

Dept. # 62 Assigned Stern

**FILED**  
Superior Court of California  
County of Los Angeles

AUG 21 2018

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By [Signature], Deputy  
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7 SUPERIOR COURT OF CALIFORNIA

8 COUNTY OF LOS ANGELES

**BC 7 187 77**

9 ANDY SIGNORE, an individual,  
10 Plaintiff,

11 vs.

12 DEFY MEDIA, LLC, a Delaware limited liability  
13 company; DEFY MEDIA MANAGEMENT,  
14 LLC, a Delaware limited liability company;  
15 DOES 1 through 25, inclusive,

16 Defendants.

Case No.:  
COMPLAINT FOR:  
1. BREACH OF FIDUCIARY DUTY  
2. BREACH OF CONTRACT  
3. BREACH OF IMPLIED COVENANT OF  
FAIR DEALING AND PRACTICES  
4. INTENTIONAL INTERFERENCE WITH  
PROSPECTIVE ECONOMIC RELATIONS  
5. NEGLIGENT INTERFERENCE WITH  
PROSPECTIVE ECONOMIC RELATIONS  
6. NONPAYMENT OF WAGES IN  
VIOLATION OF CALIFORNIA LABOR  
CODE §§ 200, 201, 218  
7. VIOLATION OF CALIFORNIA LABOR  
CODE §§ 201, 202, 203  
8. VIOLATION OF CALIFORNIA LABOR  
CODE § 226  
9. INTENTIONAL MISREPRESENTATION  
10. BREACH OF DUTY OF UNDIVIDED  
LOYALTY

17 Plaintiff ANDY SIGNORE alleges as follows:

18 **PRELIMINARY STATEMENT**

19 This case is the exemplar of a high-powered company witnessing an important paradigm  
20 shifting movement such as the #MeToo movement and exploitatively using it as an excuse to rob its  
21 loyal employees and LLC members of their duly owed economic interests. Notwithstanding any  
22 private transgressions, Defendant Defy Media's response to the false allegations leveled against  
23 Plaintiff Andy Signore has wrongfully vilified and completely divested him not only of his hard-

CIT/CASE: BC718777  
LEADER#: 1  
RECEIPT #: 037660  
DATE PAID: 08/21/18  
PAYMENT: \$45.00  
RECEIVED: 12:53 PM  
CHECK #  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

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62029  
90036  
30036

08/22/2018

1 Defy Media, LLC saw the promise and capabilities of Signore, and were quick to secure his  
2 unique and valuable skills for themselves. Defy promised Signore bonuses for meeting, and indeed,  
3 exceeding, their expectations. Defy gave Signore what they called “Membership Interest Points” which  
4 they knew to be an actual membership in the LLC, but which they intentionally misconstrued so as to  
5 keep Signore ignorant of his rights as an LLC member.

6 When the Harvey Weinstein allegations came to light, Hollywood as a whole was moved to stop  
7 tolerating-- and finally start eradicating-- its insidious, exploitative culture, so deeply entrenched in the  
8 entertainment industry (and elsewhere). Defy Media, LLC had long partaken in a pattern of objectifying  
9 and demoralizing people, especially women, for financial gain or personal entertainment. Defy Media,  
10 LLC was known for its inability or unwillingness to investigate complaints. When the cries of #MeToo  
11 inevitably arrived at Defy’s door, the very first action the company took was to take advantage of the  
12 moment in order to justify unlawfully denying an LLC member of his vested interests, an employee of  
13 his earned income. There was no investigation into the false claims levied against Andy Signore, no  
14 acknowledgement that there were long-running problems in the company—there was simply stealing  
15 Signore’s money.

16 This case is not about distrusting accusers of sexual assault or harassment. This case is not about  
17 denigrating the #MeToo movement. This case is about preserving the integrity and influence of such  
18 movements by ensuring that powerful organizations are not permitted to exploit them for financial gain.

19  
20 **JURISDICTION AND VENUE**

21 1. Jurisdiction in this Court is proper pursuant to California Code of Civil Procedure Section  
22 410.10

23 2. Venue in this county is proper pursuant to California Code of Civil Procedure Section 395.5  
24 in that this action concerns a contract which was made in, was to be performed in, and was breached  
25 in Los Angeles County.

26 3. This Court has personal jurisdiction over each of the Defendants pursuant to California Code  
27 of Civil Procedure Section 410.10 in that each of the Defendants has directly, or through their agent,  
28 partner, employer and/or employee, substantially engaged in business in the State of California, has

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1 committed or caused a breach of contract or tortious act in the State of California and/or owned, used,  
2 or possessed real property in the State of California.

3 **PARTIES**

4 4. Plaintiff ANDY SIGNORE (“SIGNORE”) is an individual who was at all times relevant  
5 herein, a resident of California.

6 5. On information and belief, Defendant DEFY MEDIA, LLC (“DEFY”) is a Delaware limited  
7 liability company, headquartered in New York, New York, and registered in California as a foreign  
8 limited liability company.

