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**FILED**  
LOS ANGELES SUPERIOR COURT

5 Attorney For ANGELA BORLAZA

AUG 28 2007

JOHN A. CLARKE, CLERK

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 FOR THE COUNTY OF LOS ANGELES

8 case assigned to Judge *D. 28*  
9 *ALICE E. ALTON*  
10 BC376700

11 ANGELA BORLAZA }  
12 Plaintiff }  
13 vs }  
14 PENNYPOKE FARMS, LTD. , }  
15 DAVID SEELEY, ESTATE OF }  
16 MARLON BRANDO, MARLON }  
17 BRANDO TRUST, MORRIS M. }  
18 MEDVOY, LARRY J. DRESS- }  
19 LER, AVRA DOUGLAS, ALICE }  
20 MARCHAK, JO ANN COR- }  
21 ALES, and DOES 1 to 10, in- }  
22 clusive, }  
23 Defendants. }

Case No.

COMPLAINT

- 1) Wrongful Termination
- 2) Breach of Written Employment Contract
- 3) Fraud, conspiracy to defraud and to establish unlawful, unconstitutional prior restraints
- 4) Accounting
- 5) Constructive Trust
- 6) Intentional Interference with Prospective Economic Advantage
- 7) Negligent Interference with Prospective Economic Advantage
- 8) Declaratory Relief

Allegations Common to all Causes of Action

1. Plaintiff ANGELA BORLAZA, is an adult individual, residing in Los Angeles County, who at all times relevant, was and is, an employee, Agent for the Secretary process, and Managing Director of Defendant, PENNYPOKE FARMS, LTD.; and is informed and believes that she has an ownership interest therein, arising out of her long standing relationship with Marlon Brando, deceased, who also had an owner-

CITY/CASE: BC376700 LEA/DEF#:   
RECEIPT #: CCH183318036   
DATE PAID: 08/28/07 03:06:52 PM   
PAYMENT: \$120.00 0310   
RECEIVER:   
CHECK:   
CASH:   
CREDIT:   
CHARGE:   
CITY:   
STATE:   
ZIP: 90408

SANTA MONICA, CA 90405  
TEL: 310 828-4000 FAX: 310 828-4000

1 ship interest therein. Plaintiff is also informed and believes that a release and con-  
2 fidentiality agreement she signed with the Estate of Marlon Brando, relating to  
3 a creditor's claim she filed against said estate, and which was followed by a  
4 Petition for an Order, but which was **not** signed by Defendant Pennypoke Farms, Ltd  
5 is void because it was signed by individuals who lacked authority to bind the Estate  
6 of Marlon Brando, because their purported authority stems from a forged codicil  
7 to the true will and amendment to the trust of Marlon Brando.  
8

9  
10 2. Plaintiff is informed and believes that Defendant, PENNYPOKE FARMS, LTD.  
11 was and is a duly formed and incorporated California Corporation, with its principal  
12 office located in Los Angeles County, and that at all times relevant hereto, was and is  
13 a viable California Corporation, doing business in the County of Los Angeles.

14 3. Defendant, DAVID SEELEY, is an adult individual, residing in the State of  
15 Washington. Plaintiff is informed by said individual, believed, and reasonably relied  
16 upon the untrue representations of said individual that he was authorized by Defend-  
17 ant, Pennypoke Farms, Ltd.; and/or by Trustee(s) and Executors under a **forged and**  
18 **fraudulent codicil** to the will and trust of the Estate of Marlon Brando, who themselves  
19 were not authorized, and who wrongfully, and without proper authority, terminated  
20 Plaintiff, and breached her written agreement containing an implied promise of  
21 continuing and permanent employment, arising out of the caring and loving relation-  
22 ship between Plaintiff and Marlon Brando, deceased, in the approximately 10 years  
23 prior to the latter's passing. Plaintiff is NOT here alleging or insinuating **who** forged  
24 the aforesaid fraudulent codicil, simply that it was forged, and therefore, unlawful,  
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1 void, and that all acts and conduct flowing therefrom are without lawful authority.

2 4. Defendant, ESTATE OF MARLON BRANDO, is presently being probated  
3 by the Superior Court of the State of California, in the Central District, entitled  
4 BP 086759, by and through Morris M. Medavoy, Executor, Larry J. Dressler,  
5 Executor, and Avra Douglas, Executrix, and Defendant; and The MARLON  
6 BRANDO TRUST, also known as The Marlon Brando Living Trust, is presently  
7 viable; and both are principally officed and operating in the County of Los  
8 Angeles. Defendants Medavoy, Dressler and Douglas are trustees thereof.

9  
10 5. Defendants, Alice Marchak and Jo Ann Corrales are necessary parties to this  
11 litigation, in that Plaintiff is informed and believes, based upon her own release  
12 confidentiality agreement in a matter involving Plaintiff's creditor's claim to real  
13 property, not involving the wrongful termination and breach of contract causes  
14 herein, with Defendants Larry J. Dressler, individually; and Defendant, Estate of  
15 Marlon Brando, by Defendant, Morris M. Medavoy, Defendant Avra  
16 Douglas, and Defendant Larry J. Dressler, executor/is (s), that settlements and  
17 releases obtained by said defendants, with the Executor / Trustee(s)  
18 contain confidentiality causes with unlawful prior restraints, and are unauthorized.  
19 Plaintiff is further informed and believes that said necessary parties' confidential-  
20 ity clauses bar them from discussing the nature of their suits against several of the  
21 Defendants herein, including, but not limited to the Estate of Marlon Brando, and  
22 The Marlon Brando Trust. Plaintiff is also informed and believes that they, like  
23 her, have been unlawfully defrauded and coerced into effecting releases with  
24 confidentiality clauses similar to her own, which unlawfully create prior restraints  
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1 that they are unwilling or unable to talk about for fear that their ongoing settlement  
2 rights will be interrupted, or cut off, and for fear that they will be sued for violating  
3 their own confidentiality clauses, which are unknown to Plaintiff, but which plaintiff  
4 is informed and believes are extant in their respective releases with the Estate of  
5 Marlon Brando. Plaintiff is informed and believes that she and said necessary de-  
6 fendants are all bound not to discuss their respective releases and further alleges  
7 that she has neither obtained nor given information to or from them relative to  
8 their respective releases. Despite said releases and expected confidentiality clauses,  
9 said necessary; defendants are part of an alleged conspiracy to defraud Plaintiff.  
10 As a proximate result of the foregoing, Plaintiff is unable to collaborate with said  
11 necessary defendants, Alice Marchak and JoAnn Corrales to develop and market a  
12 memoir, book, movie, or mini-series, spanning approximately 40 years of the life of  
13 Marlon Brando, and which could also involve Plaintiff's involvement with Defendants  
14 after his passing. Plaintiff is informed and believes that she is bound not to divulge the  
15 terms of her Release, and reasonably expects that said necessary Defendants are under  
16 similar obligations, all of which are void if the codicil/trust amendment were forged,  
17 the co-executors and executix, and Trustees are acting without lawful authority.

