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**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court  
MAR 24 2003  
John A. Clarke, Executive Officer/Clerk  
By B. Geter, Deputy

**FILED**  
LOS ANGELES SUPERIOR COURT  
MAR 24 2003  
JOHN A. CLARKE, CLERK

10 SUPERIOR COURT OF CALIFORNIA  
11 COUNTY OF LOS ANGELES  
12 James A. Basore

13 OVS, INC., a California  
14 corporation; and CHURCHILL  
15 REINSURANCE, LTD., a Nevias  
16 corporation;  
17 Plaintiffs,  
18 v.  
19 BRIGHTON OPPORTUNITY FUND, a  
20 California limited partnership;  
21 BRIGHTON ADVISORS, LLC, a  
22 California limited liability  
23 company; CENTURY FINANCIAL  
24 ADVISORS, INC., a California  
25 corporation; CENTURY FINANCIAL  
26 PARTNERS, INC., a California  
27 corporation; DAVID F.  
28 FIRESTONE, an individual;  
MA JUEL P. GLAZE, an individual;  
TINO ONGGARA, an individual;  
JAMES CHEN, an individual;  
RUSSELL L. ARMSTRONG, an  
individual; ANDY DUBE, an  
individual; ARMSTRONG FAMILY  
TRUST, aka BRENTWOOD MEDICAL  
TRUST, a trust; MOHAMMED HADID,  
an individual; and DOES 1  
through 500, inclusive;  
Defendants.

Case No. **SC076475**  
COMPLAINT FOR SECURITIES  
FRAUD; MISREPRESENTATION;  
CONSTRUCTIVE FRAUD/BREACH OF  
FIDUCIARY DUTY; IMPOSITION  
OF CONSTRUCTIVE TRUST; RICO;  
UNFAIR BUSINESS PRACTICES;  
FRAUDULENT CONVEYANCE; CIVIL  
CONSPIRACY

JURY TRIAL DEMANDED

**AUG 25 2003**  
Case Management Conference Set  
1725 Main St. Santa Monica Dept. N  
Time 9:00 AM

*Handwritten:*  
AUG 25  
2003  
90067

1 Plaintiffs OVS, Inc. and Churchill Reinsurance, Ltd., by their  
2 attorneys, hereby allege as follows:

3 1. At all times relevant hereto, plaintiff OVS, Inc. ("OVS")  
4 is and has been a California corporation headquartered in this  
5 judicial district.

6 2. At all times relevant hereto, plaintiff Churchill  
7 Reinsurance, Ltd. ("Churchill") is and has been a Nevis  
8 corporation.

9 3. Defendant Brighton Opportunity Fund, L.P. ("Brighton  
10 Fund") is a California limited partnership located at 301 N. Canon  
11 Drive, Suite 210, Beverly Hills, California 90210.

12 4. Defendant Brighton Advisors, LLC ("Brighton Advisors") is  
13 a California limited liability company located at 301 N. Canon  
14 Drive, Suite 210, Beverly Hills, California 90210. Brighton  
15 Advisors acts as the general partner of and fund manager for  
16 Brighton Fund pursuant to an Investment Advisors Agreement dated  
17 December 7, 2000.

18 5. Defendant Century Financial Advisors, Inc. ("Century  
19 Financial Advisors") is a California corporation located at 1801  
20 Century Park East, Suite 1225, Los Angeles, California 90067.

21 6. Defendant Century Financial Partners, Inc. ("Century  
22 Financial Partners") is a California corporation located at 1801  
23 Century Park East, Suite 1225, Los Angeles, California 90067.

24 7. On information and belief, Defendant David F. Firestone  
25 ("Firestone") is an individual residing in Orange County, State of  
26 California. Firestone previously acted as the manager of both  
27 Brighton Fund and Brighton Advisors.

28 8. On information and belief, Defendant Tisno Onggara

1 ("Oggara") is an individual residing in the County of Los Angeles,  
2 State of California.

3 9. On information and belief, defendant Manuel P. Glaze  
4 ("Glaze") is an individual residing in the Province of Ontario,  
5 Canada who is and has been transacting business within the County  
6 of Los Angeles.

7 10. On information and belief, defendant Russell L. Armstrong  
8 ("Armstrong") is an individual residing in the County of Los  
9 Angeles, State of California. Armstrong is a convicted felon.

10 11. On information and belief, Defendant Andy Dube ("Dube")  
11 is an individual residing in the County of Los Angeles, State of  
12 California.

13 12. On information and belief, Defendant Jacques Chen  
14 ("Chen") is an individual residing in the County of Los Angeles,  
15 State of California who shares office space with Armstrong, Century  
16 Financial Advisors, and Century Financial Partners. Chen is, and  
17 at all times relevant hereto has been, an attorney licensed by the  
18 State of California. However, on information and belief, Chen was  
19 suspended from the California State Bar for dishonesty in 1991.  
20 Chen is and has been an a business advisor to and an attorney for  
21 Armstrong, Brighton Fund and Brighton Advisors, as well as the  
22 registered agent of Century Financial Advisors and Century  
23 Financial Partners.

24 13. On information and belief, Defendant Armstrong Family  
25 Trust is a trust owned or controlled by Armstrong. On further  
26 information and belief, Armstrong Family Trust was formerly known  
27 as or is otherwise related to Brentwood Family Trust / Brentwood  
28 Medical Trust.

1           14. The founding members and managers of Brighton Advisors  
2 were Firestone, Onggara, and Glaze. On information and belief,  
3 Armstrong has at all times relevant hereto acted as a control  
4 person and de facto manager of Brighton Fund and Brighton Advisors,  
5 including executing documents on behalf of Glaze relating to  
6 Brighton Advisors and Brighton Fund.

7           15. On information and belief, Dube has also signed documents  
8 and checks on behalf of Brighton Advisors and/or Brighton Fund and  
9 has represented himself as being a member thereof.