9 6. On information and belief, Defendant DEFY MEDIA MANAGEMENT, LLC  
10 (“MANAGEMENT”) is a Delaware limited liability company.

11 7. Plaintiff is informed and believes, and thereon alleges, that certain of the Defendants named  
12 herein are or were the agents, employees, and/or representatives of certain other Defendants, including  
13 but not limited to certain of the DOE Defendants, at the times and places alleged herein.

14 8. Plaintiff is unaware of the true identity, nature, and capacity of each of the Defendants  
15 designated herein as DOES 1 through 25. Plaintiff is informed and believes, and thereon alleges, that  
16 each of the Defendants designated herein as a DOE Defendant are in some manner responsible for the  
17 damages and injuries that are alleged in this Complaint. Upon learning the true identity, nature, and  
18 capacity of the DOE Defendants, Plaintiff will amend this Complaint to allege their true names and  
19 capacities. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein each  
20 of the Defendants designated as DOES 1 through 25 was an agent or employee of the named  
21 Defendants, and, in doing the things herein alleged, were acting within the course and scope of the  
22 said agency, employment, or representation, and with the permission and consent of the other DOE  
23 Defendants and/or the named Defendants.

24 ///

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GENERAL ALLEGATIONS

1  
2 9. On August 2, 2010, Plaintiff ANDY SIGNORE (“SIGNORE”) entered into an employment  
3 agreement with Break Media. Upon information and belief, Break Media was a privately held  
4 company founded by Keith Richman (“Richman”), the current president of DEFY MEDIA, LLC.<sup>1</sup>

5 10. On October 8, 2013 Break Media and Alloy Digital announced that they were merging to  
6 become Defendant DEFY MEDIA, LLC. Break Media’s then-CEO Keith Richman was named  
7 president of DEFY MEDIA, LLC.

8 11. SCREEN JUNKIES is an online movie magazine and YouTube channel created by Plaintiff  
9 SIGNORE and Brett Weiner. SCREEN JUNKIES is owned and operated by DEFY MEDIA, LLC.  
10 SCREEN JUNKIES produces three main shows: *The Screen Junkies Show*; *Honest Trailers*; and  
11 *Movie Fights*. SCREEN JUNKIES has over 6 million subscribers as of April 2017, and over 1.9  
12 billion total views as of January 2018.

13 12. Before his termination, SIGNORE served as DEFY’s Senior Vice President of Content and  
14 Creator, Head of Creative for SCREEN JUNKIES. SIGNORE was responsible for all elements in the  
15 programming strategy, creative development, and delivery of SCREEN JUNKIES content.

16 13. SIGNORE’s influence was not just limited to SCREEN JUNKIES and SCREEN JUNKIES’  
17 other platforms, but pervaded other channels, such as AWEMe channel, where another hit series he  
18 developed, *Man at Arms*, debuted. *Man at Arms* will air its second season on El Rey Cable Network.  
19 The 10-episode series will air the second half of 2018.<sup>2</sup>

20 14. SIGNORE is also the co-creator of *Honest Trailers*, a three-time Emmy-nominated series of  
21 parody trailers of films that debuted on SIGNORE’s “Screen Junkies” YouTube channel in February  
22 2012. With SIGNORE at the helm, by September 2014 *Honest Trailers* videos had been viewed an  
23 average of 33 million times over the past six months, up from 24 million over the same period the year  
24 before.

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26  
27 <sup>1</sup> <http://adage.com/article/digital/alloy-digital-break-media-merge-defy-media/244628/>

28 <sup>2</sup> <https://www.multichannel.com/pr-feed/el-rey-network-greenlights-second-season-man-arms-art-war-417495>

1 15. SIGNORE is also the co-creator of *The Screen Junkies Show*, one of DEFY MEDIA, LLC's  
2 tent pole productions, as well as the host and creator of *Movie Fights*.

3 16. *The Screen Junkies Show*; *Honest Trailers*; and *Movie Fights* are all still airing on SCREEN  
4 JUNKIES.

5 17. SIGNORE's employment agreement with DEFY stated that the services SIGNORE rendered  
6 were of a special, unique, unusual, extraordinary, and intellectual character.

7 18. As part of his employment agreement, SIGNORE was entitled to earn an annual "Target  
8 Bonus" of up to 20% of his Base Salary for the calendar year. Fifty percent (50%) of the Target Bonus  
9 was based on achieving established targets and objectives with respect to the Company's other brands  
10 and initiatives.

11 19. As part of his employment agreement, SIGNORE was entitled to a "Subscription Bonus" as  
12 set forth in the agreement, which outlined specific bonuses to be paid to SIGNORE upon attainment  
13 of correlating numbers of "Net Qualifying Subscribers."

14 20. Upon information and belief DEFY MEDIA LLC's main investors are Viacom, Lionsgate,  
15 Zelnick Media Capital, and ABS Capital.

