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FILED
Los Angeles Superior Court

OCT 14 2009

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
DONUTTY SWAIN

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10 **AMERICAN FREEDOM ALLIANCE**, a
11 nonprofit corporation;

12 Plaintiff,

13 vs.

14 **CALIFORNIA SCIENCE CENTER**, a legal
15 entity of the State of California; **CALIFOR-**
16 **NIA SCIENCE CENTER FOUNDATION**,
17 a nonprofit corporation; and **DOES 1** through
18 **50**, inclusive;

19 Defendants.

Case No.

BC423687

COMPLAINT

1. BREACH OF CONTRACT
2. PERMANENT INJUNCTION (SPECIFIC PERFORMANCE)
3. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
4. VIOLATION OF THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION (42 U.S.C. section 1983)
5. DECLARATORY RELIEF

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22 Plaintiff AMERICAN FREEDOM ALLIANCE (hereinafter "Plaintiff"), by and through
23 its attorneys of record herein, bring this Complaint against the above-named Defendants, and in
24 support thereof allege the following:
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CIT/CASE: BC423687 LEA/DEF#:
RECEIPT #: CCH18782002
DATE PAID: 10/14/09 08:42:14 AM
PAYMENT: \$355.00
RECEIVED: 10/14/09 08:42:14 AM
CIT/CASE: BC423687 LEA/DEF#:
RECEIPT #: CCH18782001
DATE PAID: 10/14/09 08:40:12 AM
PAYMENT: \$40.00
RECEIVED: 10/14/09 08:40:12 AM

PARTIES

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2 1. Plaintiff, AMERICAN FREEDOM ALLIANCE, ("AFA") is and at all relevant
3 times was a nonprofit corporation duly organized and existing under the laws of California with
4 its principal place of business in Los Angeles, California.

5 2. Defendant, CALIFORNIA SCIENCE CENTER, (hereinafter "CENTER") is a
6 department of the State of California, located and doing business at 700 Exposition Park Drive,
7 Los Angeles, CA 90037.

8 3. Defendant, CALIFORNIA SCIENCE CENTER FOUNDATION, (hereinafter
9 "FOUNDATION") is and at all relevant times was a nonprofit corporation duly organized and
10 existing under the laws of California with its principal place of business in Los Angeles, Califor-
11 nia.
12

13 4. The true names and capacities of Defendants sued herein as DOES 1 through 50,
14 inclusive, are unknown to Plaintiff, who therefore sues such Defendants by such fictitious names
15 pursuant to Code of Civil Procedure §474. Plaintiff alleges that each fictitiously named Defen-
16 dant acted or failed to act in such a manner that each has contributed in proximately causing the
17 damages to Plaintiff as herein alleged. Plaintiff will seek leave of Court to amend this Complaint
18 to set forth their true names and capacities when ascertained.
19

20 5. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants
21 sued herein, including those named herein as DOES, are the agents, servants, employees, licen-
22 sees, guarantees, invitees, or assignees of each other, and in doing the things herein alleged acted
23 within the course and scope of such agency, employment guaranty, assignment, license, invita-
24 tion and/or relationship and with the full knowledge and consent of the remaining Defendants.
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FACTS COMMON TO ALL ALLEGATIONS

6. The AFA is a non-political, non-partisan, movement of concerned Americans that promotes networking, activism and education on a variety of public issues, including the growth of Islam in Europe, the United States and Canada, media bias, and academic freedom. AFA's conferences, programs, publications, websites and networking groups develop tools and strategies to counter ideologies which underlie these threats, including radical Islam, moral and cultural relativism, and academic and scientific ideological conflicts.

7. Defendant CENTER is a department of the State of California that purports to "aspire to stimulate curiosity and inspire science learning in everyone by creating fun, memorable experiences, because we value science as an indispensable tool for understanding our world, accessibility and inclusiveness, and enriching people's lives."

8. Defendant FOUNDATION raises funds to support exhibits and education programs featured at the CENTER and manages exhibitions and programs of scientific, educational and industrial interest.

9. On or about September 30, 2009, AFA President Avi Davis (hereinafter "DAVIS") entered into a written contract on AFA's behalf with Defendants, and each of them, for an event titled "We Are Born of Stars IMAX Screening" scheduled for the evening of Sunday, October 25, 2009, at the CENTER's IMAX Theatre in Los Angeles (hereinafter the "EVENT"). DAVIS agreed to pay Defendants an estimated \$4310.00 due before October 20, 2009, as consideration for the use of the venue. **(Attached hereto and incorporated by reference herein as Exhibit "A" are true and correct copies of the three contract documents constituting the written contract. They include an Event Letter of Agreement, Event Policies and Procedures and Event Price Estimate).**

1 10. The EVENT consisted of a screening of the IMAX film "We Are Born of the
2 Stars (3D)," which is described as the first Anaglyph single projector 3D film created for IM-
3 AX/IMAX Dome projection. Using computer graphics, the film traces the development of life
4 from the formation of atomic nuclei in stars to the molecular structure of water and DNA, zoom-
5 ing the audience through the five-billion-year evolution of our solar system.
6

7 11. The Event also consisted of the screening of "Darwin's Dilemma: The Mystery
8 of the Cambrian Fossil Record," a documentary exploring one of the great mysteries in the his-
9 tory of life: the geologically-sudden appearance of dozens of major complex animal types in the
10 fossil record without any trace of the gradual transitional steps Charles Darwin had predicted.
11 (the Documentary"). The Documentary was produced and released by Illustra Media, an inde-
12 pendent film production company based in Los Angeles, and features scientists speaking both for
13 and against the modern theory of evolution, including UC Berkeley paleontologist James Valen-
14 tine, Cambridge University paleoecologist Simon Conway Morris, philosopher of science Ste-
15 phen C. Meyer, evolutionary biologist Richard Sternberg, and biologist Jonathan Wells.
16

17 12. In the Documentary, some of these scientists, including Drs. Meyer, Wells, and
18 Sternberg, propose the scientific theory of intelligent design as a superior explanation for the ex-
19 plosion of major groups of animal life in the Cambrian period. Regional premieres of the Do-
20 cumentary had previously been held at the Sam Noble Oklahoma Natural History Museum and
21 the Seattle Art Museum
22

23 13. Drs. Meyer, Sternberg, and Wells are senior fellows at the Discovery Institute, a
24 non-profit, non-partisan public policy think tank based in Seattle, Washington. Although various
25 fellows of the Discovery Institute are featured in the "Darwin's Dilemma" documentary, Discov-
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1 ery Institute did not produce the film. Discovery Institute was not a party to the contract between
2 the AFA and Defendants for the screening of "Darwin's Dilemma."