10           16. On information and belief, defendant Mohammed Hadid  
11 ("Hadid") is an individual residing in the County of Los Angeles,  
12 State of California. On further information and belief, Hadid  
13 controls various entities involved in the wrongdoing described in  
14 this complaint.

15           17. At some or all of the times relevant to the events  
16 complained of, defendants Firestone and Onggara have been  
17 registered investment advisors who conducted transactions with  
18 plaintiffs and other persons within the County of Los Angeles,  
19 State of California.

20           18. Both Firestone and Onggara have acted as investment  
21 advisors for Brighton Fund. Firestone acted as the investment  
22 advisor for the fund from its inception until April 15, 2002.  
23 Onggara acted as investment advisor from April 16, 2002 through  
24 July 24, 2002. As investment advisors, Firestone and Onggara had a  
25 legal duty to carefully supervise the activities of Brighton Fund  
26 and to make prudent investment decisions.

27           19. The true names and capacities, whether individual,  
28 corporate, associate or other, of the defendants sued herein as

1 Does 1 through 500, inclusive, are unknown to plaintiffs, who sue  
2 said defendants by such fictitious names. When the true names and  
3 capacities of such defendants are ascertained, plaintiffs shall  
4 amend this complaint to insert the same. Plaintiffs are informed  
5 and believe, and based thereon allege, that each such fictitiously  
6 named defendant is responsible for the acts and omissions alleged  
7 herein.

8 20. On information and belief, the defendants, and each of  
9 them, were acting on their own behalf and as the agents, servants,  
10 partners, joint venturers, conspirators, and/or employees of each  
11 other, and within the scope of said agency, authority and  
12 employment.

13 21. At all relevant times, Tony Vinatieri ("Vinatieri") was  
14 an authorized agent of OVS and Churchill. Vinatieri met Armstrong  
15 in December 2000. Armstrong represented to Vinatieri that he was  
16 the President of highly successful venture capital funds called  
17 Century Financial Advisors and Century Financial Partners.  
18 Armstrong stated that he was in the process of forming a hedge fund  
19 that would focus on making private investments in public companies  
20 (sometimes known as "PIPE" investments) whereby the hedge fund  
21 would make short term loans to small publicly traded corporations  
22 in exchange for notes plus freely tradable shares of the borrower.  
23 Vinatieri expressed interest in participating in the hedge fund.

24 22. Shortly thereafter Armstrong provided Vinatieri with  
25 information about investing in Brighton Fund. When Vinatieri  
26 inquired as to why Armstrong was not listed as a partner or manager  
27 on the Brighton Fund documents, Armstrong stated that he had  
28 brought in a prominent hedge fund manager named David Firestone to

1 act as the fund's investment advisor and Andy Dube to act as  
2 administrator. On information and belief, Armstrong's statements  
3 about Firestone were false. Unknown to plaintiffs and Vinatieri,  
4 the true facts were that Firestone and Dube were existing  
5 employees/associates of Century Financial Advisors and/or Century  
6 Financial Partners who had little or no prior experience running a  
7 hedge fund and Firestone was listed as the investment advisor for  
8 Brighton Fund because Armstrong was a convicted felon who was  
9 barred from having an investment advisor's license.

10 23. Plaintiffs Churchill and OVS became limited partners of  
11 Brighton Fund on or about February 15, 2001 pursuant to a written  
12 limited partnership agreement. The total amount invested by OVS  
13 was \$300,000. The amount invested by Churchill was \$700,000.

14 24. Shortly prior to making their original investments in  
15 Brighton Fund, Churchill and OVS were given a private placement  
16 memorandum dated December 7, 2000 concerning the proposed  
17 investment in Brighton Fund. The private placement memorandum did  
18 not disclose that Brighton Fund intended to engage in fraudulent  
19 self-dealing, including paying excessive and unjustified fees to  
20 entities controlled by or related to the various named defendants.  
21 The private placement memorandum did not disclose the planned  
22 extensive involvement of Armstrong in Brighton Fund, Firestone's  
23 lack of qualifications to be a hedge fund manager, or the fact that  
24 Armstrong is a convicted felon. Plaintiffs had no knowledge of  
25 these misrepresentations and concealments when they made their  
26 investments in Brighton Fund.

27 25. Defendants Brighton Fund, Brighton Advisors, Firestone,  
28 Ongarra, Glaze, Armstrong, Dube, and Does 1 through 50 consistently

1 informed plaintiffs orally and in writing throughout 2001 and early  
2 2002 that Brighton Fund was doing well and that Brighton Fund's  
3 investments had appreciated in value.

4 26. On information and belief, the defendants' oral and  
5 written representations about the supposedly positive performance of  
6 Brighton Fund were intentionally and materially false and  
7 misleading. The true facts were that the defendants were engaged in  
8 a scheme to loot and divert the fund's assets to themselves and/or  
9 to entities and individuals affiliated with or controlled by the  
10 defendants. Such acts of self-dealing and improper conduct include,  
11 but are not limited to, the making of phony investments in shell  
12 companies owned by, controlled by, or affiliated with, the  
13 defendants; payment of unjustified and excessive fees; transfers of  
14 funds for little or no consideration; and payment of expenses  
15 unrelated to the operation of Brighton Fund. Some of the improper  
16 diversions of funds were accomplished through the laundering of  
17 monies belonging to Brighton Fund through wire transfers made to  
18 Chen's trust account. Such transfers and payments eventually  
19 depleted virtually all of the assets of Brighton Fund.

