passage of said legislation, *within three months*—in return for a
23 \$1,000,000 donation from Genlin and his organization. Once successful in obtaining the donation,
24 HSUS, and Pacelle in particular, failed to follow through on any of their promises, and indeed
25 largely claimed that HSUS could not perform on any of the commitments it had made. HSUS's

26
27 ¹ The Cove is a documentary film concerning the annual slaughter of dolphins in Taiji, Japan. It
28 received worldwide acclaim upon its release in 2009, winning the Oscar for Best Documentary
Feature in 2010.

1 and Pacelle's complete failure to follow through on their many promises has caused irreparable
2 harm to WDA's campaign and its ability to promote the Documentary Film as the campaign's
3 centerpiece.

4 **THE PARTIES**

5 2. Plaintiff Hiroshi Horiike (Genlin) is an individual with a residence in Los Angeles,
6 California. He is a resident of Hong Kong, China.

7 3. WDA is a Hong Kong limited liability company doing business in Los Angeles,
8 California.

9 4. Upon information and belief, HSUS is a corporation doing business in Los Angeles,
10 California.

11 5. Upon information and belief, Wayne Pacelle is an individual doing business in Los
12 Angeles, California.

13 6. Plaintiffs are ignorant of the true names and capacities of the defendants sued in this
14 Complaint as Does 1 through 10, inclusive, and therefore sues these defendants by such fictitious
15 names. Plaintiffs will amend this Complaint to allege the true names and capacities of the Doe
16 defendants when ascertained. Each of the fictitiously named defendants is responsible in some
17 manner for the conduct alleged in this Complaint, and Plaintiffs' damages are actually and
18 proximately caused by the conduct of such defendants.

19 **JURISDICTION AND VENUE**

20 7. Genlin conducts business and resides part-time in Los Angeles County, California
21 and WDA conducts business in California. HSUS and Pacelle also conduct business in this county.
22 This is also the venue in which the dispute arose. Accordingly, venue is appropriate in this Court.

23 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 8. Genlin founded Large Horse International (Group) Company Limited in 1995
25 ("Large Horse"), which is very successful. Large Horse also had and has a substantial charitable
26 component that funds schools, libraries, scholarships and other charitable causes in China and
27 around the world.
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1 9. Genlin retired in or about 2002, devoting himself to charitable causes; vowing to
2 donate 90% of his fortune to fund charitable causes.

3 10. One of Genlin's passions is dogs. In 2014, Genlin founded WDA with the goal of
4 eradicating the slaughter of dogs, many of which are stolen family pets, for food—a surprisingly
5 common practice across Asia. In an effort to jumpstart the campaign to eradicate the practice,
6 Genlin commissioned the production of a documentary film called "Eating Happiness."

7 11. WDA held its first conference about the practice at the University of Hong Kong on
8 December 12, 2014, inviting animal rights organizations from around the world, including HSI.

9 12. Following the conference, a representative of HSUS, Peter Li, reached out to Genlin
10 about WDA and the Documentary Film.

11 13. Thereafter, a screening of the Documentary Film was arranged at HSUS's
12 headquarters in Washington D.C. in March 2015.

13 14. On March 6, 2015, HSUS communicated to Genlin and WDA that it was very
14 impressed with the Documentary Film and further provided 18 substantive comments about the
15 film, including but not limited to suggestions that Genlin be a central figure in the in the film, as
16 well as incorporating HSI into the film. It was further suggested that HSI could arrange an editing
17 session with the director of the documentary film "The Cove" in order to further improve the
18 Documentary Film. Genlin graciously adopted all but 3 of the recommendations.

19 15. On or about May 21, 2015, Dr. Andrew Rowen who at the time served as HSI's
20 president and CEO, as well as the "Chief International Officer" for HSUS, met personally with
21 Genlin in Hong Kong to discuss ways in which HSUS and WDA could work together to promote
22 WDA's anti dog meat campaign.

23 16. Thereafter Genlin was invited to screen his Documentary Film and meet personally
24 with executives of HSUS, including Pacelle, on June 5, 2015 at HSUS's headquarters in
25 Washington D.C.

26 17. Following a screening of the Documentary Film and presentations by WDA and
27 HSUS, respectively, Genlin attended dinner with Pacelle.
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1 18. Pacelle represented that HSUS had substantial experience in promoting animal
2 rights campaigns, such as the one being contemplated by WDA and could be instrumental in
3 creating a worldwide audience for WDA's campaign as well as the Documentary Film that was
4 intended to spearhead it.

