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9 Larry Birkhead

Case assigned to Judge Mary Ann Murphy

FILED
LOS ANGELES SUPERIOR COURT
JUN 01 2007
JOHN A. CLARKE, CLERK
Am Lewis
BY B.M. SWAIN; DEPUTY

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 Larry Birkhead an individual,)
12)
13 Plaintiff,)
14)
15 v.)
16)
17 Debra Opri, an individual,)
18 Opri & Associates, a)
19 professional law corporation,)
20 and DOES 1 through 50,)
21 inclusive,)
22)
23 Defendants.)
24)
25)
26)
27)
28)

CASE NO. BC372018
COMPLAINT FOR:
1. BREACH OF FIDUCIARY DUTY
2. CONVERSION
3. FRAUD
4. LEGAL MALPRACTICE
5. DECLARATORY RELIEF
6. CONSTRUCTIVE TRUST

For his Complaint in this action, PLAINTIFF LARRY BIRKHEAD alleges the following:

- 1. Plaintiff is currently, and at all times relevant here, been, an individual residing in the City of Los County of Los Angeles, State of California.
- 2. Defendant DEBRA OPRI is an attorney conducting business in Los Angeles, California. Defendant, Opri & Associates

COMPLAINT

5/15/07

011/CASE: KOST7518 LEA/REF#;
RECEIVED #: C01121202020
DATE PAID: 06/01/07 01:54:19 PM
PAYMENT: \$320.00
RECEIVED;
CHECK: 320.00
CASH;
CHARGE;
CARD;

1 professional law corporation, is a law firm doing business in
2 Los Angeles and the State of California, and duly
3 incorporated as such in the State of California. At all
4 relevant times, both Defendants were the attorneys for
5 Plaintiff.

- 6 3. Plaintiff is ignorant of the true names and capacities of
7 defendants sued herein as DOES 1 through 50, inclusive, and
8 therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege their true
10 names and capacities when the same have been ascertained.
11 Plaintiff is informed and believes, and upon such information
12 and belief alleges that each of the fictitiously named
13 defendants is responsible in some manner for the damages to
14 Plaintiff as alleged herein.

15 **FACTUAL ALLEGATIONS**

- 16 3. In September of 2006, Plaintiff was involved in a highly
17 publicized controversy over the paternity of a minor child.
18 Initially, Plaintiff did not have an attorney, although he
19 received numerous calls from attorneys and was made various
20 offers for legal representation.
- 21 4. Later in September of 2006, Plaintiff had received a
22 telephone call from a reporter who worked for MSNBC. This
23 reporter informed Plaintiff that she was familiar with an
24 attorney who wanted to represent Plaintiff in his paternity
25 dispute, and further that the attorney was willing to
26 represent Plaintiff for free.
- 27 5. Several minutes after the phone conversation with the MSNBC
28 reporter concluded, Plaintiff's phone rang. An individual
identified herself to Plaintiff as Debra Opri [hereafter,

1 Defendant Debra Opri shall be referred to simply as
2 "Opri"], and that she was calling Plaintiff at the request
3 of the MSNBC reporter.

4 6. Opri told Plaintiff in this initial telephone conversation
5 that she was a believer in father's rights, that Opri was
6 aware that Plaintiff had very limited financial means, that
7 Opri wanted to represent Plaintiff, and that Opri would not
8 charge Plaintiff any fees because the publicity from her
9 representation of Plaintiff would greatly benefit Opri's
10 legal career.

11 7. Opri also told Plaintiff that he would have her cell
12 number, that he would receive personal attention. Opri also
13 told Plaintiff that it was urgent for him to travel to Los
14 Angeles immediately, so that his legal rights in the
15 paternity dispute could be properly protected through
16 Opri's legal representation of Plaintiff.

17 8. At the urging of Opri, Plaintiff cut his New York trip
18 short and flew to Los Angeles to meet with Opri. At the
19 initial meeting, Opri told Plaintiff that she was a
20 specialist in family law, and that she had litigated
21 hundreds of family law cases.

22 9. Opri, over a period of two days, presented Plaintiff with
23 various documents to sign, including several legal fee
24 agreements. Opri made various statements to Plaintiff and
25 was able to secure his signatures on two legal fee
26 agreements; the first dated September 29, 2006 and the
27 second dated September 30, 2006. The legal fee agreement
28 most recent in time; i.e.; dated September 30, 2006, is
attached hereto and labeled Exhibit "A". Subsequent to

1 September 30, 2006, Opri obtained Plaintiff's signature on
2 a document entitled "Media Agreement With Assignment"
3 [hereafter referred to as "Media Agreement"], which said
4 document contained a provision reinforcing the above-
5 referenced legal fee agreement [the one dated September 30,
6 2006]. A copy of the Media Agreement is attached hereto as
7 Exhibit "B".

