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FILED
LOS ANGELES SUPERIOR COURT

APR 25 2011

John A. Clarke, Executive Officer/Clerk

By Eugenia Dallas Deputy
EUGENIA DALLAS

Attorneys for Plaintiffs
EUGENIA DALLAS, WALLY KESKE,
LUBA KESKE AND NESTOR POPOWYCH

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

EUGENIA DALLAS, an individual; WALLY
KESKE, an individual; LUBA KESKE, an
individual; and NESTOR POPOWYCH, an
individual,

Plaintiffs,

vs.

HOLODOMOR THE MOVIE, LLC, a
California limited liability company, ROBERT
LEIGH, an individual, MARTA TOMKIW, an
individual, and DOES 1 through 100, inclusive,

Defendants.

Case No. **BC 460256**

**COMPLAINT FOR AN ACCOUNTING;
COMMON COUNTS; UNAUTHORIZED
USE OF RIGHT OF PUBLICITY;
PRELIMINARY AND PERMANENT
INJUNCTION; FRAUD IN THE
INDUCEMENT; INTENTIONAL
INFLECTION OF EMOTIONAL
DISTRESS; AND DECLARATORY
RELIEF**

COMES NOW, plaintiffs EUGENIA DALLAS, an individual, WALLY KESKE, an
individual, LUBA KESKE, an individual, and NESTOR POPOWYCH, an individual (sometimes
collectively hereinafter referred to as "Plaintiffs") and for a cause of action against defendants, and
each of them, herein allege:

FACTS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff EUGENIA DALLAS (hereinafter referred to as "DALLAS") is, and at all
times herein mentioned was, an individual residing in the City of Los Angeles, County of Los
Angeles, State of California.

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CIT/CASE: BC460256 LEA/DEF#:
RECEIPT #: C9477728079
DATE PAID: 04/25/11 03:40:09 PM
PAYMENT: \$395.00
RECEIVED:
CHECK: 395.00
CASH:
CHANGE:
CARD:

1 2. Plaintiff WALLY KESKE (hereinafter referred to as "W. KESKE") is, and at all
2 times herein mentioned was, an individual residing in the City of Los Angeles, County of Los
3 Angeles, State of California.

4 3. Plaintiff LUBA KESKE (hereinafter referred to as "L. KESKE") is, and at all times
5 herein mentioned was, an individual residing in the City of Los Angeles, County of Los Angeles,
6 State of California.

7 4. Plaintiff NESTOR POPOWYCH (hereinafter referred to as "POPOWYCH") is, and
8 at all times herein mentioned was, an individual residing in the City of Chicago, County of Cook,
9 State of Illinois.

10 5. Plaintiffs are informed and believe and thereon allege that HOLODOMOR, THE
11 MOVIE, (hereinafter referred to as "THE COMPANY") is, and at all times herein mentioned was, a
12 California limited liability company having its principal place of business located in the City of Los
13 Angeles, County of Los Angeles, State of California.

14 6. Plaintiffs are informed and believe and thereon allege that defendant ROBERT
15 LEIGH (hereinafter referred to as "LEIGH") is, and at all times herein mentioned was, an individual
16 residing in the City of Los Angeles, County of Los Angeles, State of California.

17 7. Plaintiffs are informed and believe and thereon allege that defendant MARTA
18 TOMKIW (hereinafter referred to as "TOMKIW") is, and at all times herein mentioned was, an
19 individual residing in the City of Los Angeles, County of Los Angeles, State of California.

20 8. The true names and capacities of defendants DOES 1 through 100, inclusive, are
21 unknown to plaintiffs and, therefore, plaintiffs sue said defendants by such fictitious names.
22 Plaintiffs are informed and believe, and based thereon allege, that said fictitious defendants are in
23 some manner responsible for plaintiffs' damages herein and plaintiffs will seek leave of court to
24 insert their true names and capacities when same are ascertained.

25 9. Plaintiffs are informed and believe, and based thereon allege, that defendants, and
26 each of them, at all times herein mentioned, were the principals, agents, employees, servants, co-
27 venturers, and/or legal representatives of each of the defendants and that in doing the things herein
28 alleged, defendants, and each of them, acted within the course and scope of said relationships and

1 with the knowledge, permission, consent, ratification and/or adoption of the defendants, and each of
2 them.

3 **ALTER EGO ALLEGATIONS AS TO**
4 **HOLODOMOR THE MOVIE**

5 10. Plaintiffs are informed and believe and thereon allege that defendants LEIGH and
6 TOMKIW are and were at all times herein mentioned the sole members of THE COMPANY.