21 6. Plaintiff, was promised by Marlon Brando, prior to his death, on more than  
22 one occasion, that Defendant, Pennypoke Farms, Ltd., and if not defendant, then the  
23 estate, would take care of her after his death. Plaintiff and Marlon Brando cohabited,  
24 for a number of years immediately prior to his death, and Plaintiff, as the managing  
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1 Director, agent for the service of process, and only working employee of Defendant  
2 Pennypoke Farms, Ltd., had a reasonable expectation of continued employment.

3 7. Plaintiff is informed and believes that in and after May or June of 2004, Defend-  
4 ants, David Seeley, and the named Defendants, and Does 1-10, and each of them,  
5 (excluding necessary defendants, Alice Marchak and Jo Ann Corrales) and contin-  
6 uing to the present, conspired fraudulently, with evil motive and wrongful intent,  
7 unlawfully to cause to be forged, a codicil to the valid will of Marlon Brando, and  
8 entered into a fraudulent course of conduct designed to "buy off" and settle with  
9 beneficiaries, the rightful executrix(es), creditors, and others, who might be able to  
10 prove that said codicil was forged; and unlawfully conspired to establish unlawful  
11 prior restraints against those who might write about, expose, or contest them;  
12 and for the wrongful and unlawful purpose and motivation of:  
13

14 1) obtaining control of the estate and trust assets, of the assets of Defendant,  
15 Pennypoke Farms, Ltd., of continuing residuals, media rights and access to  
16 Real and personal property which might be manipulated and used by them to  
17 their personal advantage(s); and/or to gain employment and financial opportune-  
18 ities and incentives,  
19

20 2) intentionally and/or negligently interfering with the prospective economic  
21 advantage of Plaintiff, (and with the named necessary Defendants, Alice Marchak  
22 and Jo Ann Corrales), with the intent to unlawfully keep them from being able to  
23 collaborate, and/or to publish, or proliferate or market their rights connected with  
24 their respective intellectual properties, jointly and/or severally  
25

26 8. Said course of conduct violates the Constitution of the State of California, in  
27

1 that it creates and unlawful prior restraint.

2 9. In or about the second week of September, Plaintiff received a letter from  
3 Defendant, David J. Seeley, in which he wrongly posed as an employee and agent  
4 of Defendant, Pennypoke Farms, Ltd. with the authority to restructure Plaintiff's  
5 salary, and to terminate her; and Plaintiff reasonably relied upon his representations  
6 in concluding that he was an authorized agent of Defendant, Pennypoke Farms, Ltd.  
7 with such authority. The true facts are that Defendant Seeley was not authorized to  
8 terminate the agent for service of process and Managing Director of Defendant,  
9 Pennypoke Farms, Inc., her employer, because a) he was not an employee thereof,  
10 b) he had not hired her, and had no right or power to fire her, c) his purported auth-  
11 ority arose out of a forged instrument, (attached hereto, marked Exhibit "A," and  
12 By this reference incorporated herein, as though set forth in full, and/or d) Plain-  
13 tiff's authority, stemming from her reasonable expectation of continued,  
14 permanent and long lasting employment, her understanding that the Defendant  
15 corporation had sufficient funds in the form of royalties and other benefits, whose  
16 monthly income stream was intended to continue past Decedent's death, oral  
17 reassurances from Marlon Brando while he was alive, and reasonable expectations  
18 of her ownership interest, were such that they exceeded the feigned authority insin-  
19 uated by Defendants. Despite the falsity of Defendant's assertions, Plaintiff be-  
20 lieved them to be true when she asserted her Petition regarding real property  
21 entitlements, and was unaware of, and did not know that she had a claim for wrong-  
22 ful termination and wrongful interference with her contract rights and prospective  
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1 economic advantage against Defendants, until just recently. Her belief was reas-  
2 onable, and based, in part, upon the amounts of monthly deposits she made into  
3 Pennypoke Farms, Ltd.'s bank account(s) while Marlon Brando was alive.

4 **FIRST CAUSE OF ACTION FOR WRONGFUL TERMINATION BY PLAIN-**  
5 **TIFF AGAINST ALL DEFENDANTS**

6 10. Plaintiff realleges paragraphs 1 to 9, and by this reference incorporates the  
7 same herein, as though set forth in full.

8 11. Defendants, Pennypoke Farms, Ltd. And David Seeley wrongfully terminated  
9 The long standing oral employment agreement Plaintiff had with Pennypoke Farms,  
10 Ltd. Said defendants had a duty to respect Plaintiff's reasonable expectation of long-  
11 term, permanent, and continued employment, and breached that duty. Plaintiff's car-  
12 ing and loving relationship with Marlon Brando included approximately 5 years of  
13 cohabitation; and prior to his death he had promised Plaintiff that Defendant, Penny-  
14 Poke Farms, Ltd., would retain sufficient assets to maintain her salary for many years  
15 after his death. He also told her that the Runnymede real property was free of any  
16 Mortgage so that it would be an alternative to salary, by providing her a place to live  
17 Free of a mortgage or rent, which was as good as a salary.  
18

19  
20 12. Instead of honoring Marlon Brando's promises, Defendants, and each of them,  
21 on, or about, September 8, 2004, less than 3 years from the filing of this complaint,  
22 breached said contract of employment and wrongfully terminated Plaintiff. A copy of  
23 the letter of reduction in employment benefits, and wrongful termination, dated Sept-  
24 ember 8, 2004 is attached hereto, marked Exhibit "B," and by this reference incorpor-  
25 ated herein.  
26

1 13. As a direct and proximate result of Defendant's wrongful termination, Plaintiff  
2 suffered damages including mental anguish and distress, the full extent of which is not  
3 yet ascertained. Plaintiff will amend this complaint when the same have been fully as-  
4 certained.