20 27. On information and belief, the wrongful transfers of funds  
21 belonging to Brighton Fund include, but are not limited to, the  
22 following:

23 A. Transfer of funds belonging to Brighton Fund to a company  
24 known as Lumilite in return for approximately 6,250,000 shares of  
25 Lumilite stock. Only a small amount of the Lumilite shares were  
26 actually issued to Brighton Fund. The vast majority of the  
27 6,250,000 shares were instead placed in the names of the defendants  
28 or persons and entities owned, controlled by, or affiliated with

1 Armstrong, Armstrong's two sons, Glaze, Firestone, Dube, Century  
2 Financial Advisors, Century Financial Partners, Chen, and Brentwood  
3 Medical Trust.

4 B. Payment of \$3,512.73 (check 1019) to reimburse Dube for  
5 "expenses" related to traveling to Las Vegas, paying for a penthouse  
6 hotel suite in Las Vegas for Firestone and Dube, and payments to a  
7 non-business related party in Las Vegas for the personal benefit of  
8 Firestone and Dube;

9 C. Payment of undisclosed, improper, and excessive finder's  
10 fee, and other fees to Century Financial Advisors, Century Financial  
11 Partners, Firestone, Dube, and other defendants (including a  
12 \$100,000 "commitment fee" paid to Century Financial Advisors and  
13 Century Financial Partners on a deal known as Cbcom, a \$5,750 fee  
14 paid to Firestone as a "miracle fee" on March 7, 2002 (check 1204),  
15 a \$5,750 fee paid to Dube on March 7, 2002 (check 1205), a \$7,500  
16 finder's fee paid for the benefit of Dube on February 27, 2002  
17 (check 1190), and a \$7,500 fee paid to Firestone on February 27,  
18 2002 as an "ITGI finder's fee" (check 1189);

19 D. Payment of phony legal fees and phony retainers to Chen  
20 and phony transfers of funds to Chen's trust account, which monies  
21 were then diverted to Armstrong, Century Financial Advisors, Century  
22 Financial Partners, or other complicit entities. Such transfers  
23 include the following payments to Chen's trust account: \$3,200 on  
24 June 21, 2001 (check 1022), \$160,000 on December 20, 2001 (check  
25 1142), \$50,000 on February 18, 2002 (check no. 1186 with a notation  
26 of "escrow finders fee ITGI"), \$1,000 on March 21, 2002 (check  
27 1217), \$275,030 on May 8, 2002 (check 1277), and \$16,030 on May 8,  
28 2002 (check 1278);



1 F. Payment of phony "profit participation" fees to Hadid  
2 and/or companies controlled by Hadid and to other persons and  
3 entities affiliated with the defendants;

4 G. Payment of expenses related to a separate entity known as  
5 Mediator Fund operated by Firestone, Dube, Ongarra, and other  
6 persons; and

7 H. Phony wire transfers of funds to one or more Australian  
8 entities.

9 28. Upon further information and belief, Brighton Fund's books  
10 and records were falsified to reflect the value of its holdings at  
11 artificially inflated prices for the purpose of concealing the  
12 defendants' misconduct.

13 29. Upon further information and belief, defendants Armstrong,  
14 Glase, Firestone, Ongarra, Dube, Chen, Century Financial Advisors,  
15 Century Financial Partners, Does 1 through 250 and possibly other  
16 defendants frequently arranged side deals -- sometimes styled as  
17 "commitment fees" or other fees -- whereby said defendants would  
18 agree to have Brighton Fund loan money to or invest in a particular  
19 business in return for payment of monies to, issuance of shares to,  
20 or other financial consideration to be received by themselves  
21 individually. The existence of these side deals was concealed from  
22 plaintiffs and the other limited partners of Brighton Fund. The  
23 value of such hidden consideration rightfully belonged to Brighton  
24 Fund.

25 30. On April 16, 2002, defendants Brighton Fund and Armstrong  
26 promised plaintiffs that their limited partnership capital accounts  
27 in Brighton Fund would be redeemed by April 28, 2002. Churchill  
28 was promised that it would receive a \$400,000 cash redemption plus

1 an additional \$20,825 for a stock transaction shortage. OVS was  
2 promised that it would receive \$20,825 for a similar stock  
3 transaction shortage.

4 31. The April 28, 2002 date passed without the promised  
5 payments having been received by plaintiffs.

6 32. On May 1, 2002, plaintiffs' agent, Vinatieri, received a  
7 letter from Onggara reciting that Churchill and OVS would receive  
8 the promised return of their funds within the next three weeks.  
9 This date passed without payment having been received by  
10 plaintiffs.

11 33. To date, the plaintiffs have not received any of the  
12 promised monies. On information and belief, substantially all of  
13 the funds of Brighton Fund have been dissipated as a result of the  
14 wrongful acts of the defendants.

15 FIRST CLAIM FOR RELIEF

16 (Violation of California Securities Laws,  
17 Cal. Corp. Code § 25401 By Both Plaintiffs Against Brighton Fund,  
18 Brighton Advisors, Firestone, Dube, Chen, Onggara, Glaze,  
19 Armstrong, Century Financial Partners, Century Financial Advisors,  
20 and Does 1 through 250)

21 34. Plaintiffs reallege and incorporate by reference the  
22 allegations of paragraphs 1 through 33.

23 35. Section 25401 of the California Securities Law makes it  
24 unlawful for any person to offer to sell or sell a security in this  
25 state by means of any written or oral communication which includes  
26 an untrue statement of a material fact or which omits to state a  
27 material fact necessary to make the statements, in light of the  
28 circumstances under which they were made, not misleading.

1           36. Defendants Brighton Fund, Brighton Advisors, Firestone,  
2 Duke, Onggara, Glaze, Armstrong, and Does 1 through 50 each offered  
3 to sell or sold securities to plaintiffs, directly or indirectly,  
4 by means of oral and/or written communications which included  
5 knowingly untrue statements of material fact or omitted to state  
6 material facts necessary to make the statements, in light of the  
7 circumstances under which they were made, not misleading. On  
8 information and belief, defendants Century Financial Advisors,  
9 Century Financial Partners, Chen and Does 51 through 250 knowingly  
10 participated in the security laws violations and misconduct of the  
11 issuer as alleged herein, or are persons who directly benefited  
12 from the sales or who controlled the persons who directly benefited  
13 from the sales, or who gave substantial assistance towards  
14 effecting the sales.