7 11. Plaintiffs are informed and believe and thereon allege that there exists, and at all
8 times herein mentioned there existed, a unity of interest and ownership between defendants LEIGH
9 and TOMKIW, on the one hand and defendant THE COMPANY, on the other hand, such that any
10 individuality and separateness between LEIGH and TOMKIW, on the one hand, and defendant
11 THE COMPANY, on the other hand have ceased, and defendant THE COMPANY, is the alter ego
12 of defendants LEIGH and TOMKIW, in that:

13 a. defendant THE COMPANY is, and at all times herein mentioned was, so
14 inadequately capitalized that, compared with the business to be done by said defendant and the risks
15 of loss, its capitalizations was illusory or trifling;

16 b. defendants LEIGH and TOMKIW used assets of defendant THE COMPANY
17 for their personal uses, caused assets of the limited liability company to be transferred to them
18 without adequate consideration, and withdrew funds from the limited liability company's bank
19 account for their own personal use; and

20 c. defendants LEIGH and TOMKIW carried on the business of THE
21 COMPANY in the limited liability company's name exactly as they had conducted it previous to its
22 formation, exercising complete control and dominance of such business to such an extent that any
23 individuality or separateness of defendant THE COMPANY does not, and at all times herein
24 mentioned did not, exist.

25 12. Plaintiffs are informed and believe and thereon allege, that adherence to the fiction
26 of the separate existence of defendant THE COMPANY as an entity distinct from defendants
27 LEIGH and TOMKIW would permit an abuse of the corporate privilege and would sanction fraud
28 or promote injustice in that:

1 a. defendants LEIGH and TOMKIW have withdrawn from the funds of
2 defendant THE COMPANY and distributed to themselves without any consideration to THE
3 COMPANY, all for the purpose of avoiding and preventing attachment and execution by creditors,
4 including plaintiffs, thereby rendering THE MOVIE insolvent and unable to meet its obligations.

5 THE HOLODOMOR

6 13. The word "Holodomor" literally translated from Ukrainian means "death by hunger,"
7 "to kill by hunger", or "to starve to death."

8 14. In the early 1930s, in the heart of Europe, Ukraine was considered to be the
9 breadbasket of the Soviet Union.

10 15. In 1932, Joseph Stalin decided to vanquish the Ukrainian farmers by means of
11 starvation and thus break the Ukrainian national revival that had begun in the 1920s with aspirations
12 for an independent state.

13 16. Commencing November 18, 1932, peasants from Ukraine were required to return
14 extra grain they had previously earned for meeting their targets to the Soviet Union. State police
15 and party brigades, from the Soviet Union, were sent into certain regions of Ukraine to root out any
16 food they could find.

17 17. A law was passed forcing Ukrainian peasants who couldn't meet their grain quotas to
18 surrender any livestock they had to the Soviet Union authorities.

19 18. Collective farms, within Ukraine, that failed to meet their quotas were placed on
20 "blacklists" in which they were forced to surrender 15 times their quota. These farms were picked
21 apart for any possible food by party activists. Blacklisted communes had no right to trade or to
22 receive deliveries of any kind, and became death zones.

23 19. On or about December 5, 1932, Joseph Stalin's security chief presented the
24 justification for terrorizing Ukrainian party officials to collect the grain. It was considered treason
25 if anyone refused to do their part in grain requisitions for Soviet Union.

26 20. In or about November 1932, Ukraine was required to provide 1/3 of the grain
27 collection of the entire Soviet Union.
28

1 21. In January 1933, Ukraine's borders were sealed in order to prevent Ukrainian
2 peasants from fleeing to other republics. By the end of February 1933, approximately 190,000
3 Ukrainian peasants had been caught trying to flee Ukraine and were forced to return to their villages
4 to starve.

5 22. The collection of grain continued even after the annual requisition target for 1932
6 was met in late January 1933.

7 23. It is estimated that the overall number of Ukrainians who died from the 1932-1933
8 famine is approximately ten million. It is also believed that children comprised one-third of the
9 Holodomor victims.

10 24. In the winter/spring of 1933, it is estimated that 25,000 people died every day. As a
11 result of the Holodomor approximately 20 to 25 percent of the population of Ukraine was
12 exterminated.

13 25. On November 28, 2006, the Parliament of Ukraine passed a law classifying the
14 Holodomor as genocide.

15 **THE FILMING OF THE HOLODOMOR THE DOCUMENTARY**

16 26. The purpose of filming this documentary is to increase the international community's
17 awareness of the Ukrainian genocide from 1932-1933.

18 27. DALLAS was born on August 24, 1924 in Ukraine. DALLAS is a survivor of the
19 Holodomor.

20 28. L. KESKE was born in Ukraine and POPOWYCH's mother was a survivor of the
21 Holodomor. Over the years L. KESKE and POPOWYCH have developed a highly visible,
22 respectable and well established reputation within the Ukrainian community world wide.

23 29. Beginning in the early 1990s, L. KESKE began working with a survivor of the
24 Holodomor for the particular purpose of producing a documentary about the events surrounding the
25 genocide in Ukraine.