8 10. Subsequent to Plaintiff's retention of Opri, an interview
9 was arranged to take place in a studio; all arranged by
10 Opri. Plaintiff was surprised to learn when the interview
11 began that he was being questioned via a remote feed from
12 New York. The interview was being conducted by the same
13 former MSNBC reporter who had introduced Plaintiff to Opri
14 and recommended that he hire her.

15 11. Plaintiff was shocked during the interview when the former
16 MSNBC reporter seemed to be asking questions which
17 contained information from documents which Plaintiff knew
18 were confidential. After the interview concluded, Plaintiff
19 inquired of Opri regarding the reporter's knowledge of this
20 confidential information. Opri informed Plaintiff that she
21 had supplied the reporter with confidential information as
22 a "pay back" for the client referral. Opri also informed
23 Plaintiff that she and the reporter had become good friends
24 during the course of the Michael Jackson criminal trial.

25 12. Opri began making a deluge of media appearances, some of
26 which Opri made disparaging comments regarding the mother
27 of Plaintiff's child. Plaintiff instructed Opri not to make
28 these disparaging comments to the medial, and further asked

1 that Opri refrain from making any further public
2 appearances in connection with his paternity dispute
3 without his prior consent. During this time period, Opri
4 informed Plaintiff that she had an agent attempting to
5 obtain a television show for her. Despite repeated requests
6 by Plaintiff, Opri continued to make public appearances and
7 statements regarding the paternity dispute.

8 13. Several months after Plaintiff's retention of Opri,
9 Plaintiff was informed by Opri that her associate Alex was
10 going to quit working for her because she could not afford
11 to pay him and that she needed money from Plaintiff. After
12 several conversations, and still without ever having
13 received any sort of statement, Plaintiff tendered
14 \$20,000.00 to Opri for what Opri told Plaintiff were
15 "costs" associated with the paternity litigation. Plaintiff
16 was told by Opri that he would not have to pay any more
17 money.

18 14. After the death of the mother [she will be referred to
19 hereinafter as "Anna"] of Plaintiff's child, funeral
20 arrangements were ultimately made for Anna to be buried in
21 the Bahamas. Plaintiff wanted to ensure that Anna be
22 afforded ultimate respect and decorum and specifically
23 instructed Opri not to attend Anna's funeral.

24 15. Despite Plaintiff's request, Opri attended Anna's funeral
25 and insisted on speaking with Plaintiff about business
26 matters.
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- 1 16. Subsequently, Opri requested that Plaintiff sign papers for
2 a project [hereafter referred to as the "project"] with a
3 third party business entity. Based upon information and
4 belief, Plaintiff contends that Plaintiff was to receive
5 compensation in connection with the project in an amount of
6 no less than \$1,050,000.00.
- 7 17. Based upon information and belief, Plaintiff contends that
8 at least \$865,000.00 in compensation from the project was
9 deposited into Opri's attorney client trust account, and/or
10 other accounts of Opri's.
- 11 18. Plaintiff never gave Opri consent to deposit any of the
12 moneys from the project into her accounts, and in fact,
13 Plaintiff specifically advised Opri that she was not
14 authorized to take control or possession of any of the
15 funds paid by the third party business entity in connection
16 with the project. Plaintiff informed Opri that the funds
17 were to be given directly to him.
- 18 19. Despite Plaintiff's protestations and directives, the money
19 from the project, which Plaintiff believes was at least
20 \$865,000.00, was ultimately routed through Opri's agent,
21 into accounts controlled by Opri, including but not
22 necessarily limited to her attorney client trust account.
- 23 20. Upon learning that his compensation from the project had
24 been deposited into Opri's bank account, Plaintiff demanded
25 that Opri turn the entirety of his money over to him.
26 Despite his demand, Opri only turned over \$200,000.00 to
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1 Plaintiff, and wrongfully retained possession and control
2 of the balance of the funds from the project, which, based
3 upon information and belief, Plaintiff asserts is at least
4 \$665,000.00.

5 21. Plaintiff had made multiple demands that Opri turn over to
6 him, the funds and compensation which are the property of
7 Plaintiff and which are and have been wrongfully withheld
8 by Opri. To date, Opri had ignored Plaintiff's demands.

9 22. After Opri refused to turn over the money which belonged to
10 Plaintiff and which Opri was wrongfully withholding,
11 Plaintiff terminated Opri as his attorney. Opri was
12 terminated by Plaintiff prior to DNA tests being ordered by
13 the Bahamian court in connection with the paternity
14 dispute. Opri, in an effort to cast her former client in a
15 bad public light, falsely informed the media that she had
16 terminated the attorney client relationship with Plaintiff.
17 In further derogation of her fiduciary obligations to
18 Plaintiff, Opri publicly made false statements to the media
19 that she had ended the professional relationship with
20 Plaintiff because he had engaged in unethical conduct.