16 21. Effective November 11, 2013, SIGNORE was granted 10,000 "MIP Units" through DEFY's  
17 equity-based compensation program. Although the agreement vaguely and improperly referred to  
18 membership interest as units Signore understood and relied on representation that he was being granted  
19 bona fide economic interest and managements rights in the company. This grant of "MIP Units"  
20 admitted SIGNORE as a Management Member of DEFY, with all the rights of an LLC shareholder  
21 under the applicable governing law of Delaware.

22 22. The MIP Units granted to SIGNORE vested as follows: (i) twenty-five percent (25%) of the  
23 MIP Units shall vest on the first anniversary of the date of grant, and (ii) the remaining seventy-five  
24 percent (75%) of the MIP Units shall vest in equal monthly installments on the last calendar day of  
25 each months thirteen (13) through forty-eight (48) after the date thereof."

26 23. Upon information and belief, approximately 9687 of SIGNORE's MIP Units had "vested" on  
27 or before his termination.  
28

1 24. On December 3, 2013, DEFY MEDIA, LLC registered with the California Secretary of State  
2 as a foreign LLC.

3 25. On May 9, 2017, DEFY MEDIA, LLC filed its most recent statement of information with the  
4 California Secretary of State. This filing alleged to list all the managers or members of DEFY MEDIA,  
5 LLC. The filing failed to list SIGNORE as a manager or member.

6  
7 **APRIL O'DONNELL INCIDENT**

8 26. Plaintiff SIGNORE is informed and believes that throughout his employment with Defendant  
9 DEFY, its high-level management staff and shareholders were engaged in sexual and otherwise  
10 personal relationship with fans, interns and employees. DEFY leadership fostered a company culture  
11 of profanity and obscenity. Sexual harassment was prevalent and went virtually unchecked. Any  
12 sexual harassment prevention training was perfunctory at best, and wholly ineffectual in stemming the  
13 pervasiveness throughout DEFY's staff.

14 27. On August 21, 2015, ANDY SIGNORE was working at a convention in Chicago, IL when he  
15 met a woman named April O'Donnell. The two exchanged contact information and began  
16 communicating through text messages and emails.

17 28. Despite knowing that SIGNORE was married, O'Donnell willingly and repeatedly engaged in  
18 flirtatious and sexual conversations with Signore. O'Donnell sent photos of her naked breasts to  
19 SIGNORE and many explicit text messages of a sexual nature.

20 29. At the time SIGNORE began communicating with Ms. O'Donnell she was, upon information  
21 and belief, living in Wisconsin.

22 30. On September 2, 2015, Ms. O'Donnell flew to Los Angeles with a plane ticket she purchased  
23 with the purpose of visiting SIGNORE and engaging in sexual relations with him. Before her arrival  
24 and during the duration of her visit, SIGNORE and Ms. O'Donnell both repeatedly affirmed the plan  
25 to engage in sexual activity with each other.

26 31. On September 2, 2015 at 7:40 PM Eastern Time, Ms. O'Donnell invited SIGNORE to her hotel  
27 room in Hollywood, California. Ms. O'Donnell willingly performed oral sex on SIGNORE and two  
28 were physically intimate, however no intercourse took place. That same night, after SIGNORE had

1 left Ms. O'Donnell's hotel room, Ms. O'Donnell sent SIGNORE a text message which read "Come  
2 back for round two lol".

3 32. On the morning of September 4, 2015, while still in Los Angeles, Ms. O'Donnell met  
4 SIGNORE a second time and they engaged in consensual sexual intercourse.

5 33. Later that same day, SIGNORE introduced Ms. O'Donnell to his friend Josh Tapia ("JTE"),  
6 who also worked at DEFY MEDIA, LLC.

7 34. Upon information and belief, on September 4, 2015, Ms. O'Donnell and JTE went on a date  
8 during which the two engaged in sexual intercourse.

9 35. After Ms. O'Donnell's visit to see SIGNORE in Los Angeles, the Ms. O'Donnell and  
10 SIGNORE continued communicating via text messages and emails, as well as through social media  
11 platforms including Twitter.

12 36. O'Donnell also continued sending illicit, sexual messages to SIGNORE despite Ms.  
13 O'Donnell's assertion that she was now in a romantic relationship with JTE.

14 37. On December 19, 2015, Ms. O'Donnell wrote a public post on Twitter in which she "tagged"  
15 SIGNORE. Upon information and belief, the "Tweet" referenced an inside joke from when they first  
16 met in Chicago and that was a recurring theme of their email and text message exchanges from August  
17 and September earlier that year.

18 38. In August 2017, DEFY CEO Matt Diamond called SIGNORE to address sexual harassment  
19 allegations that had been levied against SIGNORE. Diamond told SIGNORE that he wanted to talk  
20 to him first, and give SIGNORE a heads up that there had been a complaint and that DEFY's human  
21 resources department would reach out with more information. Diamond did not give SIGNORE any  
22 specific details about the allegations, but assured SIGNORE not to worry because nine times out of  
23 ten sexual harassment allegations at DEFY did not lead to any responsive action.