26 30. In November 2006, L. KESKE was introduced to LEIGH and TOMKIW. This
27 introduction occurred at a local church attended by SURVIVORS OF THE HOLODOMOR and
28 descendants of Ukraine.

1 31. L. KESKE explained to LEIGH and TOMKIW about her life long desire to make a
2 documentary about the Holodomor. LEIGH expressed to L. KESKE that while he loved to study
3 history he had never heard of the Holodomor.

4 32. After the initial meeting, LEIGH and TOMKIW commenced working on the
5 documentary which was to have as its subject matter the Holodomor. Initially, LEIGH and
6 TOMKIW would work with L. KESKE on informative meetings and discussions about the
7 direction, content and subject matter of the documentary. The title suggested by L. KESKE and
8 agreed upon by all parties, of the documentary was "Holodomor: Ukraine's Genocide, 1932-1933."

9 33. Thereafter L. KESKE, W. KESKE and POPOWYCH provided historical
10 information, contacts and introductions to survivors/eyewitnesses, including, but not necessarily
11 limited to, DALLAS.

12 34. Furthermore, L. KESKE and W. KESKE arranged introductions of LEIGH and
13 TOMKIW into the Ukrainian Community and other Ukrainian based organizations and clergy.
14 Thereafter POPOWYCH, as Chair of the 75th Anniversary Ukrainian Genocide Holodomor
15 Commemoration Committee-Chicago, arranged the introduction of LEIGH and TOMKIW to the
16 Ukrainian Community and other Ukrainian based organizations in the Chicago area.

17 35. In early spring 2007, DALLAS arranged the introduction of LEIGH and TOMKIW
18 at the HOLODOMOR 75th Commemorative Committee at the Ukrainian World Congress in
19 Toronto, Canada.

20 36. As well-known, active and respective members of the Ukrainian Community, L.
21 KESKE, W. KESKE, and POPOWYCH vouched for the honesty, integrity, industry experience,
22 and good character to the Ukrainian Community of LEIGH and TOMKIW. L. KESKE assured her
23 contacts in the Ukrainian Community that she would be closely working with LEIGH and
24 TOMKIW to assure them that the film would expose the truth to the world about the genocide
25 perpetrated by Joseph Stalin on the Ukrainian Nation.

26 37. LEIGH represented himself to plaintiffs as a twelve-time Award winning Filmmaker
27 and also having over 20 years in the music and entertainment business. This experience included,
28 but was not limited to, producing and directing documentary films.

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1 38. TOMKIW represented herself to plaintiffs as a filmmaker from Ukrainian descent
2 who had worked on several independent films including documentary films.

3 39. LEIGH represented to L. KESKE that he had assembled a team of very talented
4 filmmakers that were all committed to producing a quality and informative project. LEIGH assured
5 L. KESKE that he had the passion and commitment to follow the project to the completion.

6 40. On or about December 17, 2006, LEIGH and TOMKIW scheduled an interview at
7 the home of DALLAS, as the first survivor to be interviewed. At the time of the interview, LEIGH
8 and TOMKIW, by and through the film crew, commenced asking questions of DALLAS that were
9 personal and emotional having to relive and remember the terrible experiences during the
10 HOLODOMOR when she was just a child. DALLAS only agreed to the interview based upon the
11 promises and representations made by LEIGH and TOMKIW that the documentary film would be
12 released for the world to finally see what happened to her country in 1932-1933 during the
13 Holodomor. At no time did LEIGH, TOMKIW or THE COMPANY ever present to DALLAS a
14 release for her to sign in order to use her likeness in the documentary.

15 41. During the next year the concept, narrative approach, questions for the survivors,
16 script, filming of the documentary, were developed in collaboration with L. KESKE, LEIGH and
17 TOMKIW. It was agreed that LEIGH would be the director, TOMKIW would be the producer and
18 L. KESKE would be an executive producer of the documentary.

19 42. With the permission, consent and knowledge of LEIGH and TOMKIW, L. KESKE,
20 W. KESKE and POPOWYCH, would help establish a vehicle to reach out to the Ukrainian
21 community to accept donations from the public. In 2007, a California limited liability company was
22 formed under the name of Holodomor The Movie, LLC. Thereafter, an agreement was entered by
23 and between THE COMPANY on the one hand and Filmmakers Alliance, a non profit film
24 organization, on the other hand, to accept public donations. It was the intent of the parties that the
25 public would send their respective donations to Filmmakers Alliance who in turn would transfer the
26 monies to THE COMPANY.

27
28

1 43. Commencing in 2007 and continuing until today, plaintiffs are informed and believe
2 and thereon allege that THE COMPANY has been and continues to accept donations from the
3 general public.