5 **SECOND CAUSE OF ACTION FOR BREACH OF WRITTEN EMPLOY-**  
6 **MENT AGREEMENT BY PLAINTIFF AGAINST PENNYPOKE FARMS,**  
7 **INC.**

8 14. Plaintiff realleges Paragraphs 1 to 13 hereof, and by this reference, incorp-  
9 orates the same herein, as though set forth in full.

10 15. Plaintiff is informed and believes that she has a written employment agree-  
11 ment with Defendant, Pennypoke Farms, Inc., and that agreement is in the possession  
12 of Defendants, and/or necessary Defendant, Jo Ann Corrales, Inc. which was breached  
13 by Defendants, not including the necessary defendants, Alice Marchak and Jo Ann  
14 Corrales, on or about September 8, 2004. Plaintiff is informed and believes that  
15 the original and/or copies of said written employment agreement is in the possession,  
16 and under the custody and control of Defendants, and/or necessary Defendant, Jo Ann  
17 Corrales. Plaintiff does not have the original or a copy thereof, which is the reason  
18 it is not attached to this complaint.  
19

20 16. Defendant, Pennypoke Farms, Inc. and David Seeley, breached said written  
21 agreement with Plaintiff on or about September 8, 2004, and continuing thereafter,  
22 and as a direct and proximate result thereof, Plaintiff has sustained damages, and  
23 emotional distress and anguish, the full extent of which has not yet been ascer-  
24 tained. Plaintiff will amend this complaint when the full extent of her damages has  
25 been ascertained.  
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1 **THIRD CAUSE OF ACTION FOR FRAUD AND DECEIT, AND CONSPIR-**  
2 **ACY TO DEFRAUD, AND TO ESTABLISH UNCONSTITUTIONAL PRIOR**  
3 **RESTRAINTS ON PLAINTIFF'S RIGHT TO PUBLISH, AS PROTECTED**  
4 **BY THE CONSTITUTION OF THE STATE OF CALIFORNIA BY PLAINTIFF**  
5 **AGAINST ALL DEFENDANTS EXCEPT THE NECESSARY DEFENDANTS,**  
6 **ALICE MARCHAK AND JO ANNE CORRALES**

7 17. Plaintiff realleges Paragraphs 1 to 16 hereof, and by this reference, incorpor-  
8 ates the same herein, as though set forth in full.

9 18. Defendants, and each of them, jointly and severally, conspired to deceive and  
10 conceal from Plaintiff the fact that the Codicil to the will was not signed by Marlon  
11 Brando, and that the signature thereon is a forgery. Statements made to her to the  
12 effect that her benefits were being reduced and that she was being terminated, in  
13 writing, (Exhibit "B") and that authority to do so came from the Codicil to the  
14 Will of Marlon Brando (Exhibit "A") as well as contemporaneous telephone  
15 calls and messages from defendants, corroborating Exhibit "B," were false. Informa-  
16 tion concerning these writings (Exhibit "A" and "B") were deliberately concealed  
17 from Plaintiff, and the corroborating statements made to her, as well as said writings  
18 constituted deceit, as defined in Section 1710 of the Civil Code. Said corroborating  
19 statements involved a devious, willful, and malicious intent on the part of Defendants,  
20 except the necessary defendants, Alice Marchak and Jo Ann Corrales, deliberately  
21 designed to separate and alienate Plaintiff from others in Marlon Brando's close and  
22 extended family, friends, and business acquaintances, and to keep them from challen-  
23 ging the will or trust of Marlon Brando, in order to achieve self aggrandizement and  
24 Personal gain. Said statements were misrepresentations, and constituted a course of  
25 conduct, and deliberate campaign to alienate, ostracize, and otherwise get the heirs  
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1 and beneficiaries fighting amongst themselves, and to alienate Plaintiff, and to cut off  
2 and restrain her right to free speech and publication by establishing prior restraints, con-  
3 trary to the Constitution of the State of California. Plaintiff did not discover the forg-  
4 ery until on or about July 28, 2007..

5  
6 19. Plaintiff reasonably relied upon said written and oral representations to her det-  
7 riment, which directly and proximately resulted in damages, the full extent of which  
8 have not yet been determined; and she will amend this complaint when the same have  
9 been ascertained. At the time Defendants made representations related to their auth-  
10 ority to reduce her salary and other benefits and to terminate her services, Plaintiff  
11 believed them to be true, and was induced to, and did comply with their requests.

12  
13 **FOURTH CAUSE OF ACTION FOR AN ACCOUNTING BY PLAINTIFF**  
14 **AGAINST ALL DEFENDANTS**

15 20. Plaintiff realleges Paragraphs 1-19, and by this reference, incorporates the  
16 same herein, as though set forth in full.

17 21. Plaintiff, at all times relevant, was an employee of defendant, Pennypoke  
18 Farms, Ltd., and entitled to salary, and other benefits promised to her which  
19 said defendant, and the other Defendants, jointly and severally, denied her, and in-  
20 stead moved assets from the sale of real property owned by Defendant Penny-  
21 poke Farms, Inc. into funds under the control of the ensconced, but unauthorized  
22 executors and trustees of the Estate and Trust of Marlon Brando, and Plaintiff  
23 is entitled to an accounting of funds to which she is entitled, and to which she  
24 will be entitled as a result of Defendants' conduct, as alleged.

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26 **FIFTH CAUSE OF ACTION FOR CONSTRUCTIVE TRUST BY PLAINTIFF**  
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1 **AGAINST ALL DEFENDANTS EXCEPT NECESSARY DEFENDANTS,**  
2 **ALICE MARCHAK AND JO ANN CORRALES**

3 22. Plaintiff realleges Paragraphs 1 to 12 hereof, and by this reference, incorp-  
4 porates the same herein, as though set forth in full.