24 **WEINSTEIN SCANDAL CREATES AN OPPORTUNITY**

25 39. On October 5, 2017, The New York Times published an expose<sup>3</sup> on the sexual misconduct of  
26 Harvey Weinstein, Hollywood Producer and owner of The Weinstein Company.

27 \_\_\_\_\_  
28 <sup>3</sup> [https://www.nytimes.com/2017/10/05/us/harvey-weinstein-harassment-  
allegations.html?ref=collection%2Fbyline%2Fjodi-](https://www.nytimes.com/2017/10/05/us/harvey-weinstein-harassment-allegations.html?ref=collection%2Fbyline%2Fjodi-)

1 40. This article was a major catalyst for the “#MeToo” movement.<sup>4</sup>

2 41. On October 6, 2017, O’Donnell made public, defamatory, and false statements about  
3 SIGNORE on social media.

4 42. On October 6, 2017, DEFY announced publicly, through a variety of public social media  
5 platforms, that SIGNORE’s employment had been suspended, pending investigation, stating that “We  
6 at ScreenJunkies and Defy Media have no tolerance for harassment or retaliation of any kind.” The  
7 public announcement continued to state that “[g]iven the additional information that was made  
8 available today, we feel it is necessary to suspend Andy’s employment while we continue our  
9 investigation.”

10 43. SIGNORE immediately informed DEFY that the allegations levied against him were false.  
11 SIGNORE told DEFY that he had a proof that his relationship with O’Donnell was consensual.  
12 SIGNORE made an appointment with DEFY for October 9, 2017, to discuss the issue and for  
13 SIGNORE to have the opportunity to present exculpatory evidence.

14 44. Despite the standing appointment SIGNORE never got to present his evidence or explain his  
15 side of the story to DEFY. SIGNORE was asked not to come into work on October 8, 2018.

16 45. On October 17, 2017, SIGNORE received a letter from DEFY formally terminating his  
17 employment effective as of October 8, 2017.

18 **DEFY DEFAMES SIGNORE**

19 46. On October 8, 2017 DEFY publicly announced SIGNORE’s termination through a variety of  
20 public social media platforms, that SIGNORE had been terminated as a result of what they alleged  
21 was “egregious and intolerable behavior.”

22 47. In response to DEFY’s public announcement of SIGNORE’s suspension and ultimate  
23 termination, more than a dozen national and/or international media outlets reported on SIGNORE’S  
24

25  
26 kantor&action=click&contentCollection=undefined&region=stream&module=stream\_unit&version=latest&con  
tentPlacement=6&pgtype=collection

27 <sup>4</sup> [https://www.nytimes.com/2018/01/25/learning/lesson-plans/the-reckoning-teaching-about-the-metoo-moment-and-  
28 sexual-harassment-with-resources-from-the-new-york-times.html](https://www.nytimes.com/2018/01/25/learning/lesson-plans/the-reckoning-teaching-about-the-metoo-moment-and-sexual-harassment-with-resources-from-the-new-york-times.html)

1 suspension including: The New York Times<sup>5</sup>, Vanity Fair<sup>6</sup>, Variety<sup>7</sup>, CNBC, The Business Insider<sup>8</sup>,  
2 IndieWire, Mashable, The Hollywood Reporter<sup>9</sup>, The Independent, and Newsweek.

3 48. Despite repeated requests, DEFY has never furnished to SIGNORE the alleged “additional  
4 information” that was evidently critical in DEFY’s decision to suddenly terminate SIGNORE’s  
5 employment without allowing him an opportunity to explain or discuss it.

6 49. DEFY MEDIA, LLC announced SIGNORE’s termination the same day Harvey Weinstein was  
7 fired from The Weinstein Company. DEFY MEDIA, LLC’s public, unsubstantiated messages about  
8 SIGNORE have created an unfair and harmful association between SIGNORE and the likes of Harvey  
9 Weinstein and Roy Price.<sup>10</sup>

10 50. On October 26, 2017, *Screen Junkies* aired a video on its YouTube channel titled “Screen  
11 Junkies Update: What Happened, What’s Next” in which employees of Screen Junkies and DEFY  
12 MEDIA, LLC discussed SIGNORE’s termination. The video, which presently has over 700,000 views  
13 on YouTube, accused SIGNORE of “horrific betrayal” and called for a rebuilding of trust between  
14 DEFY and its fans. The video also discussed the #MeToo movement, saying that “this is something  
15 that’s happening all over Hollywood right now,” obliquely referring to the Harvey Weinstein scandal  
16 and further building a harmful and unwarranted association between Harvey Weinstein and  
17 SIGNORE.

18  
19 **DEFY MEDIA, LLC STRIPS SIGNORE OF HIW OWNERSHIP RIGHTS**

20 51. After their public and humiliating announcement, on October 17, 2017 DEFY finally notified  
21 SIGNORE himself that his employment with DEFY had been terminated.