21 23. Based upon information and belief, Plaintiff contends that
22 Opri, without his consent or advance knowledge started a
23 "save the Dannielynn Fund" [hereafter referred to as the
24 "fund"], whereby Opri solicited funds and donations from
25 the public to pay for Plaintiff's legal bills.

26 24. Once Plaintiff learned of the existence of the fund, he
27
28

1 instructed Opri to shut the fund down and not to solicit or
2 accept donations for Plaintiff's legal fees.

3 25. Based upon information and belief, Plaintiff alleges that
4 Opri collected moneys on behalf of the fund, and that
5 numerous checks were made payable to the order of
6 Plaintiff.

7 26. Plaintiff never endorsed any checks made payable as a
8 result of Opri's effort in establishing the fund. Based
9 upon information and belief, Plaintiff alleges that Opri,
10 without the consent of Plaintiff, received money as the
11 result of her public solicitation, that some of the checks
12 were made payable to Plaintiff, and that all said checks
13 were endorsed by Opri and deposited into bank accounts
14 controlled by Opri. Based upon information and belief,
15 Plaintiff alleges that if Opri endorsed any of the
16 aforesaid checks, that any said endorsements which contain
17 or bear the purported signature of Plaintiff, were forged
18 by Opri or her agents.

19 27. After Plaintiff returned from the Bahamas, he received a
20 package via Federal Express, which contained a 112 page
21 billing statement from Opri, which indicated that Plaintiff
22 owed Opri \$620,492.84 for legal services rendered, and
23 demanding payment from Plaintiff.

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1 FIRST CAUSE OF ACTION
2 FOR
3 BREACH OF FIDUCIARY DUTY

(Against all Defendants)

4 28. Plaintiff hereby incorporates by reference each and every
5 allegation set forth in Paragraphs 1 through 27 as if fully
6 set forth herein.

7 29. When Opri was retained by Plaintiff, and furthermore when
8 Opri received the \$885,000.00 in funds due as compensation
9 to Plaintiff as a result of the project and then when Opri
10 deposited those funds into her client trust account and/or
11 other accounts, she was and she became a fiduciary of
12 Plaintiff in connection with those funds and in connection
13 with her legal representation of Plaintiff. When the funds
14 were deposited into Opri's Trust Account and/or other
15 accounts they were the property of Plaintiff. When she
16 accepted the unilaterally and self-imposed responsibility
17 of holding the \$885,000.00 for the benefit of Plaintiff,
18 Opri accepted and assumed the role of a fiduciary acting
19 for the benefit of and to protect the financial interests
20 of Plaintiff. When Opri refused to turn the funds over to
21 Plaintiff at his request and demand, Opri further breached
22 her fiduciary obligations to Plaintiff. The above-
23 referenced funds were not part of any settlement in
24 connection with Opri's legal representation of Plaintiff,
25 and thus she had no legal right to retain any portion of
26 said funds in her attorney client trust account.

- 1 30. Opri breached her fiduciary duty to Plaintiff each and
2 every time she failed to abide by his instructions
3 regarding the disposition of the above-referenced
4 \$885,000.00.
- 5 31. As a direct and proximate result of the breach of fiduciary
6 duty alleged herein, Plaintiff has suffered and continues
7 to suffer damage, in an amount to be proven at trial but
8 believed to be at least the sum of six hundred sixty five
9 thousand dollars(\$665,000) in addition to the damages
10 Plaintiff has suffered as the result of the loss of use
11 of these funds.
- 12 32. Opri made comments to the media in connection with her
13 representation of Plaintiff which contained confidential
14 information imparted by Plaintiff to Opri which was
15 disseminated to the public without the consent of
16 Plaintiff and directly contrary to his directives to Opri.
- 17 33. Opri had a desire to promote her career and earning
18 potential by obtaining publicity in connection with her
19 legal representation of Plaintiff in his paternity dispute.
20 Opri placed her own career desires and needs as a priority
21 over the needs, interests and desires of her own client;
22 i.e.; the Plaintiff herein, by obtaining publicity for
23 herself and Plaintiff in direct contravention to the
24 directives given to Opri by Plaintiff.
- 25 34. Opri incurred expenses and charged these expenses to
26 Plaintiff, without his consent; said expenses including
27
28

1 dinners for friends and associates of Opri which cost
2 thousands of dollars, travel expenses, entertainment
3 expenses for Opri, her friends and family, and other
4 expenses, all in an amount to be proven at the time of
5 trial. These expenses were for the personal aggrandizement
6 of Opri, and were not incurred with the consent of, or for
7 the benefit of Plaintiff.
8

9 35. At all times described herein, defendants acted with
10 malice, oppression and fraud with the intent to injure
11 Plaintiff and deprive Plaintiff of property which he is
12 otherwise entitled, thereby entitling Plaintiff to an award
13 of punitive and exemplary damages.

14 36. Plaintiff further seeks prejudgment interest on all sums
15 due and owing to Plaintiff from defendants from the date
16 of loss through the date of judgment, and post-judgment
17 interest until paid.