5 19. Pacelle further represented that HSUS could obtain passage of federal legislation
6 banning the consumption of dog meat in the United States within 3 months.

7 20. As a result of these representations, Genlin was excited about the prospects for a
8 partnership with HSUS that would serve to spearhead WDA's campaign and the Documentary
9 Film. Genlin was more than willing to fund all expenses associated with HSUS's work.

10 21. By email dated June 21, 2015, Pacelle outlined to Genlin a five point plan for HSUS
11 to assist WDA in its campaign, including:

12 a. Hosting a screening of the Documentary Film for the U.S. Congress, to be
13 personally attended by Pacelle.

14 b. Sponsoring a bill in the U.S. Congress banning the consumption of dog meat
15 in the United States and condemning the consumption of dog meat internationally.

16 c. Hosting screenings of the Documentary Film in key American cities "and
17 mobiliz[ing] [HSUS] supporters to attend these screenings." Pacelle promised to "host screenings
18 of the movie in Los Angeles, San Francisco, New York, Washington D.C., and other key American
19 cities so that the movie's message can reach the most influential people in the United States."

20 d. Further promote the Documentary Film to HSUS's massive online audience.

21 e. Otherwise support WDA's efforts to end the sale of dog meat globally.

22 22. For its part, WDA and Genlin were elated by HSUS's offer of support. HSUS touts
23 itself as *the* largest and most effective animal protection association in the United States, with over
24 12 million members worldwide. That it would offer to assist WDA with its campaign was as
25 unexpected as it was wonderful for WDA's campaign.

26 23. Following the June 21, 2015 email, WDA began attempting to coordinate various
27 screenings and events with HSUS.
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1 24. By email dated June 23, 2015, HSUS offered to formally endorse the final version
2 of the Documentary Film and begin the process of promoting it at various film festivals, beginning
3 with the Toronto International Film Festival and the Venice Film Festival.

4 25. Pacelle also made mention of WDA and its campaign in his online blog, which was
5 touted to WDA as evidence of HSUS's support:
6 [http://blog.humanesociety.org/wayne/2015/06/yulin-dog-meat-festival-provokes-global-](http://blog.humanesociety.org/wayne/2015/06/yulin-dog-meat-festival-provokes-global-fury.html?credit=web_id93480558)
7 [fury.html?credit=web_id93480558](http://blog.humanesociety.org/wayne/2015/06/yulin-dog-meat-festival-provokes-global-fury.html?credit=web_id93480558).

8 26. As WDA and Genlin would soon learn, however, HSUS's support was not going to
9 come without a price.

10 27. In late June, HSUS advised that it did not realize that WDA was seeking to begin its
11 campaign and promotion for the Documentary Film imminently, and that Pacelle and his
12 organization would be unable to substantively assist until the Fall.

13 28. On or about July 30, 2015, Pacelle presented his plan to WDA for HSUS's assistance
14 in ending the dog meat trade in Asia.

15 29. For an "investment" of \$500,000 in HSUS over two years, HSUS would "create the
16 atmospherics for the movie's success. . . ." According to Pacelle, "[HSUS] will engage in a global
17 publicity campaign focused on the cruelty of the dog meat trade. We will help organize events in
18 major cities in the United States (Washington D.C., New York, Los Angeles) for the movie. We
19 will also increase global publicity on the cruelty of the trade throughout the year. We will do this
20 by mobilizing our resources to shine a spotlight on the cruelty of the trade."

21 30. For an investment of an additional \$500,000 in HSUS over two years, Pacelle
22 committed to "organiz[ing] a campaign to introduce legislation in the U.S. Congress to ban the dog
23 meat trade in the United States. To ensure the passage of this bill, we will need to invest in publicity,
24 awareness building, and making this an issue in the animal protection caucus. This will also give
25 us a platform to discuss the international dog meat trade to U.S. audiences."

26 31. According to Pacelle, "I hope that you are as excited as I am about this proposal.
27 With your investment of \$500,000 this year, and again next, I think we can focus the world's
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1 attention on the dog meat trade in a way that helps your movie to succeed and speeds up the end of
2 the dog meat trade. I look forward to hearing from you soon with a commitment to redouble our
3 partnership together to end the dog meat trade forever.”