22  
23 <sup>5</sup> <https://www.nytimes.com/2017/11/04/business/sexual-harassment-whisper-network.html>

24 <sup>6</sup> <https://www.vanityfair.com/hollywood/2017/10/harvey-weinstein-effect-roy-price-mark-halperin-john-besh-sexual-harassment-assault>

25 <sup>7</sup> <https://variety.com/2017/digital/news/honest-trailers-creator-andy-signore-fired-for-egregious-and-intolerable-sexual-behavior-1202583996/>

26 <sup>8</sup> <https://www.businessinsider.com/honest-trailers-creator-andy-signore-fired-sexual-abuse-allegations-2017-10>

27 <sup>9</sup> <https://www.hollywoodreporter.com/heat-vision/honest-trailers-creator-andy-signore-accused-sexual-abuse-1046574>

28 <sup>10</sup> <http://www.indiewire.com/2017/10/screenjunkies-honest-trailers-dark-andy-signore-firing-1201888708/>

1 52. DEFY also informed SIGNORE that his membership interest was forfeited despite most of it  
2 having fully vested at the time of SIGNORE's termination.

3 53. On October 31, 2017, SIGNORE, through his counsel, made a formal demand for inspection  
4 of DEFY's books and records pursuant to the controlling Delaware law.

5 54. Upon information and belief, SIGNORE has never been made privy to DEFY's articles of  
6 organization or any operating agreement.

7 55. Upon information and belief, DEFY's articles of organization and/or operating agreement does  
8 not allow members of the LLC to vote out other members, and an LLC member may only be removed  
9 if they submit written notice of withdrawal to the LLC, pursuant to controlling Delaware law.

10 56. Upon information and belief, at no point did SIGNORE submit written notice of withdrawal  
11 from the LLC, pursuant to the controlling Delaware law.

12 57. Upon information and belief there has been no dissolution of DEFY MEDIA LLC.

13 58. In reliance on DEFY's public representation that its human resources department had  
14 conducted investigation due to O' DONNELL's complaint, SIGNORE has demanded inspection and/  
15 or copy of his ENTIRE personnel file, including documentation of the alleged investigation.

16 59. On December 22, 2017 DEFY MEDIA, LLC turned over what it contends was SIGNORE's  
17 *entire* personnel file. The personnel file does not contain *any* documentation relating to a supposed  
18 investigation, nor does it contain complaints from April O'Donnell or anyone else alleging any  
19 harassment or misconduct of any sort.

20 60. On July 2, 2018, news broke that DEFY had sold Screen Junkies to Fandom, a site for  
21 entertainment buffs, for an undisclosed amount.

22 61. On the same day, in a Fandom site post by VP of Video Strategy and Operations, at Fandom,  
23 Neha Tiwari describes Screen Junkies as having a "unique voice" that "they have crafted in their seven  
24 years as a video brand."<sup>11</sup>

25  
26  
27  
28 <sup>11</sup> <http://fandom.wikia.com/articles/screen-junkies-fandom>

**FIRST CAUSE OF ACTION**

(Breach of Fiduciary Duty)

(Against All Defendants)

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3 62. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the same force  
4 and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by reference the  
5 allegations contained in paragraphs 1 through 50, and each and every part thereof with the same force  
6 and effect as though fully set forth herein.

7 63. Upon information and belief, during all pertinent times Ms. O'Donnell was never employed  
8 by DEFY MEDIA, LLC.

9 64. SIGNORE's MIP units granted him an ownership interest in DEFY MEDIA, LLC. Therefore,  
10 DEFY MEDIA, LLC was SIGNORE's partner.

11 65. DEFY MEDIA, LLC owed a fiduciary duty to all its members regardless of the size of the  
12 member's interest.

13 66. DEFY MEDIA, LLC intentionally concealed the nature of SIGNORE's membership interest  
14 from him.

15 67. Upon information and belief, DEFY MEDIA, LLC terminated SIGNORE's employment  
16 without conducting an investigation of the claims against him or giving him a chance to rebut the  
17 claims with his own evidence.

18 68. DEFY MEDIA, LLC also stripped SIGNORE of his ownership interest in the partnership  
19 without any due process or formal proceedings as required under Delaware state law.

20 69. In doing so, DEFY MEDIA, LLC knowing acted against their partner SIGNORE's interest in  
21 the partnership.

22 70. SIGNORE was unaware of his ownership interest because DEFY MEDIA, LLC intentionally  
23 misrepresented it to him.

24 71. SIGNORE did not give informed consent to DEFY MEDIA, LLC's conduct.

25 72. SIGNORE was harmed by DEFY MEDIA's actions done against SIGNORE's interest because  
26 he lost his ownership interest in the partnership.

27 73. DEFY MEDIA, LLC's conduct was a substantial factor, if not the only factor, in causing  
28 SIGNORE's harm.