18 SECOND CAUSE OF ACTION
19 FOR
20 CONVERSION

21 (Against all Defendants)

22 37. Plaintiff incorporates the allegations in paragraphs 1
23 through 36. herein as if fully set forth herein.

24 38. When Opri received the \$885,000 funds due as compensation
25 to Plaintiff in connection with the project, and
26 deposited those funds into the client trust account, and/or
27 other accounts, she was, and continued to be a fiduciary of
28 Plaintiff in connection with those funds. When the funds
were deposited into the Client Trust Account and/or other
accounts they were and remained the sole and exclusive
property of Plaintiff.

1 39. Defendant intentionally and wrongfully failed to pay the
2 sum of \$885,000 to Plaintiff at the time of his demands or
3 at any time thereafter, despite Plaintiff's repeated
4 demand for payment. When Opri was instructed by
5 Plaintiff to remit said funds to Plaintiff, she breached
6 her fiduciary duties owed to Plaintiff by failing to remit
7 said funds to Plaintiff. Opri had no legal right to retain
8 possession of these funds as they were the taxable
9 compensation of Plaintiff from the third party business
10 entity and not part of any legal dispute settlement which
11 might theoretically be subject to any sort of lien.

12 40. Defendant's wrongful refusal to pay the sum of \$885,000 to
13 Plaintiff on each of these occasions constitutes an
14 unlawful conversion of Plaintiff's property.

15 41. As a direct and proximate result of the wrongful conversion
16 alleged herein, Plaintiff is entitled to recover the value
17 of the property at the time of the conversion, or \$885,000
18 plus interest thereon from the date of the conversion until
19 such sum is recovered.

20 42. As a direct and proximate result of the wrongful conversion
21 alleged herein, Plaintiff is entitled to recover a fair
22 compensation for the time and money properly expended in
23 pursuit of the property.

24
25 43. Defendant's motive, intent and purpose in refusing to
26 transfer the funds to Plaintiff when they became due and
27 owing was wrongful thereby justifying an award of exemplary
28 and punitive damages against Opri.

THIRD CAUSE OF ACTION
FRAUD
(AGAINST DEFENDANT OPRI)

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4 44. Plaintiff incorporates the allegations in paragraphs 1
5 through 43 herein as if fully set forth herein.
6
7 45. When Plaintiff first met with Opri in September of 2006,
8 Opri informed Plaintiff that she was a specialist in
9 California family law, that she had litigated hundreds of
10 family law cases, and that she would represent Plaintiff's
11 legal interests in his paternity dispute free of charge for
12 legal services.
13
14 46. Plaintiff believed these representations of Opri and her
15 qualifications to be true at the time he heard them from
16 Opri.
17
18 47. Opri made these statements to Plaintiff with the intent
19 that he would rely upon the accuracy of the statements, and
20 that Plaintiff's belief in these statements as true, would
21 cause Plaintiff to retain the legal services of Opri.
22
23 48. Plaintiff in fact believed the statements of Opri to be
24 true when she stated them to him, and in reliance upon the
25 accuracy of these statements regarding Opri's expertise,
26 Plaintiff retained Opri to be his attorney to assist him in
27 connection with his paternity dispute. Plaintiff's reliance
28 upon the statements made by Opri was reasonable. Based upon
these and other representation, Plaintiff also executed the
above-referenced Media Agreement.
49. Based upon information and belief, Plaintiff alleges that
the statements made to him by Opri regarding her
qualifications and expertise were false when made, that
Opri knew the statements to be false, and that Opri made

1 the statements with the intent to induce Plaintiff into
2 retaining Opri to be his attorney.
3 50. As a direct and proximate result of the false statements
4 made by Opri to Plaintiff as described herein, Plaintiff
5 retained the legal services of Opri. Opri's motive, intent
6 and purpose in making the aforesaid statements to Plaintiff
7 were acts of malice, oppression and fraud with the intent
8 to injure Plaintiff, thereby entitling Plaintiff to an
9 award of punitive and exemplary damages.

10 **FOURTH CAUSE OF ACTION**
11 **LEGAL MALPRACTICE**
(AS TO ALL DEFENDANTS)

- 12 51. Plaintiff incorporates the allegations in paragraphs 1
13 through 50 herein as if fully set forth herein.
- 14 52. During portions of calendar years 2006 and 2007, Opri
15 provided legal services to Plaintiff in connection with his
16 paternity dispute and in connection with other matters.
- 17 53. Opri made appearances in connection with the matter which
18 were not necessary, she made court appearances in forums
19 which had no jurisdiction over the subject matter of the
20 paternity dispute, and Opri failed to timely investigate
21 and pursue the paternity matter in the proper
22 jurisdictional forum. Opri also made public appearances and
23 public statements which frustrated and protracted the
24 ultimate resolution of Plaintiff's paternity dispute.
- 25 54. The services rendered by Opri were below the standard of
26 care in the community, and as the result of the manner in
27 which the services were rendered, Opri expended substantial
28 time and expense in connection with Plaintiff's paternity
dispute which was not necessary.
55. As a proximate result of Opri's conduct, Plaintiff suffered

1 delay in the resolution of the paternity dispute, and
2 Plaintiff incurred substantial fees and costs which were
3 not necessary. Opri's conduct caused Plaintiff to suffer
4 financial loss in an amount to be determined according to
5 proof at the time of trial.