15           37. Section 25501 of the California Securities Law makes any  
16 person who offers to sell or sells a security through the use of  
17 untrue statements of material fact, or omissions to state material  
18 facts, liable to any person who acquires the securities.  
19 Defendants Brighton Fund, Brighton Advisors, Firestone, Dube,  
20 Onggara, Glaze, Armstrong, Chen, Century Financial Partners,  
21 Century Financial Advisors, and Does 1 through 250 each offered to  
22 sell or sold the securities in question, materially aided and/or  
23 abetted the sales, were principals or agents to the persons  
24 offering to sell or selling the securities, or are persons who  
25 directly benefited from the sales of the limited partnership  
26 interests, controlled the persons who directly benefited from the  
27 sales, or gave substantial or material assistance toward effecting  
28 the sales.

1           38.    Said defendants knew, or reasonably should have known,  
2    that plaintiffs would rely upon and be misled by their  
3    misstatements and omissions concerning the limited partnership  
4    offering.

5           39.    Plaintiffs were unaware of said defendants'  
6    misrepresentations and omissions and relied on such representations  
7    to their detriment in authorizing and/or approving purchases of the  
8    limited partnership interests.  If plaintiffs had known that the  
9    purpose of the fund was to operate as a vehicle to engage in self-  
10   dealing and theft of the limited partners' investments or that  
11   Armstrong was a convicted felon, plaintiffs would not have invested  
12   in Brighton Fund.

13           40.    Plaintiffs did not begin to suspect that they had been  
14    victims of the misrepresentations and material omissions made by  
15    said defendants until on or after March 26, 2002.  Plaintiffs  
16    thereafter began to look into the financial activities and affairs  
17    of Brighton Fund.  Plaintiffs eventually obtained copies of  
18    documents confirming their suspicions that the defendants had  
19    engaged in improper and fraudulent conduct in or about early 2003,  
20    at which time they discovered the defendants' fraud and misconduct.  
21    The defendants' misconduct involves a complicated series of  
22    transactions, shell corporations, and phony bookkeeping entries and  
23    the full amount of plaintiffs' loss has not yet been ascertained.

24           41.    As a direct result of said defendants' violations of the  
25    California Securities Laws, plaintiff Churchill has been damaged in  
26    the sum of at least \$420,825.00, and plaintiff OVS has been damaged  
27    in the sum of at least \$20,825.00.

1  
2 SECOND CLAIM FOR RELIEF

3 (Fraud - Misrepresentation and Suppression  
4 of Fact re Sale of Securities Against Brighton Fund, Brighton  
5 Advisors, Firestone, Dube, Chen, Onggara, Glaze, Armstrong, Century  
6 Financial Partners, Century Financial Advisors, and Does 1 through,

7 50)

8 42. Plaintiffs reallege and incorporate by reference the  
9 allegations of paragraphs 1 through 41.

10 43. Defendants Brighton Fund, Brighton Advisors, Firestone,  
11 Duke, Chen, Onggara, Glaze, Armstrong, and Does 1 through 50, and  
12 each of them, made material misrepresentations of fact to  
13 plaintiffs and/or omitted to state material facts regarding the  
14 proposed investment in Brighton Fund, as set forth above.  
15 Defendants Chen, Century Financial Partners, Century Financial  
16 Advisors, and Does 51 through 250 were at all times relevant hereto  
17 participants in the scheme to defraud plaintiffs.

18 44. Said defendants knowingly and/or recklessly made such  
19 misrepresentations and concealments with the intention to deceive  
20 plaintiffs in order to induce investment of funds by plaintiffs  
21 into Brighton Fund. These defendants were, or reasonably should  
22 have been, aware of the falsity and misleading nature of their  
23 statements.

24 45. Plaintiffs reasonably relied on the defendants'  
25 misstatements to their detriment. If plaintiffs had known the true  
26 facts, they would not have invested in Brighton Fund.

27 46. As a direct result of said defendants' acts of fraud,  
28 plaintiff Churchill has been damaged in the sum of at least  
\$420,325.00, and plaintiff OVS has been damaged in the sum of at

1 least \$20,825.00.

2 47. The conduct of these defendants and each of them was  
3 willful, fraudulent, malicious, and oppressive. As a result,  
4 plaintiffs are entitled to an award of punitive damages.

5 THIRD CLAIM FOR RELIEF

6 (Constructive Fraud/Breach of Fiduciary Duty By Both Plaintiffs  
7 Against Brighton Fund, Brighton Advisors, Firestone, Onggara,  
8 Glaze, Armstrong, Dube, Chen, and Does 1 through 100)

9 48. Plaintiffs reallege and incorporate by reference the  
10 allegations of paragraphs 1 through 47.

11 49. At all times relevant hereto, defendants Brighton Fund,  
12 Brighton Advisors, Firestone, Onggara, Glaze, Armstrong, Dube,  
13 Chen and Does 1 through 100 had a fiduciary duty to act in the  
14 best interest of and to prudently manage, direct, or assist with  
15 the affairs of Brighton Fund and to protect the interests of  
16 plaintiffs and the other limited partners.

17 50. These defendants were promoters, insiders, and/or  
18 sellers of limited partnership interests, and plaintiffs were  
19 prospective and actual purchasers of those interests. Defendants  
20 also agreed to hold, and in fact held, plaintiffs' funds in trust  
21 for a special and limited purpose as alleged above.

22 51. Said defendants committed fraud and deceit and breached  
23 their fiduciary duties to plaintiffs by engaging in the conduct  
24 that this complaint alleges.