4 44. During their development of the documentary and continuing until 2009, L. KESKE,
5 W. KESKE, POPOWYCH and DALLAS used their standing in the Ukrainian community to obtain
6 donations not only from individuals but also from various corporations and foundations worldwide.
7 As executive producer, L. KESKE introduced LEIGH and TOMKIW to influential people in the
8 entertainment business, and arranged screenings of the documentary to potential donors and
9 distributors and sales representatives at the MGM Executive Screening room and elsewhere.

10 45. In April 2008, based upon the promises and representations made by LEIGH and
11 TOMKIW as it related to the production of the documentary, DALLAS loaned FIVE THOUSAND
12 DOLLARS AND NO CENTS (\$5,000.00) to THE COMPANY.

13 46. At or about the beginning of 2007 and through 2009, based upon the promises and
14 representations made by LEIGH and TOMKIW as it related to the production of the documentary,
15 W. KESKE and L. KESKE initially loaned SEVEN THOUSAND SIX HUNDRED DOLLARS
16 (\$7,600) to THE COMPANY.

17 47. During about the same period, based upon L. KESKE's standing in the Ukrainian
18 community, she was able to raise additional donations from various individuals (including
19 HOLODOMOR SURVIVORS) at St. Andrew's Ukrainian Orthodox Church and the Los Angeles
20 Ukrainian Cultural Center, in the sum of TWENTY-TWO THOUSAND FIVE HUNDRED TEN
21 DOLLARS (\$22,510) and she organized fundraising efforts for the documentary in San Diego, Las
22 Vegas, Phoenix, Edmonton, Canada, and in New England and Texas.

23 48. In April 2008, at the request of LEIGH and TOMKIW and based on the promise to
24 repay, POPOWYCH loaned TEN THOUSAND DOLLARS (\$10,000.00) to THE COMPANY.

25 49. At or about the same time, based upon POPOWYCH's standing in the Ukrainian
26 community he was able to raise additional donations from various individuals in the sum of
27 TWENTY THREE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$23,250).
28

1 50. In or about July 2008, POPOWYCH requested information from LEIGH and
2 TOMKIW as to how the income and expenses were being tracked. LEIGH and TOMKIW assured
3 him that they had retained a CPA with experience in the movie industry to act as the accountant for
4 THE COMPANY.

5 51. In or about August 2008, at the request of LEIGH and TOMKIW, and based on the
6 promise to repay, POPOWYCH wired TWENTY THOUSAND DOLLARS AND NO CENTS
7 (\$20,000.00) for the benefit of defendants to Anthony W. DiDio. Mr. DiDio was retained by THE
8 COMPANY and LEIGH to assist defendants to raise additional funds for the production of the
9 documentary.

10 52. In or about October 2008, at the request of LEIGH and TOMKIW, and based on the
11 promise to repay, L. KESKE advanced the sum of THREE THOUSAND FIVE HUNDRED
12 DOLLARS AND NO CENTS (\$3,500.00) for the use of "*Betty Boop-I Heard*" to be used in the
13 opening of the documentary.

14 53. In or about late 2008 or early 2009, at the request of LEIGH and TOMKIW and
15 based on the promise to repay, L. KESKE advanced the sum of TWO THOUSAND SIX
16 HUNDRED EIGHTY-NINE DOLLARS (\$2,689) for the Kyiv Archival footage to be used in the
17 documentary.

18 54. In the fall of 2008 as promised by LEIGH and TOMKIW to THE HOLODOMOR
19 SURVIVORS and with LEIGH's agreement, POPOWYCH arranged to screen the unfinished
20 documentary in Ukraine, with the endorsement of the United States Embassy, to coincide with the
21 75th Anniversary of the Holodomor. Days beforehand, LEIGH refused to permit the screening,
22 causing hundreds of apology letters to be sent to government officials, survivors, students, and the
23 press and causing significant embarrassment to POPOWYCH and executive producer L. KESKE.

24 55. In May 2009, the documentary was awarded the "Grand Jury Award for a Feature or
25 Short for the Most Outstanding Movie, Award of Discovery and Human Interest" at the Monaco
26 Charity Film Festival held in Monte Carlo, Monaco.

27 56. In or about May, 2009, based upon the promises and representations made by
28 LEIGH and TOMKIW regarding the production of the documentary, and based on the promise to

1 repay, L. KESKE advanced the sum of EIGHT THOUSAND NINE HUNDRED THIRTY-TWO
2 DOLLARS AND EIGHTY CENTS (\$8,932.80) for the purpose of marketing the documentary and
3 securing post production and distribution for the documentary in Monte Carol, Monaco and at the
4 Cannes Film Festival.