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**SECOND CAUSE OF ACTION**

(Breach of Contract)  
(Against All Defendants)

74. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the same force and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

75. On March 17, 2017 Plaintiff and DEFY MEDIA, LLC entered into an employment contract in which DEFY MEDIA, LLC exercised its option to extend the employment agreement between DEFY MEDIA, LLC and Plaintiff for another year, to March 17, 2018.

76. At all times during his employment with DEFY MEDIA, LLC, Plaintiff substantially performed all of his job duties.

77. DEFY MEDIA, LLC breached the employment contract by discharging Plaintiff before the end of the term of the contract.

78. As a result of the premature termination, made without cause, Plaintiff has suffered extensive economic and emotional damages.

**THIRD CAUSE OF ACTION**

(Breach of Implied Covenant of Fair Dealing and Practices)  
(Against All Defendants)

79. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the same force and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 67, and each and every part thereof with the same force and effect as though fully set forth herein.

80. Plaintiff and DEFY MEDIA, LLC were engaged in an employment agreement.

81. At all times during his employment with DEFY MEDIA, LLC Plaintiff substantially performed his job duties.

82. DEFY MEDIA, LLC terminated Plaintiff's employment without cause.

83. DEFY MEDIA, LLC divested Plaintiff from all of his ownership interest in DEFY MEDIA, LLC, both vested and unvested shares.

1 84. In divesting Plaintiff of all of his ownership interest, DEFY MEDIA, LLC willfully and  
2 intentionally did so without conducting a reasonable investigation of the allegations lodged against  
3 Plaintiff.

4 85. DEFY MEDIA, LLC also failed to comply with formal procedures required for divesting an  
5 LLC partner of its membership interest.

6 86. DEFY MEDIA, LLC's conduct was a failure to act fairly and in good faith.

7 87. As a result of DEFY MEDIA, LLC's bad faith actions, Plaintiff has suffered incalculable  
8 economic damages, including lost wages and lost future earnings.

9 **FOURTH CAUSE OF ACTION**

10 (Intentional Interference with Prospective Economic Relations)  
11 (Against All Defendants)

12 88. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the same force  
13 and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by reference the  
14 allegations contained in paragraphs 1 through 76, and each and every part thereof with the same force  
15 and effect as though fully set forth herein.

16 89. In addition to the vast amount of highly popular content SIGNORE developed for DEFY,  
17 SIGNORE also developed projects independent of his employment at and partnership with DEFY.

18 90. DEFY was aware of these other projects, as they were protected and deemed the sole property  
19 of SIGNORE in the employment agreement between DEFY and SIGNORE.

20 91. Upon information and belief, DEFY also knew that SIGNORE was or intended on developing  
21 additional projects independent of DEFY.

22 92. The employment agreements between SIGNORE and both Break Media and DEFY  
23 acknowledged and permitted SIGNORE's development of his own projects, independent of his  
24 employment with either company, including YouTube channels "SecretSauceTV" and "GMZShow"  
25 and a feature length horror/comedy film.

26 93. DEFY engaged in defamatory acts against SIGNORE when they falsely declared on social  
27 media platforms that SIGNORE had engaged in acts of sexual abuse, and had been terminated because  
28 of those acts.

1 94. DEFY further defamed SIGNORE when they produced and published a video of other DEFY  
2 employees discussing the allegations against SIGNORE, presenting them as facts and accusing  
3 SIGNORE of betraying the trust of every fan of *Screen Junkies*.

4 95. As a result of their decision to terminate SIGNORE's employment and strip him of his  
5 membership interest, DEFY knew or reasonably should have known that SIGNORE would seek  
6 employment elsewhere in his industry.

7 96. By engaging in such defamatory acts against SIGNORE, DEFY intended to disrupt the  
8 relationships between SIGNORE, his creative partners, and any other potential employers, or knew  
9 that disruption was substantially certain to occur.

10 97. As a result of DEFY's defamatory remarks against him, SIGNORE has been unable to secure  
11 employment in his field.

12 **FIFTH CAUSE OF ACTION**

13 (Negligent Interference with Prospective Economic Relations)

14 (Against All Defendants)

15 98. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the same force  
16 and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by reference the  
17 allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force  
18 and effect as though fully set forth herein.

19 99. DEFY knew or reasonably should have known that SIGNORE would seek employment in  
20 Hollywood after his sudden termination at DEFY.

21 100. In the height of the #MeToo movement and amidst a bevy of high-profile firings of  
22 actors, producers, and other individuals in the entertainment industry, DEFY knew or reasonably  
23 should have known that SIGNORE's ability to secure employment in his field of work after being  
24 accused of sexual abuse would be disrupted.

25 101. As a result of DEFY's defamatory remarks against him, SIGNORE has been unable to  
26 secure employment in his field of work.

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**SIXTH CAUSE OF ACTION**

(Nonpayment of Wages in Violation of California Labor Code §§ 200, 201, 218)  
(Against All Defendants)

102. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the same force and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

103. At all times relevant hereto, Plaintiff was eligible for payment of a contractual bonus referred to in his employment agreement as the "Subscription Bonus." In other words, he was entitled to payment of "wages" within the meaning of California Labor Code sections 200 and 201.