4 32. Pacelle’s statements were knowingly false when made and intended to induce
5 Genlin and WDA to fork over \$1,000,000. Indeed, Pacelle knew that HSUS had no experience
6 promoting a Documentary Film and little interest in promoting WDA’s campaign to end the dog
7 meat trade in Asia. Pacelle further knew that the U.S. Congress would not be taking up legislation
8 to ban the consumption of dog meat in an election year, and that HSUS had no intention of
9 expending its political capital on the issue.

10 33. For their part, Genlin and WDA were more than willing (and able) to donate
11 \$1,000,000 in HSUS for what they viewed as HSUS’s invaluable assistance in jump starting
12 WDA’s campaign to end the dog meat trade in Asia.

13 34. In an a further effort to pique WDA’s interest and excitement about the prospects of
14 HSUS’s support of its campaign, Pacelle on or about July 15, 2015 during a conference call with
15 Genlin, the concept of an annual “Dog Lovers’ Day” on September 26, 2015 (in Cantonese, “9.26”
16 means “dogs easy happy”). Wayne lauded the idea and represented that HSUS would support the
17 creation of “Dog Lovers’ Day” and would jointly promote events with WDA to coincide with a
18 “Dog Lovers’ Day” on September 26, 2015.

19 35. Pacelle suggested that HSUS and WDA jointly attend and promote events in Los
20 Angeles, New York City, San Francisco and London to mark the day, with the lead event taking
21 place in Los Angeles.

22 36. The events would also be coordinated with the theatrical release of the Documentary
23 Film.

24 37. Pacelle further suggested that these public events be followed by a private event at
25 Genlin’s home in Malibu, California to be attended by HSUS executives, celebrities and other A-
26 list HSUS supporters.

27 38. WDA and Genlin were once again elated by HSUS’s further offers of support.
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1 39. On or about August 21, 2015, HSUS and WDA entered into a contract (the
2 "Contract") pursuant to which WDA would pay to HSUS the sum of \$1,000,000 over two years,
3 and in return HSUS would use the funding to spearhead a global campaign in support of WDA's
4 efforts to end the dog meat trade, including but not limited to a "global publicity campaign and
5 events for the promotion of 'Eating Happiness.'" HSUS further promised to "lobby, write and
6 promote legislation banning dog meat consumption in the United States." A true and accurate copy
7 of the Contract is attached hereto as Exhibit A.

8 40. The first \$500,000 in funds were transferred to HSUS within a day or so of Contract
9 execution.

10 41. Things changed rather dramatically following receipt of the first \$500,000.

11 42. On the legislative front, Genlin was informed that the promised all hands effort to
12 obtain passage of legislation by the U.S. Congress banning the consumption of dog meat would not
13 proceed as the goal was unobtainable in the short term. HSUS further advised that it would take at
14 least 4-6 years to obtain passage of such legislation, if such was even possible, and that the best
15 way to proceed at this point was making discrete contact with HSUS supported on the House's
16 Agricultural Committee.

17 43. HSUS advised that it would not make any public entreaties to the U.S. Congress
18 with respect to dog meat legislation, and could not arrange a screening of the Documentary Film
19 for the U.S. Congress as previously promised.

20 44. HSUS went largely radio silent on the campaign and Documentary Film promotion
21 front. In spite of numerous requests for information and assistance on all of the events HSUS had
22 promised to organize and co-host, little if anything was forthcoming from HSUS.

23 45. Because WDA was relying entirely upon HSUS to follow through on its promises
24 to spearhead WDA's campaign in the United States both with respect to promoting the cause and
25 with respect to promoting the Documentary Film, WDA did not undertake its own substantial
26 promotion.

27 46. As planned, WDA released the Documentary Film in New York City, and provided
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1 public showings of the film from approximately October 2 to October 15, 2015.

2 47. HSUS failed to promote the release to its members, or hold an event in New York
3 City to kickstart WDA's campaign and the Documentary Film. As a direct and proximate result,
4 the Documentary Film screened to 54 people over a 2 week period.

5 48. As of October 14, 2015, HSUS had no reference to WDA's campaign or the
6 Documentary Film or Dog Lovers' Day on any of its social media platforms.

7 49. HSUS had also failed to promote any events in any of the other cities it had
8 represented it would do.

9 50. As the multitude of WDA's unanswered emails began piling up, HSUS personnel
10 began claiming that HSUS had no experience promoting films such as the Documentary Film, and
11 that the subject matter and nature of the film made it more difficult to promote. Of course, *none* of
12 this had been mentioned by HSUS and its representatives prior to obtaining funding from WDA.