5 57. At the request of LEIGH and TOMKIW, and based on the promise to repay, L.
6 KESKE advanced a total of SEVENTEEN THOUSAND FORTY-TWO DOLLARS AND
7 NINETY-NINE CENTS (\$17,042.99) to the editor of the documentary such that additional editing
8 could be performed on the film. This was advanced in increments of ONE THOUSAND FIVE
9 HUNDRED DOLLARS AND NO CENTS (\$1,500.00) in February, 2009, FOUR THOUSAND-
10 FIVE HUNDRED DOLLARS AND NO CENTS (\$4,500.00) in March, 2009, EIGHT
11 THOUSAND DOLLARS AND NO CENTS (\$8,000.00) in June, 2009, and the remainder in
12 August, 2009. On each occasion L. KESKE advance these funds with a promise by LEIGH and
13 TOMKIW that she would be repaid these funds.

14 58. In August 2009, LEIGH and TOMKIW promised plaintiffs that the deliverables of
15 the documentary would be completed by the end of the Summer 2009.

16 59. In October 2009, LEIGH and TOMKIW informed L. KESKE and POPOWYCH that
17 they would be receiving a "Deal Memo". It was represented by LEIGH and TOMKIW that this
18 document was necessary in order to sell the distribution rights to a studio since THE COMPANY
19 needed to own all of the results and proceeds of individuals who contributed creatively to the
20 documentary.

21 60. Subsequently, in the fall of 2009, LEIGH agreed to reinstate the promised screening
22 of the documentary in Ukraine. The screenings were set to take place between November 24th and
23 28th, 2009. These screenings were in fulfillment of promises made by LEIGH and TOMKIW to the
24 survivors, government officials, historians, archivists and others that were induced to be interviewed
25 and portrayed in the documentary.

26 61. Instead of attending the November, 2009, screenings as they had promised, LEIGH
27 and TOMKIW refused to attend and promised instead to prepare a video tape of themselves that
28 could be played before each screening thanking the survivors and wishing they could have attended.

1 No such video was prepared. LEIGH and TOMKIW vacationed in Mexico instead of attending the
2 Ukraine screening.

3 62. In November 2009, L. KESKE, W. KESKE and DALLAS went to Ukraine to fulfill
4 the promises made to screen the documentary.

5 63. In or about April 2010, without the knowledge, consent or permission of L. KESKE,
6 LEIGH and TOMKIW caused to be filed with and have issued by the United States Copyright
7 Office a copyright for the motion picture entitled "Holodomor: Ukraine's Genocide."

8 64. In 2010, L. KESKE contacted a sales representative to present the documentary to
9 various distributors in an attempt to license the documentary for public viewing by way of home
10 video and/or television licensing as well as other distribution avenues. LEIGH and TOMKIW
11 refused to retain the sales representative. In February, 2011, L. KESKE and LEIGH met with said
12 sales representative, but LEIGH again refused to retain the sales representative. Instead, LEIGH
13 and TOMKIW represented that they had obtained a sales representative from Munich, Germany. At
14 no time did LEIGH and TOMKIW ever disclose to plaintiffs the name of the sales representative.

15 65. As of the date of filing this complaint L. KESKE and W. KESKE have loaned to
16 THE COMPANY, LEIGH and TOMKIW the principal amount of FORTY THREE THOUSAND
17 SEVEN HUNDRED FIFTY ONE DOLLARS AND NO CENTS (\$43,751.00). No part of said sum
18 has been repaid.

19 66. As of the date of filing this complaint POPOWYCH has loaned to THE COMPANY,
20 LEIGH and TOMKIW the principal amount of THIRTY THOUSAND DOLLARS AND NO
21 CENTS (\$30,000.00). No part of said sum has been repaid.

22 **FIRST CAUSE OF ACTION**

23 **(FOR AN ACCOUNTING AS AGAINST ALL DEFENDANTS)**

24 67. Plaintiffs incorporate by this reference each and every allegation contained in
25 paragraphs 1 through 66, inclusive, as though fully set forth hereat.

26 68. Plaintiffs, and each of them, on the one hand and LEIGH and TOMKIW, on the
27 other hand agreed among themselves to cause to be produced a documentary film entitled
28 "Holodomor: Ukraine's Genocide, 1932-1933."

1 principal sum of FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00) for money had and
2 received by defendants for the use and benefit of DALLAS.

3 84. DALLAS has repeatedly demanded payment from LEIGH, TOMKIW and THE
4 COMPANY and said defendants have failed or otherwise refused to make payment to DALLAS.

5 85. There is now due and owing from LEIGH, TOMKIW and THE COMPANY the
6 principal sum of FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00).

7 **FIFTH CAUSE OF ACTION**

8 **(BY DALLAS FOR INJUNCTIVE RELIEF AND FOR UNAUTHORIZED USE OF HER**
9 **RIGHT OF PUBLICITY AS AGAINST ALL DEFENDANTS)**

10 86. DALLAS incorporates by this reference each and every allegation contained in
11 paragraphs 1 through 66, inclusive, as though fully set forth hereat.