104. Plaintiff was not paid his earned bonus, or a pro-rate share of the earned bonus, as applicable.

105. Pursuant to California Labor Code section 218, Plaintiff is entitled to recover earned wages.

106. Pursuant to California Labor Code section 218.5, Plaintiff is entitled to recover unpaid compensation, as well as interest, costs, and attorneys' fees.

**SEVENTH CAUSE OF ACTION**

(Violation of California Labor Code §§ 201, 202 and 203)  
(Against All Defendants)

107. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the same force and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

108. At all relevant times herein set forth, California Labor Code sections 201, 202 and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.



1 117. Defendants failed to provide Plaintiff with complete and accurate wage statements. The  
2 deficiencies include, but are not limited to, failure to include paid time earned, total number of hours  
3 worked by Plaintiff, gross wages earned, and all applicable hourly rates in effect during the pay period  
4 and corresponding number of hours worked at each hourly rate by the employee.

5 118. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff  
6 has suffered injuries and damages to his statutorily-protected rights.

7 119. More specifically, Plaintiff has been injured by Defendants' intentional and willful  
8 violation of California Labor Code section 226(a) because he was denied both his legal right to receive,  
9 and his protected interest in receiving, accurate and itemized wage statements pursuant to California  
10 Labor Code section 226(a).

11 120. Plaintiff is entitled to recover from Defendants the greater of his actual damages caused  
12 by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty  
13 not exceeding four thousand dollars.

14 121. Plaintiff is also entitled to injunctive relief to ensure compliance with this section,  
15 pursuant to California Labor Code section 226(h), and is therefore entitled to attorneys' fees and costs.

16 122. California Labor Code section 1198.5 provides that an "employer shall make the  
17 contents of those personnel records available for inspection to the current or former employee, or his  
18 or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar  
19 days from the date the employer receives a written request, unless the current or former employee, or  
20 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to  
21 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employee's  
22 receipt of the written request."

23 123. Plaintiff made a written request for his personnel records within the meaning of  
24 California Labor Code sections 432 and 1198.5.

25 124. Upon information and belief, the written request was received by DEFY.

26 125. DEFY failed to produce ANY document evidencing complaints of alleged sexual  
27 harassment, any evidence of any investigation despite alleged misconduct being sole cause of  
28

1 termination for cause. As such, either evidence does not exist or DEFY willfully refused to comply  
2 with Labor Code section 1198.5.

3 126. California Labor Code section 1198.5(k) provides that “If an employer fails to permit  
4 a... former employee, or his... representative, to inspect or copy personnel records within the times  
5 specified in this section, or times agreed to by mutual agreement as provided in this section, the...  
6 former employee... recover a penalty of seven hundred fifty dollars (\$750) from the employer.”

7 127. Under California Labor Code section 1198.5(1) a “... former employee may also bring  
8 an action for injunctive relief to obtain compliance with this section, and may recover costs and  
9 reasonable attorney's fees in such an action.”

10  
11 **NINTH CAUSE OF ACTION**  
12 (Intentional Misrepresentation)  
13 (Against All Defendants)

14 128. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the  
15 same force and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by  
16 reference the allegations contained in paragraphs 1 through 121, and each and every part thereof with  
17 the same force and effect as though fully set forth herein.

18 129. DEFY MEDIA, LLC represented to SIGNORE that the MIP units were “points” rather  
19 than membership interest in the LLC

20 130. DEFY MEDIA, LLC, having access to its own partnership agreement, books, and  
21 records, knew that its representation that MIP units was something other than membership in the  
22 partnership was false.

23 131. DEFY MEDIA, LLC intended that SIGNORE would rely on their representation of the  
24 value and function of the MIP units.

25 132. DEFY MEDIA, LLC’s intentional misrepresentation was an attempt to abscond  
26 partnership dissolution requirements.

27 133. Plaintiff reasonably relied on DEFY’s intentionally misleading misrepresentation.  
28



1 reference the allegations contained in paragraphs 1 through 136, and each and every part thereof with  
2 the same force and effect as though fully set forth herein.

3 144. DEFY MEDIA, LLC repeatedly posted public social media posts and announcements  
4 about SIGNORE, accusing him of sexual harassment, sexual abuse, sexual assault, and rape.

5 145. As SIGNORE is a public figure with a large fanbase.

6 146. DEFY MEDIA, LLC's posts named SIGNORE specifically in their posts.

7 147. There was no ambiguity to whom DEFY MEDIA, LLC was making these allegations.

8 148. A reasonable person would understand DEFY MEDIA, LLC's statements to mean that  
9 DEFY MEDIA, LLC was accusing SIGNORE of committing violent sexual crimes against multiple  
10 women.

11 149. Before making these public announcements, SIGNORE had already informed DEFY  
12 MEDIA, LLC that the accusations levied against him were false, and promised to provide evidence to  
13 support his claims.