5 23. On or about September 8, 2004, and prior and thereafter, Defendants,  
6 with the exception of necessary defendants, Alice Marchak and Jo Anne Corrales,  
7 engaged in the conduct previously alleged. As a direct and proximate result of said  
8 Conduct, Defendants, and each of them, were able to strip the Defendant, Penny-  
9 Poke Farms, Ltd. of real and personal assets, and move them into the estate,  
10 The trust, or their own coffers, in breach of fiduciary duties, and/or duties of  
11 ordinary care. Said Defendants transferred title to real property, and took monies out  
12 of Defendant, Pennypoke Farms, Ltd.'s bank account(s) and took personal property  
13 That should have remained available to Plaintiff. Plaintiff did not receive the  
14 Consideration she expected, or was promised, arising out of her long term co-  
15 habitation with Marlon Brando, her caring and loving relationship with him,  
16 and her employment agreement with Defendant Pennypoke Farms, Ltd.

17  
18 24. After title was transferred to real estate, and monies taken from the account  
19 of Pennypoke Farms, Ltd., Defendants, and each of them, have received monies  
20 due Plaintiff on her employment agreement, and which she would otherwise have  
21 received from Defendant Pennypoke Farms, Inc.  
22  
23

24 **SIXTH CAUSE OF ACTION FOR INTENTIONAL INTERFERENCE**  
25 **WITH PLAINTIFF'S CONTRACTUAL RELATIONS WITH DEFENDANT**  
26 **PENNYPOKE FARMS, LTD, AGAINST ALL DEFENDANTS EXCEPT PENNY-**  
27 **POKE FARMS, LTD., AND EXCEPT NECESSARY DEFENDANTS, ALICE**  
28 **MARCHAK AND JO ANN CORRALES**

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25. Plaintiff realleges paragraphs 1 to 24 and incorporates the same herein by reference herein, as though set forth in full.

26. At all times mentioned herein, Defendants were aware that Plaintiff had an employment agreement with Pennypoke Farms, Ltd. wherein she reasonably expected continued and permanent employment.

27. Defendants intentionally interfered with this contractual relationship by, among other things, making misleading and false statements, specifically, as set forth in the letter attached hereto, Marked Exhibit "B" and by this reference, incorporated herein. The true facts were that Defendants did not have the authority to bind the estate because the Codicil was forged. Defendants' actions were willful, wanton, illegal, malicious, and done with conscious disregard for Plaintiff's known rights. The same applies to the Amendment to the Trust.

28. As a direct and proximate result of the wrongful conduct alleged herein, Plaintiff has been damaged in an amount which has not yet been fully ascertained. Plaintiff will amend this complaint when the same have been fully ascertained.

**SEVENTH CAUSE OF ACTION FOR NEGLIGENT INTERFERENCE WITH PLAINTIFF'S CONTRACTUAL RELATIONS WITH PENNYPOKE FARMS LTD., AGAINST ALL DEFENDANTS EXCEPT PENNYPOKE FARMS, LTD.**

29. Plaintiff realleges paragraphs 1 to 28 and incorporates the same herein, as though set forth in full.

30. Plaintiff had a prospective economic relationship as a long term employee of Pennybroke Farms, Inc., and Defendants, and each of them, knew, or should have

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1 known that their conduct would and did interfere with said relationship. Defendants,  
2 and each of them had fiduciary duties to the Plaintiff which they breached by con-  
3 cealing and falsely claiming that they had rights which they did not.

4 31. Defendants have actually interfered with and disrupted Plaintiff's relationship  
5 with Pennypoke Farms, Inc., and have, by their conduct kept her from collaborating  
6 with interested parties, among them, necessary Defendants, Alice Marchak and Jo  
7 Ann Corrales.  
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9  
10 **EIGHTH CAUSE OF ACTION FOR DECLARATORY RELIEF BY PLAINTIFF**  
11 **AGAINST ALL DEFENDANTS**

12 32. Plaintiff realleges all preceding paragraphs and incorporate the same herein as  
13 though set forth in full.

14 33. Plaintiff is an interested party in the attached codicil, marked Exhibit "B" to  
15 this complaint, in that if it was forged as alleged, it provides insufficient authority.

16 34. Plaintiff is an interested party to the Amendment to the Marlon Brando Trust,  
17 which also was forged, providing insufficient authority, marked Exhibit "C."

18 35. An actual controversy has arisen and now exists between Plaintiff and Defend-  
19 ants concerning their respective rights and duties pursuant to the Codicil, in that  
20 Plaintiff contends that if the Codicil is forged, Defendants did not have the author-  
21 ity or power to conduct themselves as alleged, and could not bind Plaintiff to any  
22 agreement or confidentiality clause therein. Defendants, on the other hand, contend  
23 that the codicil was validly executed and that they therefore were duly authorized  
24 and empowered to do the acts complained of by Plaintiff. Plaintiff also contends  
25 that her duties under a confidentiality agreement she executed with the Defendants  
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1 purporting to be acting on behalf of the Estate of Marlon Brando allows her to  
2 collaborate with others, including Alice Marchak and Jo Ann Corrales, named herein  
3 as necessary parties, to produce, be paid for helping to produce, documentaries,  
4 mini-series, books and biographies of the life of Marlon Brando; whereas Defendants  
5 contend that she cannot.  
6

7 36. Plaintiff desires judicial determinations of the respective rights and duties of  
8 Plaintiff and Defendants.  
9

10 37. Plaintiff realleges paragraphs 1 to 36, and by this reference incorporates  
11 the same herein, as though set forth in full.  
12

13 38. Such declarations are necessary and appropriate at this time in order that  
14 Plaintiff and Defendants may ascertain their rights and duties in connection with  
15 the Codicil and the Confidentiality Clause of her settlement and release with  
16 Defendants.  
17

18 39. Plaintiff desires a judicial determination of the respective rights and duties  
19 of Plaintiff and Defendants  
20