25 52. As a direct result of said defendants' acts of fraud,  
26 deceit, and breach of fiduciary duty, plaintiff Churchill has been  
27 damaged in the sum of at least \$420,825.00, and plaintiff OVS has  
28 been damaged in the sum of at least \$20,825.00.

1 53. The conduct of these defendants and each of them was  
2 willful, fraudulent, malicious, and oppressive. As a result,  
3 plaintiffs are entitled to an award of punitive damages. In  
4 addition, plaintiffs are entitled to recover compound interest  
5 based on the defendants' breach of fiduciary duty.

6 FOURTH CLAIM FOR RELIEF

7 Imposition of Constructive Trust By Both Plaintiffs Against All  
8 Defendants)

9 54. Plaintiffs reallege and incorporate by reference the  
10 allegations of paragraphs 1 through 53.

11 55. Defendants and each of them have obtained monies, stock,  
12 and other consideration belonging to plaintiffs as a result of  
13 self-dealing and misappropriation of funds from Brighton Fund.

14 56. The defendants, and each of them, obtained plaintiffs'  
15 money, stock, and other consideration through their participation  
16 in acts of fraud and misrepresentation and/or through breach the  
17 relationship of trust and confidence then existing between them and  
18 plaintiffs. As a result, the defendants hold such misappropriated  
19 funds, stock, and other things of value, plus interest and the  
20 value of any appreciation thereon, as constructive trustees for  
21 plaintiffs' benefit. Plaintiffs are entitled to an accounting by  
22 the defendants and to the imposition of a constructive trust.

23 FIFTH CLAIM FOR RELIEF

24 (RICO By Both Plaintiffs Against All Defendants)

25 57. Plaintiffs reallege and incorporate by reference the  
26 allegations of paragraphs 1 through 56.

27 58. The defendants created and operated an enterprise,  
28 consisting of individuals, partnerships, corporations,

1 associations, or other legal entities or of a union or group of  
2 individuals associated in fact although not a legal entity (within  
3 the meaning of 18 U.S.C. § 1961(4)), that affected interstate or  
4 foreign commerce, including commerce with Canada and Australia. On  
5 information and belief, the defendants were members of an  
6 enterprise that functioned as a continuing unit for a common  
7 economic purpose.

8 59. The defendants were employed by or associated with the,  
9 enterprise and participated, directly or indirectly, in the conduct  
10 of the enterprise's affairs through a pattern of racketeering  
11 activity that involved at least two or more related predicate acts  
12 extending over a substantial period of time that amounted to or  
13 posed a threat of continued criminal activity. Such acts involved,  
14 but are not necessarily limited to, willingly and knowingly  
15 devising a scheme or artifice to defraud, or to obtain money or  
16 property by means of false pretenses, representations, or promises,  
17 use of interstate mails and wires to commit fraud, including  
18 telephone calls, bank wire transfers, and mailings involving Chen,  
19 Glaze, entities in Australia and Canada, and other defendants,  
20 persons, and entities,

21 60. In addition, the defendants have received income that  
22 was derived, directly or indirectly, from a pattern of racketeering  
23 activity in which such defendants participated and have used or  
24 invested, directly or indirectly, at least a part of such income in  
25 the acquisition of an interest in, or the establishment or  
26 operation of, an enterprise that is engaged in, or whose activities  
27 affect, interstate or foreign commerce, in violation of 18 U.S.C. §  
28 1962 (1).



1 61. By reason of and as a direct result of the defendants'  
2 conduct, plaintiffs have sustained injury to their business or  
3 property within the meaning of 18 U.S.C. § 1964(c). Plaintiff  
4 Churchill has been damaged in the sum of at least \$420,825.00, and  
5 plaintiff OVS has been damaged in the sum of at least \$20,825.00.

6 62. Pursuant to statute, plaintiffs are entitled to recover  
7 triple damages and attorneys' fees as a result of the defendants'  
8 misconduct.

9 SIXTH CLAIM FOR RELIEF

10 (Unfair Business Practices By Both Plaintiffs Against All  
11 Defendants)

12 63. Plaintiffs reallege and incorporate herein by reference  
13 the allegations of paragraphs 1 through 62.

14 64. California Business & Professions Code §§ 17200 et seq.  
15 proscribes the commission of any unlawful, unfair or fraudulent  
16 business act or practice. The acts of the defendants as alleged  
17 herein occurred as part of and in connection with the defendants'  
18 regular business practices.

19 65. California Business & Professions Code §§ 17500 et seq.  
20 proscribes the use of any statement concerning a transaction in  
21 real or personal property which is untrue or misleading, or which  
22 the speaker or publisher should know is untrue or misleading.

23 66. The unlawful and unfair acts alleged herein were  
24 committed as part of the defendants' business practices.

25 67. The acts complained of above constitute unlawful, unfair  
26 and fraudulent business practices perpetrated on plaintiffs and  
27 others. As a direct and proximate result of defendants' Business &  
28 Professions Code violations, plaintiff Churchill is entitled to

1 restitution in the sum of at least \$420,825.00, and plaintiff OVS  
2 is entitled to restitution in the sum of at least \$20,825.00.

3 68. Plaintiffs further request the issuance of appropriate  
4 injunctive relief.

5 SEVENTH CAUSE OF ACTION

6 (Fraudulent Conveyance By Both Plaintiffs Against All Defendants)

7 69. Plaintiffs reallege and incorporate by reference the  
8 allegations of paragraphs 1 through 68.

9 70. Plaintiffs are, and at all times relevant hereto have  
10 been limited partners of Brighton Fund.

11 71. Plaintiffs are informed and believe, and thereon allege,  
12 that at various times from approximately February 2001 through  
13 Spring 2002, the assets of Brighton Fund have been transferred and  
14 conveyed by the other defendants either to themselves or to persons  
15 and entities affiliated with such defendants without adequate  
16 consideration through a series of fraudulent conveyances.