12 87. In or about December 2006, LEIGH, TOMKIW and THE COMPANY, knowingly
13 and without DALLAS' prior written consent, invaded DALLAS' right of publicity by appropriating
14 her name, voice, and likeness by using same in their documentary film. DALLAS is a well known
15 speaker and author about the Holodomor.

16 88. The appropriation was unauthorized and without the prior written consent of
17 DALLAS.

18 89. LEIGH, TOMKIW and THE COMPANY's conduct involved the appropriation of
19 DALLAS' name, voice and likeness.

20 90. The appropriation by LEIGH, TOMKIW and THE COMPANY was for the purpose
21 of soliciting donations for their documentary and for obtaining similar survivors to disclose their
22 personal trauma of how they each survived the Holodomor.

23 91. As a proximate result of the above described disclosure, DALLAS has suffered
24 mental anguish, and suffering mental anguish for having disclosed her private life and thereafter
25 having her name used to recruit other Holodomor survivors to share their experiences, all to her
26 general damages in an amount according to proof.

27 92. In the appropriating DALLAS' right of publicity, as described above, LEIGH,
28 TOMKIW and THE COMPANY were guilty of oppression, fraud, or malice, in that said defendants

1 by failing to obtain DALLAS' written permission and disclosing her participation in the
2 documentary, using her name and reputation in the Ukrainian community to recruit other survivors,
3 was done with the intent to vex, injure, or annoy DALLAS, or with willful and conscious disregard
4 of DALLAS' publicity rights.

5 93. LEIGH, TOMKIW and THE COMPANY have threatened to continue disclosing the
6 above information. Unless and until enjoined and restrained by order of this court, defendants'
7 continued publication will cause DALLAS great and irreparable harm in that DALLAS will suffer
8 continued humiliation, embarrassment, hurt feelings, and mental anguish. DALLAS has no
9 adequate remedy at law for the injuries being suffered in that a judgment for monetary damages will
10 not end the invasion of DALLAS' privacy.

11 **SIXTH CAUSE OF ACTION**
12 **(FOR FRAUD IN THE INDUCEMENT**
13 **AS AGAINST ALL DEFENDANTS)**

14 94. Plaintiffs incorporate by this reference each and every allegation contained in
15 paragraphs 1 through 66, inclusive, as though fully set forth hereat.

16 95. Commencing in or about December 2006, LEIGH and TOMKIW falsely and
17 fraudulently induced plaintiffs, and each of them, to assist, participate, create and contribute
18 economically to the production of the documentary to be known as "Holodomor: Ukraine's
19 Genocide, 1932-1933."

20 96. Commencing in or about December 2006, and continuing through and including
21 2010, LEIGH and TOMKIW represented that they would film, edit, create, produce and cause to be
22 distributed the documentary to be known as "Holodomor: Ukraine's Genocide, 1932-1933."

23 97. The representations made by LEIGH and TOMKIW were in fact false. The true
24 facts were that while they did commence filming the documentary they have otherwise failed or
25 refused to complete or attempt to cause the documentary to be distributed.

26 98. When LEIGH and TOMKIW made these continuing representations they knew them
27 to be false and made these representations with the intention to induce plaintiffs and the worldwide
28

1 Ukrainian community to act in reliance on these representations in the manner hereafter alleged, or
2 with the expectation that the plaintiffs and the worldwide Ukrainian community would so act.

3 99. Plaintiffs, at the time these representations were made by LEIGH and TOMKIW and
4 at the time plaintiffs took the actions herein alleged, was ignorant of the falsity of defendants'
5 representations and believed them to be true. In reliance on these representations, plaintiffs were
6 induced to and did, contribute personal funds to the production of the documentary, used their
7 individual and collective standing in the worldwide Ukrainian community to seek donations
8 towards the cost of filming the documentary, caused survivors to be filmed for the documentary and
9 tell about the horror they had lived through more than 75 years ago thereby causing severe
10 emotional distress, and contacting individuals in the entertainment community seeking assistance
11 with the distribution of the documentary. Had plaintiffs known the actual facts, they would not
12 have taken such actions. The plaintiffs reliance on the defendants' representations were justified
13 because they did commence working with plaintiffs in the creative process, the filming of the
14 documentary, continued with some editing of the film, created a California limited liability
15 company to accept public donations through the entity known as Film Alliance.

16 100. As a proximate result of the fraudulent conduct of LEIGH and TOMKIW as alleged
17 herein, plaintiffs were induced to expend substantial amount of their individual time and energy in
18 assisting defendants complete the documentary, contributed economically towards the production of
19 the documentary and used their reputation in the Ukrainian community to seek the full cooperation
20 in the filming of the documentary all to their damage. The full and complete amount of their
21 damages is unknown at this time, but plaintiffs will seek leave to amend this complaint upon
22 ascertainment of said amount.