21 WHEREFORE, Plaintiff prays for judgment as follows:

- 22 1. For a judicial determination of the respective rights and duties of the  
23 parties to this suit under exhibits "A" and "B."
- 24 2. For actual damages according to proof together with interest thereon.
- 25 3. For exemplary and punitive damages according to proof.
- 26 4. For an order permanently enjoining and restraining defendants and any  
27

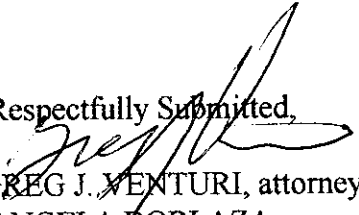
1 of their agents, servants, employees, attorneys, or representatives from acting  
2 on behalf of Defendant Pennypoke Farms, Ltd. or the Estate or Trust of  
3 Marlon Brando, reinstating Plaintiff as the Managing Director of Defendant,  
4 Pennypoke Farms, Ltd., and an immediate return of all assets taken therefrom  
5 by Defendants.

6 5. For costs of suit herein incurred, including attorneys fees.

7 6. For such other and further relief as the Court deems just and proper.

8 Dated: August 16, 2007

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10 Respectfully Submitted,

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12 GREG J. VENTURI, attorney for Plaintiff,  
13 ANGELA BORLAZA

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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-16-2007 BY 60322 UCBAW



State of California  
 Bill Jones  
 Secretary of State

STATEMENT BY DOMESTIC STOCK CORPORATION

Filing Fee \$20.00 - If Amendment, See Instructions

IMPORTANT - Read Instructions Before Completing This Form

1. CORPORATE NAME: (Do not alter if name is preprinted.)

Penny Poke Farms, Ltd.  
 C1063959

This Space For Filing Use Only

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
12900 Mulholland Drive	Beverly Hills, CA	90210
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	ZIP CODE
12900 Mulholland Drive	Beverly Hills, CA	CA90210
4. MAILING ADDRESS	CITY AND STATE	ZIP CODE
12900 Mulholland Drive	Beverly Hills, CA	90210

LIST THE NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS: (The corporation must have these three officers. The appropriate title for the officer may be added but do not alter or obliterate the form.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Marion Brando	12900 Mulholland Drive,	Beverly Hills, CA	90210
6. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
Marion Brando	12900 Mulholland Drive,	Beverly Hills, CA	90210
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Marion Brando	12900 Mulholland Drive,	Beverly Hills, CA	90210

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS: (The corporation must have one or more directors.)

9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Marion Brando	12900 Mulholland Drive,	Beverly Hills, CA	90210
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: None

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:

AN INDIVIDUAL RESIDING IN CALIFORNIA.  
 A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

AGENTS NAME: Angela Borlaza  
12900 Mulholland Drive, Beverly Hills, CA 90210

13. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY CA ZIP CODE

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

15. THIS STATEMENT IS TRUE, CORRECT AND COMPLETE.

TYPE OR PRINT NAME OF OFFICER OR AGENT SIGNATURE TITLE DATE  
 Approved by Secretary of State

EXHA

LIVENGOOD, CARTER, TIOSSEM, FITZGERALD & ALSKOG

LAW OFFICES

A LIMITED LIABILITY PARTNERSHIP

PHILIP L. CARTER, P.S.  
JAMES S. FITZGERALD  
DAVID A. ALSKOG  
TIMOTHY S. MCCREEDIE  
DAVID B. JOHNSTON  
JOHN J. WHITE, JR.  
DAVID J. SEELEY  
JAMES E. HURT  
KEVIN B. HANSEN

620 KIRKLAND WAY, SUITE 200  
POST OFFICE BOX 703  
KIRKLAND, WA 98033-0703  
PHONE: (425) 322-9281  
FAX: (425) 323-0908

GORDON A. LIVENGOOD  
ROBERT P. TIOSSEM, P.S.  
OF COUNSEL

e-mail: seeley@slaw.com

March 13, 2002

Sent Via Facsimile: (310) 273-5006  
Ms. Angela Borlaza

RE: Penny Poke Farms, LTD

Dear Angela:

It is important, for several different reasons, that we amend/update Penny Poke Farm's corporate information with the State of California.

The current registered mailing address for Penny Poke Farms is P.O. Box 3029, Danville, CA 94526 and Penny Poke Farm's current registered agent is Steve Wiesenthal. (Also, enclosed for your review are copies of the information that is currently registered with the State of California.) Obviously, both of these items of information should be corrected with the State of California.

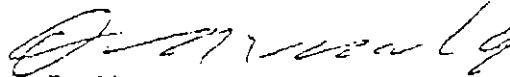
Therefore, I have enclosed for your review and use a document, which will allow Penny Poke Farms to update its address and agent for service of process. Please review the document and call me if you have any questions.

After you have signed the original, please send it, along with two additional copies, to the California Secretary of State, Statement of Officers, P.O. Box 944230, Sacramento, CA 94244-2300. You should also send a check in the amount of \$20.00 made out to the Secretary of State. (see the attached instructions if you have any questions). In addition, please provide them with a self-addressed stamped envelope so that they will return two conformed copies to you.

Thank you for your assistance.

Very truly yours,

LIVENGOOD, CARTER, TIOSSEM,  
FITZGERALD & ALSKOG, LLP

  
David J. Seeley

DJS:cb  
Enclosure

1000 / 2000 / 3000 / 4000 / 5000 / 6000 / 7000 / 8000 / 9000

LAW OFFICES  
LIVENGOOD, FITZGERALD & ALSKOG

A PROFESSIONAL LIMITED LIABILITY COMPANY

JAMES S. FITZGERALD\*  
DAVID A. ALSKOG  
DAVID B. JOHNSTON  
JOHN J. WHITE, JR.  
DAVID J. SEELEY +  
JAMES E. HURT  
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121 THIRD AVENUE  
POST OFFICE BOX 908  
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PHONE: (425) 822-9281  
FAX: (425) 828-0908  
E-Mail: [seeley@lclaw.com](mailto:seeley@lclaw.com)

\*ALSO ADMITTED IN OREGON  
+ALSO ADMITTED IN CALIFORNIA

PHILIP L. CARTER, P.S., OF COUNSEL  
ROBERT P. TOSSEM, RETIRED

GORDON A. LIVENGOOD (1921 - 2001)

September 8, 2004

VIA FEDERAL EXPRESS  
Angela Borlaza  
20410 Runnymede Street  
Winnetka, CA 91306

Sept. 13, 2004  
Spoke w/ Mike re  
issues / he instructed  
David Seeley to rewrite

Re: Several Outstanding Issues

Dear Angela:

The executors of Marlon's estate are very well aware of the services you have provided to Marlon over the last several years. Unfortunately, by failing to mention you in his estate planning documents, Marlon essentially limited the executors' discretion and ability to act on your behalf.