3 14. The AFA planned to sponsor a post-screening discussion of the Documentary
4 with Illustra Media's Lad Allen, who directed the film, mathematician David Berlinski (also a
5 senior Fellow at Discovery Institute), and Jonathan Wells. Discovery Institute helped organize
6 and publicize other regional screenings of the Documentary at the Sam Noble Oklahoma Natural
7 History Museum and the Seattle Art Museum.
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9 15. Because two of its senior fellows (Berlinski and Wells) would be participating in
10 the event, and because Discovery Institute had taken an active role in publicizing previous re-
11 gional premiers of the Documentary, on October 1, 2009, Discovery Institute issued a short
12 statement on its newsblog, EvolutionNews.org, announcing the event. This announcement
13 simply described the event and noted that the event was "Sponsored by the American Freedom
14 Alliance." It also noted that the event "will be held on Sunday, October 25th in the IMAX thea-
15 ter of the prestigious CENTER, which describes itself as 'the West Coast's largest hands-on
16 science center.'" The statement neither stated nor implied that the CENTER was co-sponsoring
17 the event.
18

19 16. Also on October 1, 2009, Discovery Institute posted a press release on its website
20 purporting to be "By: American Freedom Alliance" which similarly announced the event and
21 noted that the event would be "sponsored by the American Freedom Alliance." The statement
22 neither stated nor implied that the CENTER was co-sponsoring the event.
23

24 17. On October 6, 2009, Discovery Institute issued a second statement about the
25 event, a short one-page press release, which again stated that "The screening is sponsored and
26 hosted by the American Freedom Alliance." This statement also noted that the Documentary
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1 would "Premiere at Smithsonian Affiliated California Science Center" This second statement
2 also did neither stated nor implied that the CENTER was co-sponsoring the event.

3 18. On October 6, 2009, Christina M. Sion, Vice President, Food & Event Services at
4 the CENTER, wrote an e-mail to DAVIS stating that "we are canceling your event at the Cali-
5 fornia Science Center." Ms. Sion's e-mail stated:

6
7 "It has come to our attention that in a press release issued October 5, 2009 by
8 the American Freedom Alliance, it is inferred that the CENTER as [sic] a
9 Smithsonian Institute affiliate is co-sponsoring the Darwin Debates. Your
10 event is a private event held on the CENTER property but is not affiliated in
11 any way with the CENTER or the Smithsonian. This press release has dam-
12 aged our relationship with the Smithsonian and the reputation of the CEN-
13 TER. According to the Event Policies and Procedures that you signed to re-
14 serve the date for the event, you agreed to submit all promotional materials to
15 the CENTER for review and approval prior to printing or broadcast. Because
16 you did not obtain this approval and the press release has had significant nega-
17 tive ramifications, we are canceling your event at the CENTER."

18 19. On October 8, 2009, CENTER Board of Trustees member and attorney Patrick
19 Dennis sent another letter to DAVIS offering somewhat different reasons why the CENTER
20 planned to cancel the event. Mr. Dennis's letter made no mention of any "damage" to the rela-
21 tionship of the CENTER and the Smithsonian, or damage to the reputation of the CENTER. In-
22 stead, the letter stated that the AFA had breached the CENTER's "Event Policies and Proce-
23 dures" which states that "It is required that the Event Services Office approve, for technical and
24 factual accuracy, all promotional materials mentioning the CENTER produced for your event
25 (including invitations, programs, press releases, etc.) prior to printing or broadcast."

26 20. Mr. Dennis cited the two October 1 statements, and an alleged October 5th state-
27 ment as the singular promotional materials which allegedly breached the contract and their justi-
28 fication for cancelling the event.

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1 **FIRST CAUSE OF ACTION**

2 **BREACH OF CONTRACT**

3 21. Plaintiff realleges paragraphs 1 through 20, and incorporates them herein by this
4 reference.

5 22. Defendants, and each of them breached the contract attached hereto as Exhibit
6 "A" by repudiating it less than two weeks prior to the scheduled event. Such a repudiation con-
7 stituted an anticipatory breach of the contract.
8

9 23. Additionally, the pretext upon which the event was cancelled (failure to submit
10 promotional materials for review) is based on an immaterial provision of the contract, which any
11 violation of could easily have been cured.. To begin with, the "Event Policies and Procedures"
12 does not require Plaintiff to police third parties who promote the event, and it was the Discovery
13 Institute that ran the press releases, not the Plaintiff.
14

15 24. Moreover, the justification for cancelling the event relies on the language of the
16 "Event Policies and Procedures," which provides:

17 "It is required that the Event Services Office approve, for technical and factual accuracy,
18 all promotional materials mentioning the California Science Center produced for your
19 event (including invitations, programs,, press releases, etc.) prior to printing or broadcast.
20 Please allow sufficient time for approval."
21

22 25. AFA and the Discovery Institute are separate organizations and are not affiliated
23 in any manner. The Discovery Institute had agreed to provide two of its senior fellows as speak-
24 ers at the event. AFA did not authorize the Discovery Institute to promote the event and had no
25 prior knowledge that it would use the information for promotional purposes. The language
26 would purport to bind AFA to an agreement to police third parties, which would be an unreason-
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1 able interpretation. Nevertheless, the provision does not expressly provide that AFA is obligated
2 to police third party promotions of the event and is therefore is ambiguous and voidable.

3 26. As the provision of the contract cited by counsel for the FOUNDATION makes
4 clear, the purpose of the clearance requirement is to ensure "technical and factual accuracy." In
5 cancelling the event on this pretext, Defendants did not cite any technically or factually inaccu-
6 rate information contained in the Discovery Institute publicity. Thus, the purpose of the provi-
7 sion was not frustrated by Plaintiff.