13 51. HSUS finally referred WDA to its Hollywood office, as having expertise in
14 promoting the Documentary Film. HSUS's Hollywood office claimed it could not provide
15 substantive assistance either and thereafter referred WDA to a public relations company Much and
16 House.

17 52. WDA ultimately retained Much and House, at its expense, to promote the
18 Documentary Film. Much and House failed to follow through on its promises as well.

19 53. To date, HSUS has performed *none* of the functions its president and CEO, Pacelle,
20 had promised prior to receiving a commitment from WDA and Genlin for a \$1,000,000 donation.
21 It is further apparent that neither Pacelle nor HSUS ever intended to follow through on all of the
22 promises they made in return for the substantial donation.

23 54. There has been no screening of the Documentary Film before the U.S. Congress.
24 HSUS has made little to no effort to promote WDA's campaign or the Documentary Film. HSUS
25 has failed to hold any events concerning WDA's campaign, much less the Documentary Film.
26 HSUS has taken no substantive steps to obtain passage of legislation in the U.S. Congress banning
27 the consumption of dog meat.

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1 55. Simply put, HSUS and Pacelle, recognizing that Genlin was of substantial means
2 and could contribute substantial sums to HSUS, sold WDA and Genlin a veritable 'bill of goods,'
3 never intending to follow through on any of it upon receipt of a substantial donation.

4 **FIRST CLAIM FOR RELIEF**

5 **(Breach of Contract By WDA Against HSUS)**

6 56. Genlin and WDA reallege and incorporate by reference the allegations contained in
7 Paragraphs 1 through 56 as though fully set forth herein.

8 57. On or about August 21, 2015, WDA entered into the Contract with HSUS pursuant
9 to which HSUS agreed to, *inter-alia*:

10 a. To organize global publicity campaigns and events for the promotion of
11 "Eating Happiness"; and

12 b. To lobby, write and promote legislation banning dog meat consumption in
13 the United States.

14 58. In return, WDA agreed to pay HSUS \$1,000,000 over the course of two years and
15 provide assistance to HSUS if necessary.

16 59. WDA fully performed its obligations under the Contract, including but not limited
17 to paying \$500,000 to HSUS, as well as facilitating HSUS's promotion and scheduling of events
18 concerning the Documentary Film.

19 60. HSUS breached the Contract in at least the following ways:

20 a. Failed to organize a global publicity campaign and events for the promotion
21 of the Documentary Film; and

22 b. Failed to lobby and otherwise promote legislation banning dog meat
23 consumption in the United States.

24 61. As a direct and proximate result of HSUS's breaches of the Contract, WDA has been
25 damaged in at least the amount of \$500,000.

26 **SECOND CLAIM FOR RELIEF**

27 **(Breach of the Implied Covenant of Good Faith and**

10/29/2015

1 **Fair Dealing By WDA Against HSUS)**

2 62. Genlin and WDA reallege and incorporate by reference the allegations contained in
3 Paragraphs 1 through 62 as though fully set forth herein.

4 63. Implied in every contract is a covenant of good faith and fair dealing.

5 64. On or about August 21, 2015, WDA entered into the Contract with HSUS pursuant
6 to which HSUS agreed to, *inter-alia*:

7 a. To organize global publicity campaigns and events for the promotion of
8 “*Eating Happiness*”; and

9 b. To lobby, write and promote legislation banning dog meat consumption in
10 the United States.

11 65. In return, WDA agreed to pay HSUS \$1,000,000 over the course of two years and
12 provide assistance to HSUS if necessary.

13 66. WDA fully performed its obligations under the Contract, including but not limited
14 to paying \$500,000 to HSUS, as well as facilitating HSUS’s promotion and scheduling of events
15 concerning the Documentary Film.

16 67. HSUS breached the implied covenant of good faith and fair dealing implied in the
17 Contract, by *inter-alia*, failing and refusing to push legislation concerning the banning of dog meat
18 in the U.S. Congress.

19 68. HSUS also breached the implied covenant of good faith and fair dealing by directly
20 undermining WDA’s efforts to promote its campaign and the Documentary Film by *inter-alia*,
21 refusing and failing to respond to WDA’s requests for information concerning event scheduling.
22 As a direct and proximate result, WDA expended substantial sums scheduling events that ended up
23 not being promoted by HSUS.

24 69. As a direct and proximate result of HSUS’s breaches of the implied covenant of
25 good faith and fair dealing, WDA has been damaged in at least the amount of \$500,000.