Therefore, in an effort to be as fair as possible in this very difficult situation, the executors of the estate believe that it is in everyone's best interest if several issues involving your current status are addressed to you in writing.

Although this letter sets forth several different options for you, please note that the executors are willing to listen to any alternative offers you are willing to present.

1. Employment Status

Unfortunately, there is simply not enough work at the Mulholland property to justify the expense of a full-time employee; therefore, the estate can no longer continue to employ you on a full-time basis in your normal capacity.

However, the estate does need a person to live at the Mulholland property until it can be sold. This person would act as a full-time caretaker of the property. (For your information, the estate anticipates that the property will be sold sometime within the next several months.)

On Sept. 13, 2004 — I spoke with Mike Meadway regarding this letter, he instructed David Seeley to rewrite the letter as he never approved the content of the letter.

EXH 1/2  
over

Angela Borlaza  
September 8, 2004  
Page 2

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The estate is willing to continue your employment at the property, in the new role of caretaker, if you are interested. The estate is willing to allow you to reside in the "studio" at no charge and, in addition, pay you a monthly caretaking salary of \$2,000. The estate is willing to employ you in this position until at least October 31, 2004. After this date, the position will continue on a monthly basis until the property is sold or until the executors decide otherwise.

The estate would agree to provide you with as much advanced notice as possible, but in any event guarantee a one-month notice of termination of this position. A termination of this position would also include moving out of the property.

If you decide to accept this new position, the estate would expect you to move into the "studio" shortly after Madame Tarita moves out and returns to Tahiti. The estate would also require that you remove all of your personal belongings from the main house and office by the time of your move into the "studio."

Your duties and responsibilities as a caretaker would include living at the property on a full-time basis and making sure that the property is secure at all times. (Please be advised that your children can reside with you in the studio, but at no time can your children remain on the property without your direct supervision.) Although this position would require you to live at Mulholland on a fulltime basis it would not prohibit you from obtaining a new job.

Additionally, if you decide to accept this new position, the estate would like to continue to employ you for additional services on an hourly basis. The estate is willing to pay you \$24 an hour (please note that this hourly rate is roughly equivalent to an hourly rate based upon your old yearly rate) to work on specific assignments or projects as directed by the executors. The estate would require that you keep a timesheet of the hours worked, along with a description of the work completed.

If you decide not to accept this new position, the estate requests that you completely move out of the Mulholland property by September 30, 2004.

## 2. Runnymede Home

It is the estate's current understanding that members of your family continue to reside at the Runnymede home.

In order to meet future obligations, the estate must sell this home in the near future. In the interim, the estate is willing to allow you and/or your family to remain living in the home

11/15/04 11:00 AM

Angela Borlaza  
September 8, 2004  
Page 3

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until it is sold on a month-to-month basis. The estate is willing to enter into a month-to-month rental agreement with you at a reasonable rental rate of \$2,500 a month. In addition, you would be required to pay all utility bills for the period you reside at the home. The estate would agree to provide you with a month's notice of termination of the rental agreement.

If you decide not to accept this offer to remain in the home as a renter, the estate requires that you and/or your family move out of the home by September 30, 2004.

The estate is also willing to sell you the home at fair market value if you are interested in purchasing the home.

3. 1992 Lexus

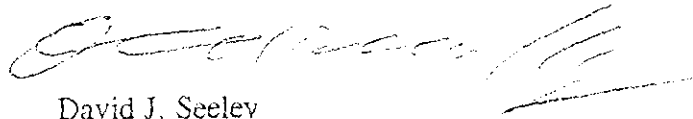
The estate is aware that you are currently using Marlon's 1992 Lexus on a regular basis. As you know, this car belongs to the estate. However, the estate is willing to sell this vehicle to you for wholesale blue book in the amount of \$5,000.

Please let us know as soon as possible if you wish to purchase this vehicle at this price. If you decide not to purchase this vehicle, you are directed to immediately stop using it in the future and return the car keys to the Mulholland property.

After you have had a chance to review this letter, please let me know as soon as possible how you wish to proceed. Please let me know if you have any questions regarding the contents of this letter.

Very truly yours,

LIVENGOOD, FITZGERALD  
& ALSKOG, PLLC



David J. Seeley

DJS/maf

cc: Mr. Mike Medavoy  
Mr. Larry Dressler  
Mrs. Avra Douglas

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10/15/04 10:00 AM

WILL  
OF  
MARLON BRANDO

I, MARLON BRANDO, a resident of Los Angeles County, California, declare that this is my will. I hereby revoke all wills and codicils previously made by me.

ARTICLE I  
DECLARATIONS CONCERNING FAMILY

I am not married. I have the following ten (10) children who are now living:

Christian Brando, born May 11, 1958  
Miko Brando, born February 26, 1961  
Teihotu Brando, born May 30, 1963  
Rebecca Brando Kotlitzky, born June 17, 1966  
Petra Brando-Corval, born January 14, 1972  
Maimiti Brando, born April 19, 1976  
Raiatua Brando, born April 1, 1981  
Nina Priscilla Brando, born May 13, 1989  
Myles Jonathan Brando, born January 16, 1992  
Timothy Gahan Brando, born January 6, 1994

I acknowledge that I have one (1) deceased child, Cheyenne Brando, born February 20, 1971, and one adopted daughter, Petra Brando-Corval. I intentionally and with full knowledge of the consequences do not provide in my will or in my Living Trust for Cheyenne's issue or for Petra Brando-Corval, or for any of Petra's issue. All provisions of my will shall be interpreted as though Petra had predeceased me without issue.