14 150. Upon information and belief DEFY MEDIA, LLC did not undertake an appropriate  
15 investigation of the accusations against SIGNORE, and therefore knew, or reasonably should have  
16 known, that the accusations were false.

17 151. The announcements made by DEFY MEDIA, LLC have harmed SIGNORE's  
18 reputation both personally and professionally. They have brought shame, mortification, and hurt  
19 feelings to SIGNORE and his loved ones. They have also destroyed his professional reputation,  
20 rendering him virtually unemployable.

21 **THIRTEENTH CAUSE OF ACTION**  
22 (Intentional Infliction of Emotional Distress)  
23 (Against All Defendants)

24 152. Plaintiff incorporates herein by reference all Paragraphs in this Complaint with the  
25 same force and effect as though fully set forth herein, or in alternative, Plaintiff incorporates by  
26 reference the allegations contained in paragraphs 1 through 145, and each and every part thereof with  
27 the same force and effect as though fully set forth herein.  
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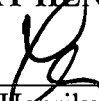


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- 4. For costs of suit incurred herein;
- 5. For attorney's fees and costs, to the extent permitted by law; and
- 6. For such other and further relief as the Court deems just and proper.

DATED: August 20, 2018

**McMURRAY HENRIKS, LLP**

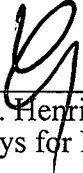
By:   
 Yana G. Henriks, Esq.  
 Attorneys for Plaintiff, ANDY SIGNORE

**DEMAND FOR JURY TRIAL**

PLAINTIFF TRACIE LYNN CARR hereby demands a trial by jury on all causes of action.

DATED: August 20, 2018

**McMURRAY HENRIKS, LLP**

By:   
 Yana G. Henriks, Esq.  
 Attorneys for Plaintiff, ANDY SIGNORE

**McMURRAY HENRIKS, LLP**  
5670 Wilshire Blvd., Suite 1450  
Los Angeles, California 90036

810272780  
08/22/2018

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Yana G. Henriks, Esq. (SBN: 250638)  
McMURRAY HENRIKS LLP  
5670 Wilshire Blvd., Ste. 1450  
Los Angeles, CA 90036  
TELEPHONE NO.: (323) 931-6200 FAX NO.: (323) 931-9521  
ATTORNEY FOR (Name): Plaintiff, Andy Signore

FOR COURT USE ONLY  
**FILED**  
Superior Court of California  
County of Los Angeles  
AUG 21 2018  
Deputy Clerk of Court  
Christina Robinson

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 N. Hill Street  
MAILING ADDRESS: Same As Above  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:  
Andy Signore v. Defy Media, LLC, et al.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)  
**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
**BC 7 18777**  
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:
- |   |   |  |
|---|---|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)  | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)   | <b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)   | <b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)  |
| <b>Non-PI/PD/WD (Other) Tort</b><br><input checked="" type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) | <b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)  | <b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)  |
| <b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15)   | <b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39)  | <b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><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.  Large number of separately represented parties      d.  Large number of witnesses  
b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve      e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c.  Substantial amount of documentary evidence      f.  Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a.  monetary      b.  nonmonetary; declaratory or injunctive relief      c.  punitive
4. Number of causes of action (specify):
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: August 20, 2018  
Yana G. Henriks, Esq.

(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.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property  
Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/  
Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care  
Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip  
and fall)  
Intentional Bodily Injury/PD/WD  
(e.g., assault, vandalism)  
Intentional Infliction of  
Emotional Distress  
Negligent Infliction of  
Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business  
Practice (07)  
Civil Rights (e.g., discrimination,  
false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel)  
(13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice  
(*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/  
Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open  
book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections  
Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse  
Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court  
Case Matter  
Writ—Other Limited Court Case  
Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims  
(*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of  
County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award  
(*not unpaid taxes*)  
Petition/Certification of Entry of  
Judgment on Unpaid Taxes  
Other Enforcement of Judgment  
Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint  
Case (*non-tort/non-complex*)  
Other Civil Complaint  
(*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate  
Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult  
Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late  
Claim  
Other Civil Petition

08/27/2018

SHORT TITLE:

ANDY SIGNORE v. DEFY MEDIA, LLC et al.

CASE NUMBER

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

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE:

ANDY SIGNORE v. DEFY MEDIA, LLC.et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	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	1, 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) <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 <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11,
	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, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation : Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	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)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

08/22/2019

SHORT TITLE:

ANDY SIGNORE v. DEFY MEDIA, LLC.et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	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	
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	2, 5, 11
		<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
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	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	
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	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/Change of Gender	2, 7
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2, 3, 8	
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9	

08/22/2019


SHORT TITLE: ANDY SIGNORE v. DEFY MEDIA, LLC.et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" 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. <input checked="" type="checkbox"/> 11.			<b>ADDRESS:</b> 5757 Wilshire Blvd.
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90036	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Stanley Mosk Courthouse District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: August 20, 2018

  
 \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

08/22/2018