8
9 27. The cancellation of the event constitutes a repudiation of and an anticipatory
10 breach of the contract by Defendants. Even if AFA itself had breached the provision cited by
11 promoting the event, such a breach would have been immaterial and thus not a sufficient basis
12 for cancelling the event.

13 28. As a direct and proximate result of the Defendants' breach, Plaintiff has sustained
14 damages, which includes costs and expenses already incurred in preparation of the event, loss of
15 opportunity, and loss of expected revenue.
16

17 **SECOND CAUSE OF ACTION**

18 **INJUNCTIVE RELIEF**

19 **(SPECIFIC PERFORMANCE OF A CONTRACT)**

20 29. Plaintiff realleges paragraphs 1 through 28, and incorporates them herein by this
21 reference.
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23 30. As a result of Defendants' conduct in cancelling the event and breaching the con-
24 tract, Plaintiff is left without any adequate legal remedy.
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1 31. Plaintiff has been irreparably harmed by the cancellation of the event and breach
2 of contract by Defendants, and the balance of hardships tips decidedly in favor of Defendants
3 and against Plaintiff.

4 32. Plaintiff is therefore entitled to a Court Order granting it permanent injunctive re-
5 lief.

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7 **THIRD CAUSE OF ACTION**

8 **BREACH OF IMPLIED COVENANT OF**

9 **GOOD FAITH AND FAIR DEALING**

10 33. Plaintiff realleges paragraphs 1 through 32, and incorporates them herein by this
11 reference.

12 34. In every contract or agreement there is an implied promise of good faith and fair
13 dealing. This means that each party will not do anything to unfairly interfere with the right of any
14 other party to receive the benefits of the contract.

15
16 35. Defendants violated their duty to act fairly and in good faith by cancelling the
17 contract under the false pretext that Plaintiff had breached the contract when the Discovery Insti-
18 tute publicized the event and thereby damaged the CENTER's reputation and relationship with
19 the Smithsonian Institute.

20 36. Plaintiff did all, or substantially all of the significant things that the contract re-
21 quired it to do. All conditions required for Defendants' performance had occurred or were prom-
22 ised and guaranteed to occur. Defendants unfairly interfered with Plaintiff's right to receive the
23 benefits of the contract; and Plaintiff was harmed by Defendants' conduct.

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25 37. Plaintiff is therefore entitled to recover damages according to proof at trial.

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FOURTH CAUSE OF ACTION

**VIOLATION OF THE FREE SPEECH CLAUSE OF THE FIRST AMENDMENT
AS APPLIED THROUGH THE FOURTEENTH AMENDMENT TO THE
UNITED STATES CONSTITUTION (42 U.S.C. SECTION 1983)**

38. Plaintiff realleges paragraphs 1 through 37, and incorporates them herein by this reference.

39. As a department of the State of California by statute, Defendant CENTER acted under color of law when it cancelled the event and breached its contract with Plaintiff, thereby discriminating against Plaintiff's viewpoint and content of its expressions concerning intelligent design.

40. As a procurer of contracts for Defendant CENTER, Defendant FOUNDATION aided and abetted CENTER in denying Plaintiff its right to free speech under the First Amendment of the United States Constitution when it cancelled the event and breached its contract with Plaintiff, thereby discriminating against Plaintiff's viewpoint and content of its expressions concerning intelligent design.

41. The CENTER's IMAX Theater facility is a public forum, and the event sponsored by ALA was to have been open to the public. By their conduct, Defendants, and each of them, prevented Plaintiff from staging an event involving a topic of significant interest and concern to members of the public. Plaintiff sought to present a discussion of life's origin from the perspectives of evolutionary and intelligent design theories in the public forum, a right which was denied to it.

42. The documentary, "Darwin's Dilemma," is critical of the modern neo-Darwinian theory of evolution and promotes an alternative explanation of intelligent design. After screen-

1 ing the documentary, AFA had planned to host a panel discussion with noted scientists, mathe-
2 matician Dr. David Berlinski and biologist Dr. Jonathan Wells, who question neo-Darwinian
3 evolution and support intelligent design theory as a scientific explanation for the origin of life.
4 Intelligent design theory has become controversial, because it is assumed to be a repackaging of
5 creationism theory and therefore based on religion rather than science. This irrational hostility
6 toward intelligent design theory is a product of ideological bias within the media, academia and
7 the science community, which have demonized it to the point that its detractors will go to great
8 lengths to suppress it from any public debate or discussion.
9

10 43. Dr. Wells, who was scheduled to appear for the panel discussion, is also featured
11 in the documentary. The CENTER'S cancellation of AFA's contract, so close in time before the
12 event, prevented AFA from advocating a message emphasizing the need to protect academic
13 freedom in the scientific debate over evolution.
14

15 44. The CENTER is a department of the State of California and an affiliate of the
16 Smithsonian Institution. On October 6, 2009, Sion, the vice president for Food & Event Services
17 at the CENTER, e-mailed AFA President Avi Davis, stating that the press release "has damaged
18 our relationship with the Smithsonian and the reputation of the [CENTER]," but she did not ex-
19 plain how the press release could possibly have had such an effect. The decision to cancel the
20 event appears to have been triggered by pressure from the Smithsonian, which has a long history
21 of discriminating against academic freedom for ID proponents. In a Los Angeles Daily News
22 article published October 8, 2009, Smithsonian spokesman Randal Kremer admitted that he
23 spoke with the CENTER after becoming "concerned by the inference ... [that] there was a show-
24 ing of the ["Darwin's Dilemma"] film at a Smithsonian branch."
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1 45. The press release mentioned by Sion in her e-mail was released not by AFA but
2 by the Discovery Institute, a think tank widely known as the nation's leading organization advo-
3 cating intelligent design. While Discovery Institute's press releases clearly stated that "The
4 screening is sponsored and hosted by the American Freedom Alliance" and did not imply spon-
5 sorship by the CENTER, it also noted that " "The debate over Darwin will come to California on
6 October 25th, when the Smithsonian Institution's west coast affiliate premieres 'Darwin's Di-
7 lemma: The Mystery of the Cambrian Fossil Record,' a new intelligent design film which chal-
8 lenges Darwinian evolution." The Discovery Institute's press release also stated that the docu-
9 mentary "explores one of the great mysteries in the history of life: the sudden appearance of do-
10 zens of major complex animal types in the fossil record without any trace of the gradual transi-
11 tional steps predicted by Darwin."