6
7 **FIFTH CAUSE OF ACTION**
8 **DECLARATORY RELIEF**
9 **(AS TO ALL DEFENDANTS)**

- 10 56. Plaintiff incorporates the allegations in paragraphs 1
11 though 55 herein as if fully set forth herein.
- 12 57. An actual controversy exists as to the proper dominion,
13 control, possession and ownership rights of certain funds
14 in the approximate amount of at least \$665,000.00; which
15 said funds are currently in the possession and/or control
16 of Opri. Plaintiff asserts that Opri has no right to retain
17 possession or control over any of these funds and Opri
18 contents that she has the right to retain these funds in
19 her trust account.
- 20 58. Based upon information and belief, Plaintiff alleges that
21 said \$665,000.00 is currently on deposit in Opri's attorney
22 client trust account. Plaintiff desires a judicial
23 determination with regards to the respective parties'
24 rights of possession over these funds currently in Opri's
25 client trust account.
- 26 59. Plaintiff desires a judicial determination regarding who
27 should have current and immediate possession and control
28 over the aforementioned funds which are currently on
deposit in Opri's attorney client trust account, especially
in light of the fact that these funds constitute the
taxable income of Plaintiff in connection with compensation

1 to which he was entitled pursuant to a business agreement
2 and was not part of any settlement of any litigation.
3 60. Plaintiff desires a judicial determination regarding who
4 has ownership rights to the aforementioned funds currently
5 on deposit in Opri's attorney client trust account.
6

7 **SIXTH CAUSE OF ACTION FOR**
8 **CONSTRUCTIVE TRUST**
9 **(AS TO ALL DEFENDANTS)**

10 61. Plaintiff incorporates herein by reference each and every
11 allegation contained in paragraphs 1-60 herein.

12 62. Opri came into possession of at least \$885,000.00 of
13 compensation which was and is the property of Plaintiff.
14 Plaintiff believes that of those funds, at least \$665,000.00
15 remain the attorney client trust account of Opri, or possibly
16 in other accounts controlled by Opri, and/or diverted by Opri.

17 63. A constructive trust should be imposed and an order made
18 that any interest which any of the Defendants' have in any
19 bank account owned, operated and/or controlled by them, is
20 held in trust for the benefit of Plaintiff, and that
21 Defendants are restrained and enjoined from selling,
22 transferring, encumbering or disposing of said funds.

23 **WHEREFORE, PLAINTIFF PRAYS FOR JUDGMENT IN HIS FAVOR AND**
24 **AGAINST DEFENDANTS DEBRA OPRI AND OPRI & ASSOCIATES AS FOLLOWS:**
25 **ON THE FIRST, SECOND AND THIRD CAUSES OF ACTION:**

- 26 1. General damages in a sum to be proven at trial but at least
27 \$885,000.00 and or the value of the property at the time of
28 the conversion.
2. Punitive and exemplary damages in a sum to be proven at
trial.
3. Pre-judgment interest from the date of breach through

- 1 judgment.
- 2 4. Post-judgment interest from the date of judgment until paid
3 in full.
- 4 5. Losses sustained as the result of not being able to utilize
5 wrongfully retained funds;
- 6 6. Recision of the Media Agreement;
- 7 7. Recision of all legal fee agreements;
- 8 8. A constructive trust to be imposed in favor of Plaintiff;
- 9 9. Costs of Suit; and
- 10 10. Such other and further relief as this Court deems just and
11 proper.

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13 **ON THE FOURTH CAUSE OF ACTION:**

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- 15 1. Disgorgement of any legal fees paid by Plaintiff to
16 Defendant;
- 17 2. An appropriate deduction and or offset in the amount of legal
18 fees, if any, found to be owed by Plaintiff to Opri.
- 19 3. For such other relief as this Court deems just and proper.
- 20

21 **ON THE FIFTH CAUSE OF ACTION**

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- 23 1. For a legal determination as to who should have possession
24 and/or control of the funds currently on deposit in Defendant's
25 attorney client trust account.
- 26 2. For a legal determination as to who the owner of the funds is
27 that are currently on deposit in Defendant's attorney client
28 trust account.
3. For a judicial determination that Defendants' and each of
them should be directed to immediately transfer and return any

1 of the funds which are the subject of dispute and which are
2 currently located in Defendant's attorney client trust account
3 over to Plaintiff.