17 72. Plaintiffs are informed and believe, and thereon allege,  
18 that these conveyances were made with the intent to hinder, delay,  
19 or defraud plaintiffs.

20 73. Defendants' conduct has resulted in damage to plaintiffs  
21 in that assets have been wrongfully transferred and conveyed such  
22 that Brighton Fund has been left without sufficient funds to redeem  
23 the balance of plaintiffs' limited partnership interests and pay  
24 the balance of the monies owed to plaintiffs.

25 74. As a direct result of said defendants' acts of fraud,  
26 plaintiff Churchill has been damaged in the sum of at least  
27 \$420,825.00, and plaintiff OVS has been damaged in the sum of at  
28 least \$20,825.00.

1 75. As a result of the defendants' fraudulent, oppressive,  
2 and malicious conduct, plaintiffs are entitled to an award of  
3 punitive damages.

4 EIGHTH CAUSE OF ACTION

5 (Civil Conspiracy By Both Plaintiffs Against All Defendants)

6 76. Plaintiffs reallege and incorporate by reference the  
7 allegations of paragraphs 1 through 75.

8 77. As hereinabove alleged, plaintiffs are informed and  
9 believe, and thereon allege, that in and after December 2000, the  
10 defendants and each of them knowingly agreed and willfully  
11 conspired among themselves to organize Brighton Fund and Brighton  
12 Advisors as vehicles to defraud investors and thereafter engaged in  
13 a pattern of conduct that was intended to (and did in fact) result  
14 in the looting of the funds invested in Brighton Fund by plaintiffs  
15 and the other limited partners of Brighton Fund.

16 78. Plaintiffs further allege that as part of the conspiracy,  
17 the defendants agreed to the transfer of certain assets of Brighton  
18 Fund to themselves and/or to affiliated persons and entities.

19 79. As a proximate result of the wrongful acts as alleged  
20 herein, plaintiff Churchill has been damaged in the sum of at least  
21 \$420,825.00, and plaintiff OVS has been damaged in the sum of at  
22 least \$20,825.00.

23 80. As a result of the defendants' fraudulent, oppressive,  
24 and malicious conduct, plaintiffs are entitled to an award of  
25 punitive damages.

26 PRAYER FOR RELIEF

27 WHEREFORE, plaintiffs pray for judgment against defendants as  
28 follows:

1        On The First Cause Of Action

2        1. Damages on behalf of Churchill in the sum of at least  
3        \$40,825.00, and on behalf of plaintiff OVS in the sum of at least  
4        \$20,825.00;

5        On The Second and Third Causes Of Action

6        1. Damages on behalf of Churchill in the sum of at least  
7        \$40,825.00, and on behalf of plaintiff OVS in the sum of at least  
8        \$20,825.00;

9        2. Punitive damages according to proof;

10       On The Fourth Cause Of Action

11       1. For an accounting and for imposition of a constructive  
12       trust; and an order that defendants and each of them hold all ill-  
13       gotten gains and proceeds thereof (plus interest thereon) in trust  
14       for plaintiffs;

15       2. Disgorgement of all such ill-gotten gains and proceeds  
16       thereof;

17       On The Fifth Cause Of Action

18       1. For treble damages according to proof;

19       2. Attorneys' fees and expert witness fees;

20       On The Sixth Cause Of Action

21       1. For restitution on behalf of plaintiff Churchill in the  
22       sum of at least \$40,825.00, and on behalf of plaintiff OVS in the  
23       sum of at least \$20,825.00;

24       2. For orders (a) enjoining and prohibiting defendants and  
25       each of them from engaging in unlawful, unfair and/or fraudulent  
26       business practices relating to the facts of this complaint; and (b)  
27       mandating that they cease the dissemination of false and misleading  
28       statements;

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On The Seventh Cause Of Action

- 1. Damages according to proof;
- 2. Punitive damages according to proof;
- 3. Reconveyance of all improperly obtained property or the proceeds derived therefrom;

On The Eighth Cause Of Action

- 1. Damages on behalf of Churchill in the sum of at least \$420,825.00, and on behalf of plaintiff OVS in the sum of at least \$20,325.00;
- 2. Punitive damages according to proof; and

On Each Cause Of Action

- 1. Interest as permitted by law;
- 2. Costs of suit;
- 3. Such other relief as may be appropriate.

GORMAN & MILLER, P.C.

By *J. Gorman*  
 JOHN C. GORMAN  
 Attorneys for Plaintiffs  
 OVS, Inc. and Churchill  
 Reinsurance, Ltd.

SHORT TITLE: ( VS, et al v. BRIGHTON OPP. FUND, et al

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM  
CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT**

**This form is required in all new civil case filings in the Los Angeles Superior Court**

- I. Check the types of hearing and fill in the estimated length of hearing expected for this case:  
 JURY OR  NON-JURY AND CLASS ACTION?  YES  NO TIME ESTIMATED FOR TRIAL 30  HOURS/  DAYS.

II. Select the correct district (4 steps):

- 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 1, the Civil Case Cover Sheet case type you selected.
- 2 Check the Superior Court type of action in Column 2 which best describes the nature of this case.
- 3 In Column 3 below, circle the reason for your choice of district that applies to the type of action you have checked.

**Applicable Reasons for Choosing District (See Column 3 below)**

1. Class Actions must be filed in Central District.
2. May be filed in Central (Non-PI/PD/Dut-of-county PI/PD)
3. District where cause of action arose
4. District where injury, death or damage occurred.
5. District where performance is expressly required.
6. District where property is located.
7. District where petitioner resides.
8. District where defendant/respondent functions wholly therein.
9. District where one or more of the parties reside.
10. District where Labor Commissioner Office located.