12
13 46. The CENTER has hosted events supporting evolution theory in the past, including
14 panel discussions hosting pro-evolution speakers such as Michael Shermer and Michael S. Fan-
15 selow, and hosts exhibits promoting evolution. The CENTER has listed a book on its website by
16 a speaker at the CENTER titled, "Why Darwin Matters: The Case Against Intelligent Design."

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18 47. The Smithsonian's opposition to and discrimination against intelligent design is a
19 matter of public record. In 2005, the pro-intelligent design Discovery Institute contracted with
20 the Smithsonian to show a pro-intelligent design film entitled "The Privileged Planet." The
21 Smithsonian issued a disclaimer against the event, stating that "the content of the film is not con-
22 sistent with the mission of the Smithsonian Institution." At that time, the same Smithsonian
23 spokesman--Randall Kremer--objected to "The Privileged Planet" purportedly making an inap-
24 propriate "philosophical conclusion." Yet the Smithsonian made no complaints when showing
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1 Carl Sagan's "Cosmos" in 1996, stating a different philosophical perspective that "The Cosmos
2 is all that is, or ever was, or ever will be."

3 48. In 2004, Smithsonian-affiliated research biologist Richard Sternberg allowed a
4 peer-reviewed scientific article to be published in "Proceedings of the Biological Society of
5 Washington," a Smithsonian-related publication. The article was authored by Dr. Stephen C.
6 Meyer of the Discovery Institute, and much like the "Darwin's Dilemma" documentary, argues
7 that "purposive or intelligent design as a causally adequate--and perhaps the most causally ade-
8 quate--explanation for the origin of the complex specified information required to build the
9 Cambrian animals." The Smithsonian-affiliated Biological Society of Washington (BSW) repu-
10 diated Meyer's pro-intelligent design article, claiming it "does not meet the scientific standards
11 of the 'Proceedings,'" and the Smithsonian launched a campaign to intimidate and harass those
12 responsible for the publication of this article.
13

14 49. Despite the fact that Meyer's article was properly peer-reviewed and published,¹
15 Dr. Sternberg subsequently experienced retaliation by his co-workers and superiors at the Smith-
16 sonian, including transfer to a hostile supervisor, removal of his name placard from his door, de-
17 privation of workspace, subjection to work requirements not imposed on others, restriction of
18 specimen access, and loss of his keys. Smithsonian officials also tried to smear Dr. Sternberg's
19 reputation and even investigated his religious and political affiliations in violation of his privacy
20 and First Amendment rights. According to an investigation by the U.S. Office of Special Coun-
21 sel (OSC), these efforts were aimed at creating "a hostile work environment... with the ultimate
22 goal of forcing [Sternberg]... out of the [Smithsonian]." A 2006 Congressional staff investiga-
23 tion by the staff of U.S. Congressmen Mark Souder confirmed that the Smithsonian embarked on
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27 ¹ <http://www.richardsternberg.org/smithsonian.php?page=statement>
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1 a campaign to punish, intimidate, and harass Richard Sternberg for allowing a pro-ID article to
2 be published in its journal. The Congressional staff investigation concluded that "Smithsonian's
3 top officials permit the demotion and harassment of [a] scientist skeptical of Darwinian evolu-
4 tion" and "officials explicitly acknowledged in emails their intent to pressure Sternberg to resign
5 because of his role in the publication of the Meyer paper and his views on evolution." The find-
6 ings of this investigation contain striking conclusions about the intolerance of the Smithsonian
7 towards scientists who doubt Darwinism:
8

9 "The staff investigation has uncovered compelling evidence that Dr. Sternberg's civil and
10 constitutional rights were violated by Smithsonian officials. Moreover, the agency's top
11 officials—Secretary Lawrence Small and Deputy Secretary Sheila Burke—have shown
12 themselves completely unwilling to rectify the wrongs that were done or even to genuine-
13 ly investigate the wrongdoing. Most recently, Burke and Small have allowed NMNH of-
14 ficials to demote Dr. Sternberg to the position of Research Collaborator, despite past as-
15 surances from Burke that Dr. Sternberg was a "Research Associate in good standing" and
16 would be given "full and fair consideration" for his request to renew his Research Asso-
17 ciateship. The failure of Small and Burke to take any action against such discrimination
18 raises serious questions about the Smithsonian's willingness to protect the free speech
19 and civil rights of scientists who may hold dissenting views on topics such as biological
20 evolution."
21

22
23 50. In light of the fact that Sternberg, Meyer, and Wells are all featured in the "Dar-
24 win's Dilemma" documentary advocating intelligent design, it seems all-the-more likely that the
25 Smithsonian would take great pains to oppose the video and distance itself from those supporting
26 its public dissemination, such as the AFA.
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1 51. On information and belief, the anti-intelligent design Smithsonian was monitoring
2 publicity about the AFA's event and placed pressure on the CENTER to silence AFA's message
3 by canceling the contract. Given the Smithsonian's long history of discriminating against intelli-
4 gent design, this serves as further evidence of content-based discrimination against the AFA's
5 freedom of speech and right to dissent from Darwinism by a department of the state of Califor-
6 nia, the CENTER, in violation of the AFA's First Amendment rights.

7
8 52. By reason of the aforementioned policy, acts and omissions engaged in under col-
9 or of state law, Defendants have violated the Free Speech Clause of the First Amendment of the
10 United States Constitution, which has been held to be incorporated and made applicable to the
11 states and their political subdivisions by the Fourteenth Amendment of the United States Consti-
12 tution, and 42 U.S.C. section 1983.

13
14 53. As a direct and proximate result of Defendants' violation of the Speech Clause,
15 Plaintiff has suffered irreparable harm, including the infringement of their constitutional
16 rights.