23 101. The aforementioned conduct of LEIGH and TOMKIW was an intentional
24 misrepresentation, deceit, or concealment of a material facts known to the defendants with the
25 intention on the part of the defendants of thereby depriving the plaintiffs of property or legal rights
26 or otherwise causing injury, and was despicable conduct that subjected the plaintiffs to a cruel and
27 unjust hardship in conscious disregard of the plaintiff's rights, so as to justify an award of
28 exemplary and punitive damages.

1 SEVENTH CAUSE OF ACTION
2 (FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
3 AS AGAINST ALL DEFENDANTS)

4 102. Plaintiffs incorporate by this reference each and every allegation contained in
5 paragraphs 1 through 101, inclusive, as though fully set forth hereat.

6 103. Commencing in or about 2006, and continuing until the present defendants LEIGH,
7 TOMKIW and THE COMPANY encouraged plaintiffs to use their collective and individual
8 reputations in the Ukrainian community, throughout the world, to obtain donations, economic
9 support, access to important historical information and documentation regarding the Holodomor,
10 and to have survivors participate in the creation of a full length feature documentary about their
11 struggles and experiences during their lives in Ukraine.

12 104. Defendants LEIGH, TOMKIW and THE COMPANY repeatedly assured plaintiffs
13 that the information obtained through their assistance and the funds raised by them would be used
14 for the production and release of a full length documentary regarding the Holodomor.

15 105. Plaintiffs placed trust and confidence in defendants LEIGH, TOMKIW and THE
16 COMPANY and began to assist them in obtaining the necessary information to produce and release
17 a full length feature documentary on the Holodomor. This included contacting survivors,
18 governmental entities, entertainment personalities, donors and others within their community with
19 the assurance that if they would help the film would be produced and thereafter released.

20 106. It was not until 2010 that it became clear that defendants LEIGH, TOMKIW and
21 THE COMPANY had no intention of finalizing and releasing the full length documentary film.
22 Because of said defendants decisions and intentional and malicious acts which were done for the
23 purpose of causing plaintiffs to suffer humiliation, mental anguish, and emotional and physical
24 distress.

25 107. Plaintiffs reputation in the community has been severely damaged. Plaintiffs are
26 constantly being questioned about the documentary and when is it going to be finished. Plaintiffs
27 are constantly reminded that the survivors only allow themselves to be interviewed because of the
28 promise to release the full length documentary. Plaintiffs are constantly questioned by donors when

1 is the full length documentary being released since they donated money at the request and behest of
2 plaintiffs.

3 108. As the proximate result of the acts alleged above, plaintiffs have suffered
4 humiliation, mental anguish, and emotional and physical distress, and have been injured in mind
5 and body all to their damage.

6 109. The aforementioned conduct of LEIGH and TOMKIW was an intentional
7 misrepresentation, deceit, or concealment of a material facts known to the defendants with the
8 intention on the part of the defendants of thereby depriving the plaintiffs of property or legal rights
9 or otherwise causing injury, and was despicable conduct that subjected the plaintiffs to a cruel and
10 unjust hardship in conscious disregard of the plaintiff's rights, so as to justify an award of
11 exemplary and punitive damages.

12 **EIGHTH CAUSE OF ACTION**
13 **(BY L. KESKE FOR DECLARATORY RELIEF**
14 **AS AGAINST ALL DEFENDANTS)**

15 110. Plaintiff L. KESKE incorporate by this reference each and every allegation contained
16 in paragraphs 1 through 66, inclusive, as though fully set forth hereat.

17 111. L. KESKE brings this action for a judgment declaring the defendants LEIGH,
18 TOMKIW and THE COMPANY are not the sole owners of the copyright of "Holodomor:
19 Ukraine's Genocide" filed in the United States Copyright Office on or about April 5, 2010 bearing
20 registration number Pau003517232.

21 112. An actual controversy has arisen and now exists between L. KESKE on the one
22 hand, and defendants on the other hand, concerning their respective right in and to the copyright of
23 "Holodomor: Ukraine's Genocide." L. KESKE contends that she is a 50% owner of such
24 copyright, whereas defendants dispute this contention and contends that they are 100% owners of
25 said copyright.

26 113. L. KESKE desires a judicial determination of her rights and a declaration as to
27 whether of not she is in fact a 50% owner of said copyright.
28

1 114. A judicial declaration is necessary and appropriate at this time under the
2 circumstance in order that L. KESKE may ascertain her rights under the previously filed and
3 recorded copyright as alleged herein above.