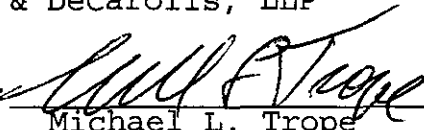
4 **ON THE SIXTH CAUSE OF ACTION**

5 1. For an order that all funds resulting from or in connection
6 with the \$885,000.00 held by Opri, are held in constructive
7 trust for the benefit of Plaintiff.

8 2. For such other relief as this Court deems just and proper.

9
10 DATED: June 1, 2007

TROPE & DeCarolus, LLP

11
12 By: 
13 Michael L. Trope
14 Attorneys for PLAINTIFF
15 Larry Birkhead
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10-1-6

EXHIBIT "A"

FEE AGREEMENT

This Agreement is made between the Law Offices of Opri & Associates, A Professional Corporation, hereafter referred to as Attorney, and hereinafter referred to as Client. The Client is retaining the law firm, not any particular attorney. It is anticipated that this Client will be serviced and supervised by Debra A. Opri. But the attorney services to be provided to the Client will not necessarily be performed entirely by Ms. Opri.

This Agreement is intended to fulfill the requirements of the Business and Professions Code of the State of California regarding a fee agreement.

The Client and Attorney intend this agreement to be ongoing and to be the Agreement which applies to all matters in which the Attorney represents the Client, currently and in the future. The Attorney shall be available to the Client for general legal advice in connection with Client's dissolution. In the event that litigation occurs, a written request by Client to initiate litigation or to answer a lawsuit, or a verbal request acknowledged by Attorney shall be sufficient to place the litigation under the provisions of this Agreement.

The Attorney shall perform the legal services called for under this Agreement; the Client shall disclose to the Attorney all information pertaining to any matter that is the subject of Attorney's advice or representation. The Client shall keep Attorney informed as to any changes of address, phone number, and shall timely make any payments required by this Agreement.

FEES The fees for legal services that you will be charged are as follows:

Partner	\$475.00
Associate	\$350.00
Law Clerk	\$125.00
Paralegal	\$100.00

Minimum fee for Court appearances: \$1,750.00
Legal services will be charged in minimum increments of .25 of an hour. There must be a minimum of \$1,500.00 in the Attorney-Client Trust Fund at all times.

Hourly rates are set out to prevent within thirty (30) days

5-11-09

written notice (in no event will these rates change in the six (6) months following your signing of this Agreement.)

'Services' include, among other things, time spent for conference with you or others regarding your case, telephone calls, travel, depositions, review of correspondence received, court appearances, research, consultations with other attorneys and experts, and for preparation and review of documents and letters. It is impossible to determine in advance the amount of time that will be needed to complete any particular project. Therefore, we have not, and cannot, estimate the total fees and costs you will incur.

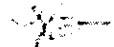
POSTS: All out-of-pocket expenses and costs, including but not limited to, travel expenses, court filing fees, subpoena costs, deposition costs, accounting fees, appraisal fees, actuarial costs, photocopy costs, etc., fax costs (\$1.00 per pg), computer assisted research, long distance telephone costs, expert witness costs and other similar costs will be additional charges to you.

You will be required to pay all such costs as they occur and to reimburse our office immediately for any such costs advanced by us. We are unable to finance such expenses for you.

While business realities and professional ethics dictate that the attorney-client relationship be treated with great care, there is an obligation upon the Attorney to continue his representation of a client who does not honor billings that have been forwarded to him, and this office reserves the right to discontinue its representation of any client under the foregoing circumstances. In accordance with this policy, clients with balances due over sixty (60) days will be required to arrange for substitute counsel. This firm will not discontinue services without giving the client due notice of such intention to discontinue, suggesting employment of other counsel, allowing time to employ other counsel, delivering all papers and property to which the client is entitled, cooperating with counsel subsequently employed and otherwise endeavoring to minimize the possibility of harm to assure that the client's case will not be prejudiced thereby.

Any balance due (including late charges) not yet paid at the time of judgment determining the rights in contention by the trial court shall be due and payable at that time, and may be collected from the assets, if any, received by you.

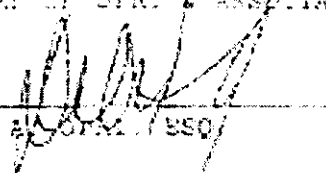
9/1/08



GRANT OF LIEN. THE LAW OFFICES OF EPRI & ASSOCIATES, A PROFESSIONAL CORPORATION, WILL HAVE A LIEN FOR ATTORNEY'S FEES AND COSTS ADVANCED ON ALL CLAIMS AND CAUSES OF ACTION THAT ARE THE SUBJECT OF THEIR REPRESENTATION OF CLIENT UNDER THIS AGREEMENT AND ONLY ALL PROCEEDS OF ANY RECOVERY OBTAINED (WHETHER BY SETTLEMENT, ARBITRATION AWARD, OR COURT JUDGMENT).

