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Attorneys for Plaintiffs, Allstate Bancorp, Inc., and
Catherine Wreford

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 7 2011

John A. Clarke, Executive Officer/Clerk
BY Mary Flores, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

BC 454606

ALLSTATE BANCORP, INC., a California
Corporation; and
CATHERINE WREFORD, an individual,

Plaintiffs,

v.

ALY ASHLEY JASH, an individual;
VICTOR B. MEYEN, an individual;
JAMES T. GRANT, an individual; and DOES
1 through 20, inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES:

- (1) Intentional Infliction of Emotional Distress;
- (2) Malicious Prosecution – Wrongful Use of Civil Proceedings;
- (3) Intentional Interference with Economic Relationship;
- (4) Negligent Interference with Economic Relationship;

Plaintiffs ALLSTATE BANCORP, INC and CATHERINE WREFORD allege as follows:

GENERAL ALLEGATIONS

- 1. The events alleged herein occurred within the County of Los Angeles, State of California.
- 2. At all times herein relevant, Plaintiff CATHERINE WREFORD née Jash (“WREFORD”) was and an individual residing in the County of Los Angeles, State of California.
- 3. At all times herein relevant, Plaintiff ALLSTATE BANCORP, INC.

CIT/CASE: BC454606 LEA/DEF#:
RECEIPT #: CCH472857015
DATE PAID: 02/07/2011
PAYMENT: \$395.00
RECEIVED: 09:18:27 AM
0310
CHECK: 5.00
CASH:
CHANGE
CARD:

D-40
Michelle Rosenblatt

AT 270
90012

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00000000

1 (“ALLSTATE”) was and is a corporation duly formed and organized pursuant to the laws of the
2 State of California, and at all times conducted business in the County of Los Angeles, State of
3 California.

4 4. At all times herein relevant, Defendant ALY ASHLEY JASH (“JASH”) was and is
5 an individual residing in the County of Los Angeles, State of California.

6 5. At all times herein relevant, Defendant VICTOR B. MEYEN (“MEYEN”) was and
7 is an individual residing in the County of Los Angeles, State of California.

8 6. At all times herein relevant, Defendant JAMES T. GRANT (“GRANT”) was and is
9 an individual residing in the County of Los Angeles, State of California.

10 7. The true names and capacities, whether individual, corporate, associate, or
11 otherwise, of Defendants DOES 1 through 20, inclusive, are unknown to Plaintiffs, who therefore
12 sue said Defendants by such fictitious names and will ask leave of Court to amend this complaint
13 to show their true names and capacities when ascertained. Said Defendants are sued as principals
14 and/or agents, spouses, servants, and employees of said principals, and the acts performed by them
15 as agents, servants and employees were performed within the course and scope of their authority
16 and employment. Each Defendant is in some way responsible for the damages sustained by
17 Plaintiffs.

18 8. Plaintiffs are informed and believe and thereon allege that at all times mentioned
19 herein, each Defendant was the agent, servant and employee of each of the remaining Defendants
20 and at all times alleged herein was acting within the course and scope of said agency and
21 employment.

22 9. Plaintiff WREFORD and Defendant JASH were married in November 2007; they
23 separated in or about May 2008.

24 10. In or about April, 2008, WREFORD filed for an annulment of this marriage in
25 Nevada. This petition was eventually withdrawn and then filed in Los Angeles.

26 11. Prior to May 2008, WREFORD became employed as a mortgage broker for
27 Plaintiff ALLSTATE.

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1 12. Soon after the separation from JASH, WREFORD entered into a romantic
2 relationship with one of her co-workers at ALLSTATE. The facts surrounding the separation and
3 the establishment of this new relationship disturbed JASH.

4 13. In or about mid May, 2008, JASH instigated a campaign against WREFORD
5 designed to harm her personal and professional reputation as well as disrupt her relationships with
6 her employer, ALLSTATE, her boyfriend, her business associates and acquaintances, and her
7 family.

8 14. In or about mid May, 2008, JASH, without WREFORD's consent, entered
9 WREFORD's residence and destroyed a number of items, created a significant mess, and defiled
10 the sink by defecating in it. He left her personal notes about this act and made it clear that he was
11 designing revenge against her and those she associated with. From that point forward, JASH has
12 not abated his malicious actions towards WREFORD.