All references in this will to "my children," or any similar term, refer to not only my children named above, but also to any child or children hereafter born to or adopted by me. For all purposes under this will, adoption shall be deemed the equivalent of a blood relationship.

ARTICLE 2  
GUARDIANS OF MY CHILDREN

2.1 Guardians of My Children

As of the date of this will, three of my children, Nina Priscilla Brando, Myles Jonathan Brando and Timothy Gahan Brando, are minors. The mother of these children is Maria Christina Ruiz. If any such child is a minor at my death, then I nominate Maria Christina Ruiz to serve as his or her guardian.

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-1-

  
Initials

## 2.2 Authorization of Parental Authority

I give the guardian of the person of my child the same authority over the person of my child as a parent having legal custody of a child and authorize the guardian to exercise the power without the need for notice, hearing, court authorization, instructions, approval, or confirmation in the same manner as if the authority were exercised by a parent having legal custody of a child. I request that no additional bond be required because of the grant of these independent powers.

## ARTICLE 3 POUR OVER PROVISIONS

### 3.1 Benefits for Alice Marchak and Blanche Hall

In my Living Trust I have provided that certain monthly payments shall be made to Alice Marchak and Blanche Hall from the assets of the trust. I expect and direct that to the extent such payments cannot be made from my Living Trust, the same shall be made by my Executor from the assets of my estate.

### 3.2 Residue of Probate Estate Pours Over Into Trust

I give the residue of my estate to the trustee of my Living Trust, to be added to, administered and distributed as part of such Trust according to its terms, including any amendments made to it before my death. To the extent permitted by law, it is not my intent to create a separate trust by this gift or to subject my Living Trust or the property added to it by this gift to the jurisdiction of the probate court, except to the extent provided for in my Living Trust or in California Probate Code Section 17200.

### 3.3 Savings Clause When Pour-Over Is Invalid

If the disposition in paragraph 3.2 above is inoperative or is invalid for any reason, or if my Living Trust fails or has been revoked, then I incorporate by reference the terms of my Living Trust as it exists on the date of this will, and I give the residue of my estate to the trustee named in that trust as trustee, to be held, administered and distributed as provided in the trust instrument incorporated in this will.

## ARTICLE 4 NOMINATION OF EXECUTOR AND POWERS

### 4.1 Designation of Executor

I nominate the persons listed below, in the order and priority indicated, as executor and alternate or successor executor of my will:

First: JoAn Corrales

Second: Alice Marchak

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-2-

  
Initials

A successor appointee named above shall act only if the immediate predecessor fails to qualify or ceases to act. In the event there is no nominated successor or alternate executor who is willing or able to serve, JoAn, or if she is unable or unwilling to act, Alice, shall have the power to name a successor executor in writing, which writing shall be filed with the court. The phrase "my executor" as used in this will shall refer to and include any personal representative of my estate.

#### 4.2 Independent Administration of Estates Act Applicable

My executor may administer my estate under the California Independent Administration of Estates Act (Probate Code sections 10400-10600).

#### 4.3 Retention of Property

My executor may retain any asset of my estate (including unproductive, speculative, or fluctuating assets) for as long as the executor considers proper. My executor shall not be liable for any resulting losses unless the executor acts in bad faith, is grossly negligent or engages in willful misconduct.

#### 4.4 Unlimited Power of Sale

My executor may sell, with or without notice, by either public or private sale, for cash or terms, any property of my estate that my executor considers necessary for the proper administration and distribution of my estate.

#### 4.5 Power to Lease

My executor may lease all or any part of the real or personal property of my estate on terms that my executor considers proper.

#### 4.6 Power to Distribute Property

In distributing my estate or in selecting the property to be distributed in satisfaction of any bequest provided by this will, my executor shall have absolute discretion to determine which property of my estate shall be allocated to the shares, parts, or bequests to be distributed.

#### 4.7 Power to Pay Bequests for Benefit of Minors or Incompetents

If at the date of distribution of any property from my estate, the beneficiary of the property under my will is a minor, or under any other legal disability, or unable, in the executor's opinion, to administer the property properly by reason of mental or physical illness or disability, the executor is empowered to distribute the property, in the executor's sole discretion, to any one or more of the following persons for the benefit of the beneficiary: (a) a legally appointed guardian or conservator of the estate of the beneficiary; or (b) if the beneficiary is a minor, his or her parent or custodian under the California Uniform Transfers To Minors Act, provided that if no custodian is then in existence, the executor is empowered to designate a

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-3-

  
Initials

custodian for this purpose from among those persons qualified to serve. I authorize the executor to accept the receipt of any distributee in full satisfaction and discharge of the distribution of such property.

My executor may purchase, or exchange assets for, assets of my estate or any fractional interests in it for adequate consideration.

#### ARTICLE 5 PAYMENT OF DEATH TAXES FROM LIVING TRUST

My executor shall pay all death taxes from the assets of my estate; provided, however, that if such assets are inadequate, or if my executor believes it would be appropriate to place the assets of my estate in the hands of the trustee of my Living Trust before such taxes are paid, then my executor shall request a distribution from the trustee of the trust to satisfy such obligation, all as provided for in my Living Trust. "Death taxes" includes all estate and inheritance taxes, generation-skipping transfer taxes, Internal Revenue Code section 2032A recapture taxes, and taxes attributable to excess retirement accumulations, if applicable, and interest and penalties on such taxes. Those terms are incorporated in this paragraph by reference.

#### ARTICLE 6 OTHER PROVISIONS

##### 6.1 Disinheritance of Omitted Heirs

Except as otherwise provided in this will, I have intentionally and with full knowledge omitted to provide for my heirs.

##### 6.2 No-Contest Clause

If any beneficiary under my will in any manner, directly or indirectly, contests my will or any of its provisions in any legal proceeding that is designed to thwart my wishes as expressed in my will, any share or interest in my estate given to that contesting beneficiary under my will is revoked and shall be disposed of under the terms of my will as if that contesting beneficiary had predeceased me without issue.