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

-1- Civil Case Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons See Above
Auto Tort Auto (2)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Dam./Wrongful Death Is this an uninsured motorist case? <input type="checkbox"/> Yes <input type="checkbox"/> No	1., 2., 4.
Other PIPD/WD 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	1., 2., 4.
Non-PIP/WD (Other)	Other PIP/WD (23) <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7290 Intentional PIP/WD (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 4.
	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	1., 2., 3.
	Defamation (13) <input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (1) <input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3., 5.
	Intellectual Property (10) <input type="checkbox"/> A6016 Intellectual Property	2., 3.
	Prof. Negligence (25) <input type="checkbox"/> A7240 Other Professional Health Care Malpractice <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3. 1., 2., 3.

902.2(b)(1)(A) (PI) 01  
11.00

**CIVIL CASE COVER SHEET ADDENDUM  
CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT**

LASC Rule 2.0(d)  
Page 1 of 4 pages  
LA-081

SHORT TITLE: OVS, et al v. BRIGHTON OPP. FUND, et al CASE NUMBER

	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons See Above
Employment	Other Non-PI/PD/WD Tort (35)	<input type="checkbox"/> A6025 Other Intentional Tort Complaint (not PI/PD/WD) <input type="checkbox"/> A6026 Other Tort Complaint Case (not intentional or PI/PD/WD)	1., 2., 3. 1., 2., 3.
	Wrongful Termination (35)	<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 (16) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not UD 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., 6. 1., 2., 5.
	Collections (9)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5. 2., 5.
	Insurance Coverage (9)	<input type="checkbox"/> A6016 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (8)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain w. Cond. (1)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2
	Wrongful Eviction (3)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (2)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not em. domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Det.-Comm (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Det.-Resid (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Det.-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration Award (1)	<input type="checkbox"/> A6115 Petition to Compel/Confirm Arbitration	2., 5.

962.2(b)(1)(A) 11/00

CIVIL CASE COVER SHEET ADDENDUM  
CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT

SHORT TITLE: OVS, et al v. BRIGHTON OPP. FUND, et al CASE NUMBER

Judicial Review (continued)  
 Provisionally Complex Litig.  
 Enforcement of Judgment  
 Misc. Civ. Complaints  
 Misc. Civil Petitions

Civil Case Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons See Above
Writ of Habeas Corpus (2)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8. 2. 2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8.
Antitrust/Trade Reg. (13)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1, 2, 3.
Civil, Inv. Mgt & Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort	1, 2, 8.
Securities Litig. (26)	<input checked="" 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 (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 9. 2, 8. 2, 9. 2, 9. 2, 8. 2, 8., 9.
RICO (7)	<input type="checkbox"/> A6033 Racketeering Case	1, 2, 8.
Other Civil Complaints (Not Specific Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8. 2, 8. 1, 2, 8. 1, 2, 8.
Partnership/Corp. Gov. (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8.
Other Civil Petitions (Not Specific Above) (43)	<input type="checkbox"/> A6121 Civil/Workplace Harassment <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. 2, 7. 2, 3, 4, 8. 2, 9.

982.2(b)(1)(A) is R100

CIVIL CASE COVER SHEET ADDENDUM  
 CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT




SHORT TITLE	OVS, et al v. BRIGHTON OPP. FUND, et al	CASE NUMBER
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III. Choose the district: Enter the address of the accident, party residence or place of business, required performance, or other circumstance you have circled in Column 3 as the proper reason for filing in the district you selected.

REASON: CHECK THE NUMBER YOU CIRCLED IN 3- WHICH APPLIES IN THIS CASE	ADDRESS:
<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 checked="" type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	1801 Century Park East, 12th Floor
CITY:	
Los Angeles	
STATE:	
CA	
ZIP CODE:	
90067	

IV. Certificate of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the WEST District of the Los Angeles Superior Court under Section 92 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on 03/24/2003 at Santa Monica California.

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 KEN MILLER

### New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct court district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the district, as set forth in Los Angeles Superior Court Local Rule 2 (d). It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court.

**PLEASE HAVE THE FOLLOWING DOCUMENTS 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 (Summons forms available at the Forms Counter).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet" form (Superior Court Form Number 982.2(b)(1)A, revised 7/99), completely filled out and submitted with the Civil Case Cover Sheet.\*
5. Payment in full of the filing fee or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

\* With the exception of cases concerning personal injury (including wrongful death) and property damage occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all civil actions may be optionally filed either in the Central District or in whichever other district the rule would allow them to be filed. When a party elects to file an action in Central District which would also be eligible for filing in one or more of the other districts, this form must still be submitted with location and assignment information completed.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, telephone and fax numbers):  
**John C. Gorman** (Bar # 91515)  
 Gorman & Miller, P.C.  
 210 N. Fourth Street, Suite 200  
 San Jose, California 95112

TELEPHONE NO.: (408) 297-2222 FAX NO.: (408) 297-2224

ATTORNEY FOR (Party): **OVS and Churchill Reinsurance, Plaintiffs**

JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY: **Santa Monica Branch**

CASE NAME: **OVS, et al. Brighton Opp. Fund, et al.**

**FILED CONFORMED COPY**  
 LOS ANGELES SUPERIOR COURT OF ORIGINAL FILED  
 Los Angeles Superior Court  
 MAR 24 2003  
 JOHN A. CLARKE, CLERK  
 John A. Clarke, Executive Officer/Clerk  
 BY D. GETER, DEPUTY  
 By D. Geter, Deputy

CIVIL CASE COVER SHEET  
 Limited  Unlimited

Complex Case Designation  
 Counter  Joinder  
 Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 181.1)

CASE NUMBER: **SC076475**  
 ASSIGNED JUDGE:

Please complete all five (5) items below.