17 54. As a further direct and proximate result of Defendants' violation of the Speech
18 Clause, Plaintiff is entitled to recover reasonable attorneys fees pursuant to 42 U.S.C. § 1988
19 should it prevail on this cause of action.

20 **FIFTH CAUSE OF ACTION**

21 **DECLARATORY RELIEF**

22
23 1. Plaintiff realleges paragraphs 1 through 54, and incorporates them herein by this
24 reference.

25 2. An actual controversy has arisen between Plaintiff and Defendants in that Plaintiff
26 contends that, as a direct and proximate result of Defendants' conduct and actions, it has
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1 been prejudiced and harmed as the result of Defendants' actions manifesting hostility toward its
2 viewpoints and the content of its message regarding intelligent design theory.

3 3. Plaintiffs desire a judicial determination of the rights and duties of the respective
4 parties under the United States Constitution and a judicial declaration that the cancellation of the
5 event and breach of the contract by Defendants violated the United States Constitution.

6 4. Plaintiffs desire a further judicial determination of the rights and duties of the re-
7 spective parties under the United States Constitution and a judicial declaration that the Defen-
8 dants engaged in content and viewpoint discrimination by preventing Plaintiff from addressing
9 the topic of intelligent design in a public forum.
10

11 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
12 follows:

- 13 1. That this court issue a preliminary injunction and permanent injunction restraining
- 14 2. and enjoining Defendants, and each of them, and their officers, agents, employees,
- 15 representatives, and all persons acting in concert, or participating with them, from en-
- 16 gaging directly or indirectly in any act that would result in the cancellation of the
- 17 event on October 25, 2009;
- 18 3. For a declaration that the cancellation of the event and breach of the contract by De-
- 19 fendants violated the United States Constitution;
- 20 4. For a declaration that the Defendants engaged in content and viewpoint discrimina-
- 21 tion by preventing Plaintiff from addressing the topic of intelligent design in a public
- 22 forum.
- 23 5. For contract damages according to proof at trial and for interest accrued thereon;
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1 6. For reasonable attorneys' fees, costs and expenses pursuant to 42 U.S.C. section 1988
2 and other applicable law; and

3 7. For such other and further relief as the Court may deem just and proper.

4 DATED: October 13, 2009

THE BECKER LAW FIRM

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6
7 By:


WILLIAM J. BECKER, JR. ESQ.
Attorneys for Plaintiff,
AMERICAN FREEDOM ALLIANCE

EVENT POLICIES AND PROCEDURES

To assure your event functions smoothly at the California Science Center, please review the following policies and procedures. Once a client's Event Price Estimate is signed and the Science Center's Events Department has received a deposit, an Event Manager will handle scheduling and be the liaison between the client and the Science Center. By signing the Event Price Estimate, you are acknowledging your agreement with these policies and procedures.

REQUESTS: Requests to reserve space for a special event at the California Science Center may be accepted up to two years in advance of the event date. Only two holds per potential client are allowed at any one time. A potential client's requested date will be held for 10 business days, by the end of which time the Science Center requires a signed contract and deposit. If a signed contract and deposit have not been received within 10 business days, the date will be released to others by the California Science Center. If a definite request from a second potential client has been received for a date on hold prior to the expiration of the 10 day period, the Science Center will contact the potential client for a right of first refusal. The client then has to 3 business days to sign a contract and make the deposit.

RATES: Rental rates include event space and California Science Center standard staffing as applicable (determined by the Science Center's Event Manager) -- public safety officers, an event manager, floor staff, a house engineer, janitorial services, an exhibit technician, or coat check staff. Rental of the IMAX Theater includes theater staff only. The time period for an event is three hours. Additional time will be charged on a per hour basis and will be quoted in your Event Price Estimate. Clients will be asked to sign an overtime contract if guests are in the California Science Center more than 15 minutes past the end of the contracted event time. Overtime will be billed on a net-30 day basis. Three hours of set-up/staging time and two hours of teardown time are complementary. Set-up/staging times are determined by the Science Center's Event Manager.

DEPOSITS AND FINAL PAYMENTS: A 50% deposit, credited towards the total rental cost, is required with the signed Event Price Estimate to secure an event date. This deposit is 100% refundable if your event is cancelled over 180 days before the event date, 50% refundable if cancelled between 180-90 days before the event date, and is not refundable if cancelled less than 90 days before the event date. A deposit will not be forfeited if the event is moved to a different available event date within one year (10 business days advanced notice required). Final payment is due 10 days before the event to prevent cancellation of your booking and is not refundable. You are liable for any vendor costs associated with your event's cancellation or date change.

NOTIFICATIONS: If the need to cancel your event should arise, the Event Services Office requests immediate written notification, regardless of any refund opportunity.

START/END TIMES: The Donald P. Loker Conference Center and the Wallis Annenberg Building are available for rent 24 hours a day, seven days a week. Events within the main visitor circulation or gallery spaces are available for rent from 6:00 P.M. to 1:00 A.M. and from 7:00 A.M. to 9:30 A.M. in most cases.

AVAILABLE FURNITURE AND EQUIPMENT: The California Science Center has furniture and equipment that will be available on a first come, first served basis for your event. Such equipment includes tables, chairs, portable staging equipment and A/V equipment. Please see your Event Manager for availability. The California Science Center can not be held responsible for equipment malfunction, damage, or non-availability on the day of your event.

INSURANCE: All clients and outside caterers are required to provide a certificate of public liability and property damage insurance in the amount of \$2,000,000, naming the California Science Center, the California Science Center Foundation and the State of California as additional insured for the term of your event (including setup, event, & teardown time). Please provide the Science Center's Event Manager evidence of your insurance coverage at least two weeks before your event date. Live performers must be covered by additional insurance.