26 **THIRD CLAIM FOR RELIEF**

27 **(Fraud By WDA and Genlin Against HSUS And Pacelle)**

1 70. Genlin and WDA reallege and incorporate by reference the allegations contained in
2 Paragraphs 1 through 70 as though fully set forth herein.

3 71. After meeting Genlin and learning of his substantial wealth as well as his passion
4 for dogs, HSUS personnel, including but not limited to Pacelle, spent the better part of 2 months
5 wooing Genlin and WDA with numerous promises of what it could and indeed would do for
6 WDA's dog meat campaign and associated Documentary Film.

7 72. HSUS and specifically Pacelle represented that HSUS could, *inter-alia*:

8 a. Prepare and publicize a global campaign to support WDA's anti-dog meat
9 agenda, as well as roll out its Documentary Film;

10 b. Utilize HSUS's substantial resources in the animal rights area as well as vast
11 membership to successfully publicize WDA's campaign and principally its Documentary Film;

12 c. Utilize HSUS's and HSI's strong brand and reputation in the animal rights
13 arena to successfully promote the release of the Documentary Film;

14 d. Utilize HSUS strong political connections to achieve quick passage of
15 Federal legislation banning the consumption of dog meat in the United States.

16 73. HSUS and specifically Pacelle well knew at the time these representations were
17 made that HSUS had no intention of using HSUS's global brand to endorse and promote WDA's
18 campaign and/or the Documentary Film.

19 74. HSUS and specifically Pacelle also well knew at the time these representations were
20 made that HSUS did not have the resources or expertise to successfully market and distribute
21 WDA's Documentary Film.

22 75. HSUS and specifically Pacelle also well knew at the time these representations were
23 made that HSUS had no intention of using HSUS's global brand and political capital to actively
24 and aggressively push legislation in the U.S. Congress banning the consumption of dog meat.

25 76. In reality, HSUS and specifically Pacelle happened across a foreign industrialist of
26 substantial means, who was perhaps passionate to a fault about dogs and the banning of dog meat
27 consumption. In a frenzy to turn Genlin into a donor, Pacelle talked up Genlin's idea and his
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1 Documentary Film, and misrepresented all that HSUS was capable of and willing to do for him and
2 WDA.

3 77. Genlin and WDA reasonably and justifiably relied upon Pacelle's and HSUS's
4 representations about what it could and was willing to do to assist Genlin and WDA with the dog
5 meat campaign and Documentary Film.

6 78. As a direct and proximate result of HSUS's and Pacelle's intentional fraud, WDA
7 and Genlin have been damaged in an amount to be proven at trial.

8 79. HSUS's and Pacelle's conduct was wrongful, malicious, fraudulent, and in
9 conscious disregard of the rights of WDA and Genlin.

10 80. Punitive damages should be awarded in order to punish and make an example of
11 HSUS and Pacelle, jointly and severally.

12 **FOURTH CLAIM FOR RELIEF**

13 **(Accounting by WDA Against HSUS)**

14 81. Genlin and WDA reallege and incorporate by reference the allegations contained in
15 Paragraphs 1 through 81 as though fully set forth herein.

16 82. HSUS Contracted with WDA to spend \$250,000 of WDA's bi-annual contribution
17 to promote WDA's anti-dog meat campaign and Documentary Film and \$250,000 of WDA's bi-
18 annual contribution to fund the advancement of dog eat legislation in the United States.

19 83. Upon information and belief, HSUS took the \$500,000 donation and used it for
20 purposes other than those set forth in the Contract.

21 84. WDA demands and is entitled to an accounting of how the funds were utilized.

22 **JURY DEMAND**

23 85. WDA and Genlin request a jury trial of all issues that may be tried to a jury in this
24 action.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, WDA and Genlin pray for an Order and Judgment as follows:

27 1. Compensatory damages.

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- 2. Punitive damages.
- 3. Costs and attorneys' fees to the extent permitted by law.
- 4. All additional relief to which WDA and Genlin are entitled.

DATED: October 29, 2015

FERNALD LAW GROUP LLP
BRANDON C. FERNALD
RACHEL D. STANGER
PAUL W. SANDE

By: 
BRANDON C. FERNALD

Attorneys for Plaintiffs
HIROSHI HORIIKE (GENLIN) AND
WORLD DOG ALLIANCE LTD.