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

<input type="checkbox"/> Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Other PUPD/W (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 PUPD/W (23) <input type="checkbox"/> Non-PUPD/W (Other) Tort <input type="checkbox"/> Business tort (fair business practice) (07) <input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (1) <input type="checkbox"/> Defamation (e.g., slander, libel) (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (10) <input type="checkbox"/> Professional negligence (e.g., legal malpractice) (2) <input type="checkbox"/> Other non-PUP/WWD tort (35)	<input type="checkbox"/> Other employment (15) <input type="checkbox"/> Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <input type="checkbox"/> Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (23) <input type="checkbox"/> Other real property (e.g., quiet title) (25) <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (39) <input type="checkbox"/> 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) <input type="checkbox"/> Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Claims involving mass tort (40) <input checked="" type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Toxic tort/Environmental (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20) <input type="checkbox"/> Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <input type="checkbox"/> Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

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

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

4. Number of causes of action (specify): Eight (8)

5. This case  is not a class action suit.

Date: March 24, 2003

JOHN C. GORMAN  
(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, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

COURTHOUSE ADDRESS: **1725 MAIN STREET, SANTA MONICA, CA 90401**

PLAINTIFF: \_\_\_\_\_  
DEFENDANT: *Quilley et al*  
*Brighton Corp. et al*  
**NOTICE OF CASE MANAGEMENT CONFERENCE**

**FILED**  
LOS ANGELES SUPERIOR COURT  
MAR 24 2003  
JOHN A. CLARKE, CLERK  
*[Signature]*  
BY *[Signature]* DEPUTY  
CASE NUMBER: **SC076475**

**THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:**

You are ordered to serve this notice of hearing to all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: *03-25-03* Time: *9:00am* Div/Dept: *N*

Pursuant to CRC 212, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order dismissing a party; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (GC 68600 et. seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions (including dismissal of the case, striking of the answer and payment of money), pursuant to ASC Local Rules Chapter 7, OCP Sections 177.5, 583.150, 584.360 and 583.420 and GC Section 68608 (b).

Date: 7/30/02

*[Signature]*  
Alan B. Haber, Supervising Judge  
Los Angeles Superior Court, West District

**CERTIFICATE OF SERVICE**

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

by depositing in the United States mail at the courthouse in \_\_\_\_\_, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

by personally giving this party notice upon filing of the complaint.

Date: 03-24-03

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

TO PLAINTIFFS AND PLAINTIFFS' ATTORNEYS OF RECORD or PLAINTIFFS IN PROPER:

IT IS HEREBY ORDERED AND YOU ARE HEREBY NOTIFIED that this action shall be assigned to JAMES A. BASCIO as an Individual Calendar (IC), direct calendaring Judge for all purposes, including trial, in Department 7

IT IS FURTHER ORDERED THAT PLAINTIFF AND COUNSEL FOR PLAINTIFF SHALL GIVE NOTICE OF THIS ALL-PURPOSE CASE ASSIGNMENT by serving a copy of this Notice on all parties to this action at the time the Summons and Complaint are served, or, if not a served party, when such party (including any cross-defendant or complainant-in-intervention) appears in the action.

**APPLICABLE RULES:** Counsel as well as parties in pro per are directed to familiarize themselves with the Local Rules for the County of Los Angeles, particularly Chapter 7 (Trial Court Delay Reduction), Chapter 8 (Civil Trial Procedure), Chapter 9 (Civil Law & Motion) and California Rules of Court relating to civil case management, particularly Rule 201 to 228. These Rules apply to all general civil cases and shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE:** A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance. See Local Rule 7.5.

**TIME STANDARDS:** Cases assigned to the Individual Calendar Court will be subject to processing under the following time standards:

**COMPLAINTS:** All Complaints shall be served on all named defendants and proof of service filed within 60 days after the filing of the complaint. Local Rule 7.7(a)(1) and CRC 201.7(b).

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no Cross-complaint may be filed by any party after its answer is filed. Cross-complaints shall be served and proof of service filed within 30 days of the filing date, unless a party has appeared in the action. Local Rule 7.7(a)(2) and CRC 201.7(c).


**CASE MANAGEMENT CONFERENCE:** Upon filing of the Complaint, the plaintiff will be given notice by the clerk's office of a Case Management Conference which will be scheduled for hearing within 180 days after the complaint is filed in the Individual Calendar Court to which the case is assigned. This notice of Case Management Conference is stamped on the face of the Complaint. Plaintiff shall promptly give notice of the Case Management Conference, and provide a blank copy of the Case Management Statement (Judicial Council form CM-110), to all parties to the action (including any later-appearing party such as a cross-defendant or complainant-in-intervention), and bring proof of service to the hearing. Failure of the plaintiff to give complete and timely notice to all parties who have appeared in the action will result in sanctions. Counsel shall meet and confer no later than 30 calendar days before the date set for Case Management Conference, must be familiar with the case and fully prepared to discuss, and the Court may make orders concerning the matters set forth in CRC 212(e), including the following: dismissal of unserved named parties, alternative dispute resolution, settlement, whether the case is one of limited jurisdiction, and setting of the trial date. The Court will issue a Case Management Order after the Case Management Conference in accordance with CRC 212(f).

**CASE MANAGEMENT STATEMENTS:** All Case Management Statements from all parties must be served and filed no later than 15 calendar days before the Case Management Conference. CRC 212(g)(1).

**SANCTIONS:** The Court has authority to impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Local Rules, California Rules of Court, orders of the court, and time standards or deadlines established by the court or by the Chapter Seven Local Rules and California Rules of Court. Such sanctions may be on a party, or if appropriate, on counsel for such party, or on both.

This is not a complete delineation of the Chapter Seven Local Rules or California Rules of Court, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under the Trial Court Delay Reduction Rules. Careful reading and compliance with the actual Chapter Rules and California Rules of Court is absolutely imperative.

**BLUE-BACKS:** Because of the large volume of cases and pleadings being handled by each Individual Calendar Judge, blue-backs (although not required) are greatly appreciated by the Court.

  
ALAN B. HABER, Supervising Judge  
Los Angeles Superior Court, West District