LIABILITIES: By signing the Event Price Estimate (EPE), clients agree to pay the cost of repair, restoration, replacement of damage done by you, your subcontractors, vendors, agents, or invitees to the California

EA

Science Center, its equipment or exhibits. The California Science Center shall be held harmless for all claims arising out of use of the California Science Center and the California Science Center's property. Client assumes full responsibility for theft, loss or damage to any property and equipment brought to the California Science Center by you, your subcontractors, vendors, agents, or invitees. Contracts made directly with your vendors are solely between you and your vendor. Clients are to ensure that all vendors review and agree to comply with all requirements established by the California Science Center. The Client is also responsible to abide by all fire codes set forth by the City of Los Angeles' Fire Department. By signing the Event Price Estimate you acknowledge that the California Science Center is not responsible for policing your fire code adherence and is not responsible for the refunding of rental fees due to the closure of an event by a Fire Marshall.

LOSS OR DAMAGE: The California Science Center is not responsible for any damage or loss of articles placed or left in the California Science Center prior to, during or following an event.

EXCLUSIONS: The facility rental fees do not include the following services: parking, live science demonstrations, IMAX film screenings, food or beverage service, special tour requests, décor, more than three event walkthroughs, linens, radios, or a Fire Marshall's time. All of the above services will be called out individually in a client's contract if provided. Services may not always be available.

PAYMENT: 100% payment of the amount stated in the Event Price Estimate is due at least 10 days before the event. Payments can be made with Visa, MasterCard, American Express, check or money order payable to the California Science Center Foundation. All charges incurred during the event, i.e. damage, additional parking, event overtime, rentals, etc. will be billed after the event and are due net-30. A service charge of 1.5% per month will be billed on all accounts over 30 days. Any invoices not paid within 120 days of invoice date will be forwarded to a collection agency.

CHECKS RETURNED FOR INSUFFICIENT FUNDS: The Science Center will charge a \$35.00 processing fee for any check returned for insufficient funds. If a check is returned, a cashier's check or credit card payment will be required.

PARKING: Self-parking in the Science Center's parking lots is \$10.00 per car and \$25.00 per commercial van, limousine, or bus (subject to change). Clients are welcome to pre-pay for their guests or let guests pay on their own. Valet parking can also be arranged per car through the Exposition Park Manager's Office (Adrianna Vasquez at 213.744.7458). Consult in advance with the Science Center's Event Services Office for information about other parking arrangements. Specific parking spaces can not be reserved ahead of time.

EXHIBITS: We strive for 100% exhibit operation, but some exhibits are routinely removed or shut down for scheduled maintenance based on attendance and/or use. The Special Exhibits Gallery also closes periodically for varied amounts of time to remove and replace traveling exhibits. No discounts or refunds will be made for these closures.

MATERIAL EQUIPMENT: California Science Center personnel are not responsible for moving, setting up, or taking down any equipment that does not belong to the Science Center with the exception of banners. All requests for movement of Science Center owned furniture and equipment must go through the California Science Center's Event Manager. All non-Science Center items must be removed immediately following the event.

SET-UP & STAGING: Set-up/staging of events is only permitted to take place within the Donald P. Loker Conference Center and Wallis Annenberg Building or in the service hallways during Science Center operational hours (8:30 A.M. – 5:00 P.M. daily) provided express permission is granted from the Event Services Department. Rental of the Loker Conference Center for staging purposes is also subject to availability. Three hours of set-up/staging time and two hours of teardown time are complementary with your event rental. Set-up/staging times are determined by the Science Center's Event Manager.

TEARDOWN & CLEAN UP: Teardown and clean up must be completed within two hours after the event ends. The client and its sub-contractors (caterer, event co., décor co., etc.) are responsible for removal of all personal and company property within that time unless other arrangements are made in advance with the California Science Center's Event Manager. Teardown and clean up for events occurring before operational hours must be

completed by 8:00 A.M. The client and its sub-contractor's responsibilities for teardown and clean up include: returning the event area(s) to the condition immediately prior to the event, removal of all trash from the Science Center property (including catering trash).

DECORATIONS: No candles or open flames are permitted inside the Science Center unless a permit from the Fire Marshall is submitted to the Event Manager 2 weeks prior to the event. (Note: the Fire Marshall allows some types of candles and a diagram or sample should be submitted to the Fire Marshall for approval.) Absolutely no pins, nails, staples or tapes of any kind are permitted on any walls, ceilings or floors on the Science Center property. No pyrotechnics are permissible on Science Center property. **No helium balloons** (air-filled OK) are permissible inside the Science Center. No objects can be hung from the ceiling without express prior permission and assistance from the Science Center (additional fees may apply). Also, no glitter, sequins, confetti, fake snow, etc. is allowed on the Science Center property. Decorations are not allowed in the exhibit halls. The client is responsible for removing or causing the removal of all decorations immediately following the event. Nothing is allowed in the Big Lab fountain.

Only the Science Center can hang banners. The Science Center will hang (2) banners for free – additional banners will be hung for \$50.00 per banner. Banners will most likely not be taken down immediately after your event. If you need your banners returned, please arrange for a messenger to pick them up the following day. Clients must notify the Event Manager when the messenger is scheduled to arrive. Any banner, décor or printed materials left for more than one business day will be discarded.

SMOKE FREE FACILITY: The California Science Center is a smoke free facility. No smoking is permitted in this building or within 20 feet of its entrances.

MUSIC: Live music is allowed after the California Science Center has closed to the public for the duration of your event. More information can be obtained by speaking with the Event Manager in the Event Services Office.

ACTS OF GOD CLAUSE: The California Science Center is not responsible for weather or road conditions (including traffic), power outages, acts of God, criminal activities, economic downturns, political changes, or any other activity, event or condition beyond its control. There will be no refunds or allowances resulting from these conditions.

PROMOTIONAL MATERIALS: It is required that the Event Services Office approve, for technical and factual accuracy, all promotional materials mentioning the California Science Center produced for your event (including invitations, programs, press releases, etc.) prior to printing or broadcast. Please allow sufficient time for this approval.

MINIMUM RENTAL/MAXIMUM GUEST COUNT: The maximum amount of guests allowed inside the Science Center for a buyout is 4,000. The maximum amount of guests allowed inside the Wallis Annenberg Building for a buyout is 1,100. Guests will be click-counted if the number of estimated guests is near Fire Marshall capacities on any room or near 500 total guests for the appropriate rate structure (See additional information under RATES).