##### 6.3 Gender and Number

Except when the context in this will requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and neuter when referring to executors, trustees, guardians, or custodians.

##### 6.4 Definition of "Issue," "Child," "Children" (Includes Those Born Out of Wedlock)

The terms "issue," "child," and "children" include a person born out of wedlock if a parent-child relationship, as defined under the California Uniform Parentage Act, exists between:


  
Initials

this person and one through whom this person claims benefits under this will. These terms do not include persons who are adults at the time of adoption.

6.5 Severability Clause

If any provision of this will is unenforceable, the remaining provisions shall remain in full effect.

Signed on August 25, 2002, at Severville, California.

  
\_\_\_\_\_  
MARLON BRANDO

ATTESTATION CLAUSE

On the date written below, the testator, MARLON BRANDO, declared to us that this instrument was his will and asked us to witness it. The testator then signed this will in our presence, all of us being present at the same time. At the testator's request, in the testator's presence, and in the presence of one another, we subscribe our names as witnesses.

We believe that the testator is over age 18, is of sound mind, and is under no constraint or undue influence.

Joseph Brutsmán  
[Signature of Witness]

Joan A. Petrone  
[Signature of Witness]

We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on August 23, 2002, at Los Angeles, California.

Joseph Brutsmán  
[Signature of Witness]

Joan A. Petrone  
[Signature of Witness]

Name and Address:

Name and Address:

JOSEPH BRUTSMAN  
[Print Name]

JOAN A. PETRONE  
[Print Name]

7219 ROSEWOOD AVE.  
[Address]

9031 Wonderland Ave.  
[Address]

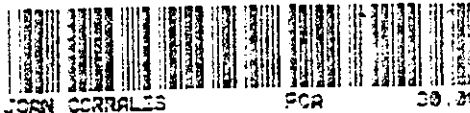
L. A. CA 90036  
[City, State, ZIP Code]

Hollywood, Ca 90016  
[City, State, ZIP Code]

WILL AND TESTAMENT 1999-8-771

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES



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Page: 12 of 12

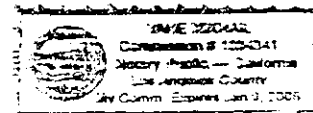
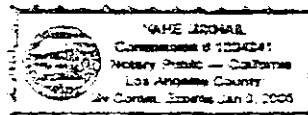
28/13/2004 03:07P

San Diego County

On August 28<sup>th</sup>, 2002, before me, Yake Mikhail, personally appeared MARLON BRANDO, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Yake Mikhail, A Notary Public  
Notary Public in and for said State



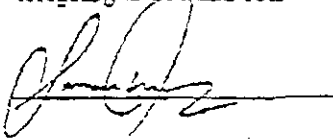
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Yake Mikhail  
Initials



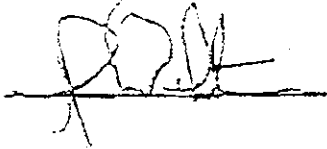
Executed on JUNE 18, 2004, at Los Angeles, California.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Residing at

2232 S. DUNSMuir Ave  
Los Angeles, CA 90016



Residing at

10532 Van Nuys Ave  
Los Angeles, CA 91424

(letterhead of Penny Poke Farms Inc.)

This is to confirm the appointment of Angela Borlaza as Managing Director of Penny Poke Farms, Inc., for a one year term from date hereof, or until her successor is appointed, whichever is later.

The Managing Director shall have all of the powers of management of the affairs of the company, including the power to hire and fire, retain counsel and other outside professionals, buy, sell, lease or rent real property, manage the corporate accounts, and to represent the company vis-à-vis third parties, and to delegate power to act in her stead.

Dated at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_  
2002.

Penny Poke Farms, Inc.

\_\_\_\_\_  
Marlon Brando  
President and sole shareholder



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
GREG J. VENTURI 37313 (310) 828-4000  
Attorney-at-Law  
1533 1/2 Centinela Ave. Fax  
Santa Monica, CA 90404 TEL: (310) 821-0960

FILED  
LOS ANGELES SUPERIOR COURT

AUG 28 2007

JOHN A. CLARKE, CLERK  
BY EDUARDO GHANES, DEPUTY

ATTORNEY FOR (Name): Angela Borlaza  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS Angeles  
STREET ADDRESS: 111 S. Hill St.  
MAILING ADDRESS: Los Angeles, CA 90012  
CITY AND ZIP CODE: Central District  
BRANCH NAME:

CASE NAME:  
Borlaza v. Pennypoke Farms, Ltd. et al

CASE NUMBER:  
BC376700

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 1811)

JUDGE:  
DEPT:

Items 1-5 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)
- 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 1800-1812)

- 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 1800 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. Type of remedies sought (check all that apply):

- a.  monetary
- b.  nonmonetary; declaratory or injunctive relief
- c.  punitive

4. Number of causes of action (specify):

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: Aug. 24, 2007

GREG J. VENTURI  
(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 201.8.) 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 1800 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 complex case, this cover sheet will be used for statistical purposes only.

SHORT TITLE: <i>Borzala v Pennington</i>	CASE NUMBER <b>BC376700</b>
---	--------------------------------

**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 6 1/2  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)**

- Class Actions must be filed in the Stanley Mosk Courthouse, Central District.
- May be filed in Central (Other county, or no Bodily Injury/Property Damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- 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	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	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	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.	
<b>Non-Personal Injury/Property</b>	Business Tort (07)	<input checked="" 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.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

SHORT TITLE:	CASE NUMBER
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Employment

<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
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.

Contract

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 checked="" type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input checked="" 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.

Real Property

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.

Judicial Review Unlawful Detainer

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:	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

SHORT TITLE: <i>Borzoni vs [unclear]</i>	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS: <i>10390 Santa Monica Blvd #300 LA, CA 90024</i>
<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.			
CITY: <i>Los Angeles</i>	STATE: <i>CA</i>	ZIP CODE: <i>90024</i>	

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

Dated: *8/28/07*

*[Signature]*  
\_\_\_\_\_  
(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 LASC Approved CIV 109 (Rev. 01/07).
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.