4 **WHEREFORE**, plaintiffs pray for judgment against defendants, and each of them as
5 follows:

6 A. AS TO THE FIRST CAUSE OF ACTION ONLY

- 7 1. For an accounting between plaintiffs and defendants;
8 2. For payment over to plaintiffs of the amount found to be due to plaintiffs
9 and/or the remaining balance of the funds on account of the documentary
10 such that such can be completed and distributed;

11 B. AS TO THE SECOND CAUSE OF ACTION ONLY

- 12 3. For general damages in the sum of \$43,751.00;
13 4. For the legal rate of interest according to proof at the time of trial;

14 C. AS TO THE THIRD CAUSE OF ACTION ONLY

- 15 5. For general damages in the sum of \$30,000.00;
16 6. For the legal rate of interest according to proof at the time of trial;

17 D. AS TO THE FOURTH CAUSE OF ACTION ONLY

- 18 7. For general damages in the sum of \$5,000.00;
19 8. For the legal rate of interest according to proof at the time of trial;

20 E. AS TO THE FIFTH CAUSE OF ACTION ONLY

- 21 9. For general damages according to proof at the time of trial;
22 10. For the issuance of a preliminary and permanent injunction enjoining
23 defendants, their agents, servants, employees, and anyone acting in concert
24 with them from invading the publicity rights of plaintiff DALLAS;

25 F. AS TO THE SIXTH AND SEVENTH CAUSES OF ACTION ONLY

- 26 11. For general damages according to proof at the time of trial;
27 12. For punitive and exemplary damages according to proof at the time of trial;

28 G. AS TO THE EIGHTH CAUSE OF ACTION ONLY

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13. For a declaration that plaintiff L. KESKE is a 50% owner of the documentary known as "Holodomor-Ukraine's Genocide";

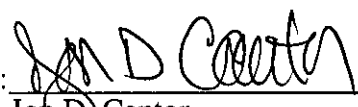
H. AS TO ALL CAUSES OF ACTION

14. For costs of suit incurred herein; and

15. For such other and further relief as this court deems just and proper.

Dated: April 22, 2011

DYKEMA GOSSETT LLP

By: 
Jon D. Cantor
Attorneys for Plaintiffs
EUGENIA DALLAS, WALLY KESKE, LUBA
KESKE AND NESTOR POPOWYCH

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IDVDC - 107550/0001

DYKEMA GOSSETT LLP
333 SOUTH GRAND AVENUE
SUITE 2100
LOS ANGELES, CALIFORNIA 90071

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

JON D. CANTOR
DYKEMA GOSSETT LLP
333 South Grand Avenue
Suite 2100
Los Angeles, California 90071
TELEPHONE NO.: (213)457-1800 FAX NO.: (213)457-1850
ATTORNEY FOR (Name): Plaintiffs

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FILED

LOS ANGELES SUPERIOR COURT

APR 25 2011

John A. Clarke, Executive Officer/Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: same

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Stanley Mosk Courthouse-Central District

CASE NAME: EUGENIA DALLAS, et al. v. HOLODOMOR THE MOVIE, LLC, et al.

By Eugenia Lopez Deputy

EUGENIA LOPEZ

CASE NUMBER BC 460256

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)

JUDGE:

DEPT:

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

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

Auto Tort

Auto (22) Uninsured motorist (46)

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

Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36) Other employment (15)

Contract

Breach of contract/warranty (06) Rule 3.740 collections (09) Other collections (09) Insurance coverage (18) Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14) Wrongful eviction (33) Other real property (26)

Unlawful Detainer

Commercial (31) Residential (32) Drugs (38)

Judicial Review

Asset forfeiture (05) Petition re: arbitration award (11) Writ of mandate (02) Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03) Construction defect (10) Mass tort (40) Securities litigation (28) Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27) Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21) Other petition (not specified above) (43)

2. This case is [] is [X] 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. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive

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

5. This case is [] is [X] 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: April 25, 2011

JON D. CANTOR

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

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

BC460256

SHORT TITLE: Eugenia Dallas, et al. v. HOLODOMOR THE MOVIE CASE NUMBER

FOR COURT USE ONLY
FILED
 LOS ANGELES SUPERIOR COURT
 APR 25 2011
 John A. Clarke, Executive Officer/Clerk
 By RUBENA LOPEZ Deputy

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

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS/ DAYS
 Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

- Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.
- Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.
- Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

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

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

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

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.	
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.	
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.	
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.	
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1., 2., 4.	
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.	

SHORT TITLE: Eugenia Dallas, et al. v. HOLODOMOR THE MOVIE

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (08) (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	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Eugenia Dallas, et al. v. HOLODOMOR THE MOVIE

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation		
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment		
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints		
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions		
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Eugenia Dallas, et al. v. HOLODOMOR
THE MOVIE

CASE NUMBER

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 5124 Penfield Avenue	
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			
CITY: Woodland Hills	STATE: CA	ZIP CODE: 91364	

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

Dated: April 25, 2011



(SIGNATURE OF ATTORNEY/FILING PARTY)

Jon D. Cantor

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

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