CATERING: The California Science Center encourages the use of our in-house caterer, Kensington Caterers, which can be reached by calling (323) 935-4300. If a client chooses to use an outside caterer, that client will be charged the \$1,000 outside caterer fee (also, a \$1000 outside liquor fee if applicable) and the caterer must be approved in advance by the Event Services Office. A signed agreement must be entered into between the California Science Center Foundation and any outside caterer at least two weeks before your event (see also INSURANCE above). Food and beverage is not allowed inside the exhibit galleries or without contracting with a caterer. Outside caterers are responsible for bringing jack-stands and trays to be placed outside of exhibit galleries for glassware. The Science Center's Event Manager will determine upon request how many jack-stands will be needed outside exhibit galleries.

Outside caterers are not permitted to use the in-house kitchen facilities for any reason and must build an off-premise kitchen in an area designated by the Science Center's Event Manager. Equipment brought to the Science Center used to heat or cook food must be approved in advance by the California Science Center's Event Manager. Sternos are allowed inside the Science Center for warming food only. Propane stoves and ovens and charcoal grills are only allowed in designated Science Center outdoor areas. Outside caterers must bring their own trashcans/bags and remove all trash at the end of the event. A limited amount of electricity is available in the designated kitchen areas – water is not available. Any outside caterer must attend a final event walkthrough with the Science Center's Event Manager and the client at least one week before the event.

Alcoholic beverages may be served by Kensington or by approved outside caterers or other pre-approved vendors provided that they obtain written proof of a one-day serving permit from the Alcoholic Beverage Control Board (213-897-5391). The California Science Center's Event Manager must receive a copy of the permit at least one day before your event. In addition, a \$1000 outside liquor fee will be charged.

ON-SITE EVENT WALKTHROUGH: Once the Letter of Agreement has been signed, the Science Center's Event Manager will arrange an on-site event walkthrough with the client and any caterer to discuss plans, policies, procedures and any equipment or materials necessary for your event. Outside vendors will also be invited to attend. A final walkthrough is required no later than (2) weeks prior to the event and must include your outside caterer. All event walkthroughs are scheduled by the Science Center's Event Manager during weekday business hours and by appointment only. There will be an additional charge of \$50.00 per event walkthrough over three. Please consult the Science Center's Event Manager if more than three event walkthroughs are anticipated.

DELIVERIES/LOADING DOCK: The Science Center does not take responsibility for deliveries or storage of materials and equipment. Any delivery to the Science Center must be met by a representative of the client and arranged in advance with the Science Center's Event Manager. The client is responsible for bringing their own cart or hand-truck to transport materials or equipment from the loading dock to the event area if necessary. (Any overnight storage of materials or equipment is based strictly on available space and must be accompanied by a dedicated Department of Public Safety Officer at the hourly overtime rate.)

CLIENT RESPONSIBILITIES: Any guest management function at an event, e.g. nametags, entry restrictions, early entry, registration, etc. is solely the responsibility of the client and not the responsibility of California Science Center staff.

While the Event Manager will inform the client when the event is approaching the end of the contracted time, it is the client's responsibility to make sure all guests leave the California Science Center by the end of the contracted event time. Clients will be required to sign an overtime contract if their guests are in the California Science Center more than 15 minutes past the end of the contracted event time. Overtime will be billed on a net-30 basis.

OUTSIDE SECURITY FORCE: Under no circumstance is an outside company permitted to provide a security function on California Science Center property. Under certain conditions, with the express written permission of the Department of Public Safety Chief in advance, individuals may be hired to perform body-guard functions in conjunction with State DPS officers.

IMAX THEATER: Seats can not be reserved in the IMAX Theater for group sales. All group sale tickets are final. The IMAX Theater is not included in a Science Center buyout and will still be open to the public during regular IMAX hours (currently 9:00 A.M.-9:00 P.M.) unless contracted for separately.

PRE-FUNCTION SPACE: Pre-function spaces are offered to events that need an area for cocktail & hors d'oeuvres receptions before a seated event begins. Minimum setup of 8ft. tables is included. Silent auctions, large reception setups and double use (before and after a seated event) are not included. Ask an Event Manager for further details.

AVAILABLE ELECTRICITY: Electricity in the California Science Center is limited to approximately (2) 20 amp circuits per floor in the central atrium. The Loker Conference Center has (4) 20 amp circuits, (1) per wall. The Big Lab in the Wallis Annenberg Building has (7) 20 amp circuits. Both the Multi-Purpose room and the Muses room have (5) 20 amp circuits each. A walkthrough with an electrician can be arranged by contacting the Event Manager.

RENTAL/BACKSTAGE SPACES: The following spaces are available for rent in the California Science Center: Edgerton Court, Disney Court, the Donald P. Loker Conference Center, the World of Life, Creative World 2nd Floor, Creative World 3rd Floor, Sky Court Gallery, Weingart Special Exhibits Gallery, Lorsch Family Pavilion, Science Plaza, the Rose Garden Café dining area, and the IMAX Theater.

When renting the entire California Science Center (buyout), all areas above excluding the IMAX Theater are included in your rental agreement and are available for use. The IMAX Theater is not included in a Science Center buyout and will still be open to the public during regular IMAX hours (currently 9:00 A.M.-9:00 P.M.) The McDonald's area is included in a Science Center buyout (an additional staffing fee will apply).

The following spaces are available for rent in the Wallis Annenberg Building: The Big Lab, The Exploration Grove, The Muses Room and the Multi-Purpose Room.

Backstage spaces can include (at the Event Manager's discretion) certain service hallways for kitchen prep-work or setup staging.

WALKIE-TALKIES: Clients and vendors are not permitted to use California Science Center walkie-talkies or Nextel. They are welcome to rent their own and, if necessary, rent an additional radio for the Science Center's Event Manager at their expense.

ESCALATOR USE: Escalators will not be set to run in the "down" mode.

FILMING ON STATE PROPERTY: Production companies must have current insurance on file at the California Film Commission which names the State of California as 'additionally insured' in the amount of \$2 million general liability and \$500,000 hired and non-owned automobile coverage. The certificate holder must be named as the State of California with the following agency: California Film Commission, 7080 Hollywood Blvd., Suite 900, Hollywood, CA 90028. Student and still photography projects are not exempt from these requirements.