10/29/2015

EXHIBIT A

10/29/2015

10/20/2015

MEMORANDUM OF UNDERSTANDING

Between

World Dog Alliance Limited (Charity license no. 91/14280)

(Address: 21/F, King Palace Plaza, 55 King Yip Street, Kwun Tong, Kowloon, Hong Kong)

and

The Humane Society of the United States

(Address: 2100 L Street, NW Washington, DC 20037)

Project Description:

World Dog Alliance (hereinafter "WDA") and The Humane Society of the United States (hereinafter "HSUS") share the common goals to stop the inhumane cruelty and treatment of dogs transported, slaughtered, and consumed as part of the dog meat trade in Asia and to promulgate legislation banning dog meat consumption in the United States. Both parties desire to become partners in the collaborative project called "End Eating Dog Meat". This project includes the launch of a global publicity campaign relating to the Asian dog meat trade, specifically through the use of the movie "Eating Happiness" as well as concurrent legislation banning dog meat consumption in the United States.

WDA will serve as the funding body for the project and HSUS will contribute their expertise and influence in order to achieve the common goals of the project.

Date and Duration of the Project

The term of the project: 2 years (effective August 21, 2015 - Aug 20, 2017).

Scope of Territory Coverage

Mainly the United States, also Europe and Asia.

Responsibilities:

WDA

1. To provide funding for the project.
2. To provide assistance to HSUS, if needed.

HSUS

1. To organize global publicity campaigns and events for the promotion of "Eating Happiness".
2. To lobby, write and promote legislation banning dog meat consumption in the United States.

Project Cost

WDA shall make the following contributions, inclusive of the expenses by HSUS for the project may incur:

1. Project total cost of USD1,000,000 over two years with two installments. The 1st installment: USD500,000 will be payable within 10 working days after signing the MOU. The 2nd installment: USD500,000 will be payable by Aug 20, 2016.

Other terms & conditions:

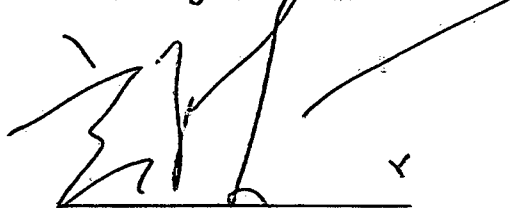
1. Both parties can determine the allocation of any honor or award deriving from the project.
2. The parties to this MOU agree that this is an exclusive arrangement and neither party shall, without the prior written consent of the other party, enter into any agreement or arrangement relating to a similar project to the project outlined in this MOU.
3. The parties acknowledge, agree and accept that any and all Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination, disclosure, reproduction, revelation or distribution of the Confidential Information would destroy or diminish the value of such information.

Termination

1. During the term of this MOU, neither party may withdraw from the project or terminate this MOU without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU at the date first above written.

For and on behalf of
World Dog Alliance Limited



Genlin
Founder

Date: Aug 21, 2015

For and on behalf of
The Humane Society of the United States



Wayne Pacelle
President & CEO

Date:

10 / 29 / 2015

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

BRANDON C. FERNALD (BAR NO. 222429)

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ATTORNEY FOR (Name): Plaintiff Hiroshi Horiike et al.

FOR COURT USE ONLY

FILEDSuperior Court of California
County of Los Angeles

OCT 29 2015

Sherri R. Carter, Executive Officer/Clerk

By Judi Lara, DeputyCASE NUMBER **BC 599467**

JUDGE:

DEPT:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 N. Hill St.

MAILING ADDRESS: 111 N. Hill St.

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District- Stanely Mosk Courthouse

CASE NAME:

HIROSHI HORIIKE et al. v. THE HUMANE SOCIETY et al.

CIVIL CASE COVER SHEET

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

Complex Case Designation

- ☐ **Counter** ☐ **Joinder**

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

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

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

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

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☒ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

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

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

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

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

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

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

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

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

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: October 29, 2015

Brandon C. Fernald

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

ORIGINAL

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

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BC 5 99 4 6 7

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

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<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., 3. 1., 4.

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Non-Personal Injury/Property
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input 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 checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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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
Judicial Review	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.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE:

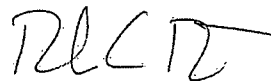
HIROSHI HORIIKE et al. v. THE HUMANE SOCIETY et al.

CASE NUMBER

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 8075 W 3rd St, Ste 300 Los Angeles, CA 90048
CITY: Los Angeles	STATE: CA	ZIP CODE: 90048	

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

Dated: October 29, 2015


(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
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.

10/29/2015