TRUST ACCOUNT RESERVE: It is possible that undisbursed costs may remain in your cost account at the conclusion of our representation. Should this be the case, you have agreed that they may be applied toward any unpaid fees outstanding at that time. If there are no unpaid fees then outstanding, any such cost reserve will be refunded to you.

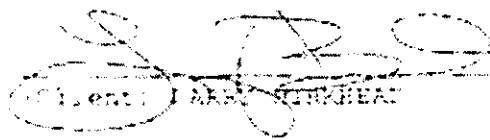
LAW OFFICES OF EPRI & ASSOCIATES, A PROFESSIONAL CORPORATION

BY: 
TERESA M. GORMAN, ESQ.

CLIENT'S ACCEPTANCE

I have read and understand and hereby agree to the terms and conditions of this Legal Representation Agreement. Furthermore, I specifically consent (a) to pay a late payment charge of 1.25% per month times any monies owed by me to this law office for a period of more than thirty (30) days; and (b) to a lien against all of my properties or monies involved in this litigation to secure payment of all sums due.

Date: 9/30/06


Client: IAKS, HIRSHMAN

5/1/06



5/1/05

EXHIBIT "B"

MEDIA AGREEMENT WITH ASSIGNMENT
BETWEEN
LARRY BIRKHEAD AND OPRI & ASSOCIATES, A PROFESSIONAL LAW
CORPORATION

THIS AGREEMENT (this "Agreement") is entered into as of October 1, 2006 by and between LARRY BIRKHEAD, an adult individual ("Birkhead") and OPRI & ASSOCIATES, a Professional Law Corporation organized under the laws of the State of California ("Opri"). Birkhead and Opri are hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the Parties have entered into a retainer agreement dated as of September 30, 2006 (the "Retainer Agreement"); and

WHEREAS, Birkhead wishes to obtain advice, guidance, counsel and direction in the handling of media relations and possible exploitation of his life story and personality through all types and kinds of media, print, movies, videos, whether known or unknown; and

WHEREAS, Opri, by reason of its contacts, experience and background is qualified and capable to render such advice, guidance, counsel and direction to Birkhead; and

WHEREAS, the Parties desire to also now enter into a management agreement ("Management Agreement") for Opri to act as the sole and exclusive media relations representative, advisor and consultant for Birkhead; and

WHEREAS, as part of the consideration of the Management Agreement, Birkhead desires to assign, and Opri desires to acquire, a ten percent (10%) interest of one hundred percent (100%) of any and all rights, title, and interests of any kind in any possible media, print, video, film exploitation of Birkhead's life story and personality either currently held by or reasonably anticipated to be acquired or held by Birkhead in the future ("Media").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration receipt of which each party hereby acknowledges, the parties hereby agree as follows:

- I. The above recitals are incorporated herein as though fully set forth.
- II. Birkhead hereby irrevocably appoints Opri as his sole and exclusive Media relations representative, advisor and consultant throughout the world to render services as Opri deems necessary in order to exploit Birkhead's life story and personality through all types of media throughout the

6/1/06

- universe.
- III. In consideration for the services rendered by Opri to Birkhead related solely to this Management Agreement, Birkhead hereby irrevocably transfers and assigns to Opri Ten Percent (10%) of his One Hundred Percent (100%) interest in the Media, as defined herein, including any individual rights or interests in future entities or matters, or any variation thereof. This Agreement shall serve as the formal assignment of such interest to Opri.
- IV. Birkhead acknowledges and agrees that this assignment is irrevocable as a result of the fact that Opri's right to represent Birkhead as his sole and exclusive media representative, consultant and advisor is unique, irreplaceable and extraordinary, such that any breach or threatened breach hereof by Birkhead is material and would cause Opri immediate and unavoidable damages which cannot be adequately compensated for.
- V. Opri has advised Birkhead and it is clearly understood that Opri is not a talent agency, employment agent or theatrical agent, nor is Opri licensed as a "talent agency" or booking agent. Opri has made no representations to Birkhead, either orally or written, to the contrary and Birkhead acknowledges that Opri is not obligated, authorized, licensed or expected to do so.
- VI. This Agreement does not affect or alter any terms or conditions of the Retainer Agreement previously entered into between the Parties dated September 30, 2006, or any other subsequent retainer agreement which may be entered into between the parties in the future for legal services to be rendered by Opri to Birkhead.

VII. DEFINITIONS

a. "MEDIA" for purposes of this agreement shall mean any and all exploitation of Birkhead's life story or personality through all types of media throughout the universe, including commercial, intellectual or other property rights, of any nature whatsoever, accruing to Birkhead from his life or life story either at the time of this agreement or accruing in the future.

- VIII. The term of this Agreement includes the development, creation, exploitation of the rights and all related matters in perpetuity, and all benefits and obligations conferred herein shall not be affected by the assignment of rights ownership, license or otherwise.
- IX. The concept of good faith and fair dealing is incorporated into this Agreement.