California Science Center
Event Letter of Agreement

Event Name: American Freedom Alliance

Event Date: Sunday, October 25, 2009

Company Name: American Freedom Alliance

Contact: Avi Davis

Title Senior Fellow

Address American Freedom Alliance 11500 W. Olympic Blvd. Suite 400, LA, 90064

Phone: 310-444-3086

Status:

The California Science Center Foundation has extended a courtesy hold to American Freedom Alliance until Friday, October 2, 2009. Without the group's signed Event Letter of Agreement, availability can not be guaranteed after this date.

Terms of Agreement:

By signing this agreement, the group agrees to the following terms and conditions:

- The Event Price Estimate
- The California Science Center Foundation Policies and Procedures

Payment Schedule:

Payment is due according to the following schedule. Failure of the Group to deliver payment according to the schedule may result in the cancellation of this agreement by the California Science Center Foundation at any time. Group understands that in the event of a cancellation, the deposit shall be retained or returned according to the cancellation policy defined in the Policies and Procedures. You will not forfeit your deposit if you move your event to a different available event date.

10/15/09 - 50% deposit (\$2,155) due

10/20/09 - Balance (\$2,155) due CREDIT CARD ONLY

If you would like to proceed with booking your event at the California Science Center, please sign below and return. By signing this agreement you are agreeing to the terms and conditions that are incorporated herein and with the Event Policies & Procedures. For your convenience, we also accept Visa, MasterCard, and American Express. Your date has been put on a courtesy hold, but your specific date and time will not be held beyond October 2, 2009 without receipt of the signed price estimate and sales agreement. You will not forfeit your deposit if you move your event to a different available event date. **Final payment is due October 20, 2009.**

Approved and Accepted:

Group name:

California Science Center Foundation
700 State Drive, Los Angeles, CA 90037
PH: 213-744-7523 FAX: 213-744-2078

By: _____

By: Lori Matsunaga

Print: _____

Print: Lori Matsunaga

Date: _____

Date: _____

Event Price Estimate

To: Avi Davis
Senior Fellow
American Freedom Alliance
11500 W. Olympic Blvd., Suite 400
Los Angeles, CA 90064

Event Name: "We Are Born of Stars IMAX Screening"
Event Date(s): Sunday, October 25, 2009
Event Time: from 6:00 PM-9:00 PM
Guest Count: 450 guests
Invoice #: CR0252

Start	End	Location	Description	Price
5:30 PM	7:00 PM	IMAX Theater Lobby or 2nd Floor	Reception for 50 guests	\$500
7:00 PM	9:00 PM	IMAX Theater	We Are Born of Stars -IMAX 2 screenings	\$3,400
			Darwins Dilemma - DVD	
			Panel Discussion	
9:00 PM	10:00 PM	IMAX Theater	Event load out	included
				Sub-Total: \$3,900

Additional Items:	Quantity	
A/V		Projector and Tech for DVD included
		1 Mic and spot for panel discussion
Shipping / Distribution		Costs from IMAX \$410
		Sub-Total:

Optional Items:	Quantity	
Outside Caterer Fee		\$1000 if other than Kensington tbd
Outside Liquor Fee		\$1000 if other than Kensington tbd
Hosted self-parking		\$10 per car tbd
		Total: \$4,310

Additional time in the IMAX Theater past 9:00 pm is \$500 per hour.

If you would like to proceed with booking your event at the California Science Center, please sign below and return.. By signing this agreement you are agreeing to the terms and conditions that are incorporated herein and with the Event Policies & Procedures. For your convenience, we also accept Visa, MasterCard, and American Express. Your date has been put on a courtesy hold, but your specific date and time will not be held beyond the October 2, 2009 without receipt of the signed invoice and sales agreement. You will not forfeit your deposit if you move your event to a different available event date.

Final payment is due October 20, 2009.

Authorized Signature

Date

10-1-09

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): WILLIAM J. BECKER, JR. (SBN 14545) THE BECKER LAW FIRM 11500 OLYMPIC BLVD., SUITE 400 LOS ANGELES, CA 90064 TELEPHONE NO.: (310) 636-1018 FAX NO.: (310) 765-6328 ATTORNEY FOR (Name): AMERICAN FREEDOM ALLIANCE		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; transform: rotate(-5deg);">FILED</div> Los Angeles Superior Court <div style="font-size: 1.5em; font-weight: bold; transform: rotate(-5deg);">OCT 14 2009</div> John A. Clarke, Executive Officer/Clerk By DOROTHY SWAIN Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL STREET MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL		
CASE NAME:		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: BC423687 JUDGE: DEPT:		

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

1. Check **one** box below for the case type that best describes this case:
- | | | |
|--|---|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)

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

Non-PI/PD/WD (Other) Tort
<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 type="checkbox"/> Other non-PI/PD/WD tort (35)

Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)

Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)

Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)

Judicial Review
<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) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)
<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)

Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)

Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)

Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
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
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **5**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **OCTOBER 14, 2009**

WILLIAM J. BECKER, JR.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

SHORT TITLE:

AFA vs. CSC

CASE NUMBER

BC423687

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

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 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		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage	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:	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input checked="" type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE:	CASE NUMBER
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Judicial Review (Cont'd.)

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.

**Provisionally Complex
Litigation**

Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.

**Enforcement
of Judgment**

Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
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**Miscellaneous Civil
Complaints**

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.

**Miscellaneous Civil
Petitions**

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.

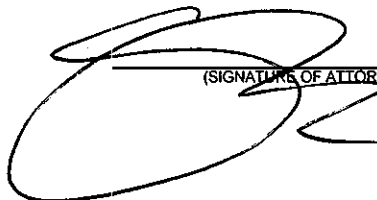
SHORT TITLE: AFA VS. CSC	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input 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.		ADDRESS: 11500 Olympic Blvd Los Angeles, CA 90064	
CITY: LA	STATE: CA	ZIP CODE: 90064	

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: **10/14/09**


(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.