13 15. On or about June 12, 2008, JASH filed a lawsuit against ALLSTATE and FRED
14 GARCIA (WREFORD's boyfriend) for 1) Negligence; 2) Loss of Consortium; 3) Slander; 4)
15 Intentional Infliction of Emotional Distress; Intentional Interference with Prospective Advantage;
16 and Negligent Interference with Prospective Advantage. The case, numbered BC392507 was filed
17 in Los Angeles County, Central District, by attorney MEYEN (said case shall hereafter be referred
18 to as the "LAWSUIT.") In sum, the LAWSUIT alleges a plot by ALLSTATE and GARCIA to
19 convince WREFORD to leave JASH and further terminate her business dealings with him.

20 16. On or about July 3, 2010, ALLSTATE's attorney drafted a letter to MEYEN
21 advising him that the LAWSUIT lacked merit and that a demurrer had been set for hearing on the
22 matter on August 5, 2010. MEYEN was also served with discovery requests seeking the basis of
23 the LAWSUIT as against ALLSTATE and GARCIA.

24 17. Instead of responding to this letter, MEYEN filed a Substitution of Attorney
25 replacing himself with GRANT as JASH's counsel. In face of the Demurrer arguing that the
26 gravamen of the LAWSUIT was for "alienation of affection" which was barred by public policy,
27 GRANT opted to file a First Amended Complaint (the "FAC"). Accordingly, the Demurrer was
28

1 withdrawn and on or about August 8, 2008, the FAC was filed.

2 18. The FAC omitted the prior claims of "alienation of affection" and focused on an
3 ambiguously alleged business relationship between WREFORD and JASH. The FAC also named
4 WERFORD as a Defendant. The FAC had three causes of action: 1) Breach of Franchise
5 Agreement; 2) Intentional Interference with Franchise Agreement and 3) Breach of Fiduciary Duty
6 and Conspiracy to Breach Fiduciary Duty. The basis of the FAC was that both JASH and
7 WREFORD entered into a written Franchise Agreement with Fetch! Pet Care and as a result,
8 formed a joint venture by conduct. Attached to the FAC as Exhibit 2 was an unsigned "Asset
9 Purchase Agreement" which was supposed to provide evidence of the alleged Franchise
10 Agreement. In fact, it was specifically alleged in the FAC that "On or about December 28, 2007,
11 PLAINTIFF and C. JASH on the one hand, and the Company through Paul Mann, on the other
12 hand, executed and entered into an Asset Purchase Agreement, through which PLAINTIFF and C.
13 JASH together purchased the pet care franchise" JASH further alleged that the same parties
14 on the same day "executed and entered into a standard Franchise Agreement. PLAINTIFF does
15 not presently have a copy of the Franchise Agreement and has requested a copy from the
16 Company." Without the existence of the alleged Franchise Agreement, JASH would not have
17 been able to state a cause of action against any party.

18 19. Plaintiffs are informed and believe and based on such information and belief allege
19 that on or about the time the FAC was filed, JASH started a smear campaign against WREFORD,
20 ALLSTATE and GARCIA which was furthered by the LAWSUIT filed by GRANT and MEYEN.
21 On one such website providing professional and personal information about WREFORD, JASH or
22 an agent of his posted the following (quoted verbatim):

23 Suffering alternatively from anorexia and bulimia for 11+ years, she
24 is currently a party in a bitter civil litigation lawsuit with separated
25 husband (married to Aly Ashley Jash from (November 2007-May
26 2008), 31 year old California native Aly Ashley Jash. Her bulimia
27 was in recovery and significantly improved while married to Aly
28 Ashley Jash but has since returned in dramatic fashion causing her
recent weight loss. He is suing her current employer, Allstate
Bancorp, based in Los Angeles, California in the Miracle Mile
District, her current boyfriend, senior commercial loan officer, Fred

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1 Garcia of Playa Del Rey, California and her for among other things,
2 breach of contract, intentional interference with franchise
3 agreement, breach of fiduciary duty and conspiracy to breach
4 fiduciary duty. The lawsuit is said to be worth close to \$1 million as
5 Mr. Jash is represented by internationally renowned business
6 litigator James T. Grant of Manhattan Beach, California. The two
7 purchased a franchise subsidiary of Fetch Petcare in San Francisco,
8 California, her separated husband's hometown, which was
9 terminated and seized in June 2008 by CEO Paul Mann, a mere
10 month after their separation. In a 2nd and potentially volatile
11 lawsuit, Aly Ashley Jash is suing Catherine for having an
12 extramarital affair with her boss, Fred Garcia while married,
13 residing with and trying to conceive a child with Aly Ashley Jash in
14 their West Hollywood apartment. He has retained a separate
15 attorney in the latter case who has yet to surface her name, but is
16 rumored to be a high profile entertainment attorney specializing in
17 family law. The couple's divorce is rumored to have not even
18 begun.