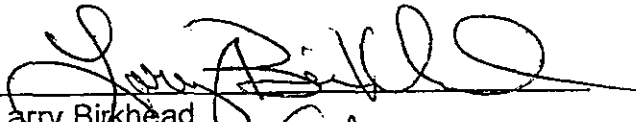
- X. Any and all benefits or payments to Birkhead in accordance with this Agreement shall be paid at the same time as any other owner of an interest in the Rights, in accordance with any and all agreements or entities with respect to the Rights.
- XI. This Agreement shall be construed and enforced according to the laws of the State of California and each party acknowledges that they will be subject to the jurisdiction of the Superior Courts in Los Angeles County.
- XII. If any provision of this Agreement is judged by a court to be void and unenforceable, such decision shall not affect any other provision of this Agreement and the application of such a provision in any other instance or the validity or enforceability of this Agreement.
- XIII. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and may not be changed or amended except in writing signed by the Parties.
- XIV. This Agreement shall inure to the benefit of and shall be binding upon the successors, heirs, executors and administrators of the Parties.
- XV. This Agreement may be recorded and the Parties agree to sign any and all documents required for such recording to secure the interest transferred herein.
- XVI. Each of the Parties hereby represents and warrants that they have independently and of their own free will executed this Agreement and that no one, directly or indirectly, has attempted to coerce or force them to sign this Agreement, and that they have carefully and thoughtfully read this Agreement and understand the terms and conditions herein, that they are fully aware of the contents and legal effects of this Agreement and further, that they have the authority to execute this Agreement on behalf of the entity for which they are signing.
- XVII. Each Party agrees to cooperate fully with the other Party and to execute such further instruments, documents, etc., to give such further and written assurance that may be reasonably requested by the other Party to carry out the effect, intent and purpose of this Agreement.
- XVIII. All notices, requests, demands, waivers, and other communication required under this Agreement shall be in writing and deem to have been given if delivered personally on the date received, delivered by overnight courier or Express Mail or the day after mailing and if certified mail, postage pre-paid, five days after mailing to the addresses to be

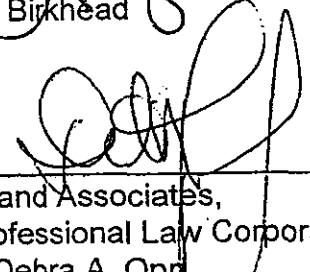
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designated by the Parties, or any subsequent address given by the Party to receive Notice.

- XIX. Birkhead represents and warrants that there are no liens or obligations on the Media interest being transferred to Opri herein and that he has full authority to enter into this Agreement and that upon the execution of this Agreement, he will transfer good, valid and marketable title of the Rights herein to Opri, together with all rights attaching to its ownership, free and clear of all liens and encumbrances.

This Agreement consisting of four (4) pages is executed and effective on the day and date first mentioned above.


Larry Birkhead


Opri and Associates,
A Professional Law Corporation
By: Debra A. Opri

10/1/00



FILED
FOR COURT USE ONLY
LOS ANGELES SUPERIOR COURT

JUN 01 2007

JOHN A. CLARKE, CLERK
[Signature]
BY D.M. SWAIN, DEPUTY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Michael L. Trope (State Bar # 132768)
Trope & DeCarolis, LLP
11620 Wilshire Blvd., Suite 710
Los Angeles, CA 90025

TELEPHONE NO.: (310) 405-7373 FAX NO.: (310) 405-7374
ATTORNEY FOR (Name): Plaintiff Larry Birkhead
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill St.
MAILING ADDRESS: Same
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME: Birkhead v. Opri and Opri & Associates

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)

CASE NUMBER: **BC372018**
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:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Conversion, breach of fiduciary duty, Wrongful termination (36) etc. <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

3. 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): 6

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: June 1, 2007
 Michael L. Trope (State Bar # 132768)
 (TYPE OR PRINT NAME) *[Signature]* (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

**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 HOURS/ 3 DAYS

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

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

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

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

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

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

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

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto 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., 2., 4. 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 <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 3. 1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE: BIRKHEAD V. OPRI AND OPRI & ASSOCIATES		CASE NUMBER	
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.	
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.	
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	② 3.	
Employment	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.
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.	
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	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	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	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	2., 6.
<input type="checkbox"/> A6032 Quiet Title		2., 6.	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
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.
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.

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	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	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	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	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	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	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	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

SHORT TITLE: BIRKHEAD V. OPRI AND OPRI & ASSOCIATES

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 NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<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.			8383 Wilshire Boulevard, Suite 830
CITY:	STATE:	ZIP CODE:	
Beverly Hills	CA	90211	

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

Dated: June 1, 2007

(SIGNATURE OF ATTORNEY/FILING PARTY)

Trope & DeCarolis, LLP

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

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

5/1/06