19 20. On or about August 25, 2008, WREFORD filed for annulment in Los Angeles
20 County. Over the following number of weeks, JASH participated and instigated a number of
21 hostile acts towards WREFORD, GARCIA, and her family. During the course of the LAWSUIT,
22 JASH sent harassing, defamatory, and threatening e-mails to WREFORD'S parents and friends.
23 JASH also posted a series of videos concerning WEREFORD on the internet. Prior to these public
24 postings, these videos had been in MEYEN'S custody and declared by MEYEN to be "privileged"
25 and exempt from discovery in the annulment action.

26 21. On or about September 12, 2008, defendants filed Demurrers against the FAC
27 based on the fact that JASH did not allege a contract between himself and WREFORD which was
28 a predicate element for each cause of action.

29 22. On October 9, 2008, the Court granted the Demurrers in their entirety and provided
30 JASH with 20 days to amend. The Court found that JASH did not allege a contract between
31 himself and WREFORD. After the hearing, GRANT admitted to each of the Defendants'
32 attorneys that he had never seen an executed "Asset Purchase Agreement," but that he did request
33 that as well as the Franchise Agreement from Paul Mann, a principal for the Franchise. GRANT
34 further stated that he would not amend the complaint further without verifying these alleged
35 contracts. Accordingly, as of October 9, 2008 GRANT admitted that he had yet to verify the
36 underlying basis for the LAWSUIT which was the existence of the alleged franchise agreement.

1 23. On November 3, 2008, GRANT filed the Second Amended Complaint (“SAC”) in
2 the LAWSUIT. GRANT alleged the same causes of action against the same parties, but added
3 *back* in causes of action for Slander and Intentional Infliction for Emotional Distress without
4 requesting or obtaining leave of Court. To the SAC, GRANT attached an executed Asset
5 Purchase Agreement and Franchise Agreement solely between WREFORD and Fetch! Pet Care.
6 JASH was not a party to either agreement contrary to the allegations set forth in the FAC and
7 argued at bar by GRANT at the October 9, 2008 hearing on the demurrer. However, both the
8 Purchase Agreement and Franchise Agreement bore a transmission date of September 2, 2008 and
9 September 8, 2008, respectively. Accordingly, at the time GRANT filed his Opposition to
10 Demurrer on September 26, 2008 and when he argued that Opposition on October 9, 2010, he
11 KNEW that JASH was not a party to either agreement.

12 24. Accordingly, as of October 9, 2008, not only had GRANT never seen an executed
13 Asset Purchase Agreement and/or Franchise Agreement executed by JASH (as alleged), he had
14 possession of the actual agreement which solely bore WREFORD’S signature. Contrary to the
15 allegations he filed and his arguments to the Court, GRANT knew that JASH was not a party to
16 either agreement.

17 25. Contrary to the allegations set forth in the Complaint and the FAC, GRANT filed
18 the SAC then alleging that JASH and WREFORD formed an oral joint venture agreement based
19 upon WREFORD’S agreements with Fetch! Pet Care.

20 26. On or about November 5, 2008, after the filing of the SAC, MEYEN substituted
21 back for GRANT as JASH’S counsel. MEYEN was also representing JASH in the annulment
22 action filed by WREFORD (which is ongoing as of January 27, 2011).

23 27. Based on the allegations of the SAC, it was clear that JASH had transformed his
24 claim against WREFORD into a community property claim which was properly within the
25 jurisdiction of the annulment action. The Court issued a one-month continuance to allow for this
26 issue to be reconciled. Nevertheless, MEYEN refused to dismiss the LAWSUIT and bring forth
27 his claims in the family law action.

1 28. WREFORD, ALLSTATE, GARCIA challenged the SAC by demurrer arguing the
2 SAC was a "sham pleading" and that JASH still failed to properly allege a contract between
3 himself and WREFORD. These parties also filed a motion to strike the unwarranted causes of
4 action added by GRANT without leave of Court.

5 29. On February 25, 2009, the Court sustained the demurrer of WREFORD,
6 ALLSTATE and GARCIA and granted the motion to strike. JASH did not oppose these motions,
7 nor was he granted further leave to amend. On May 11, 2009, the Court entered the Order on
8 these motions thus disposing of the matter in the favor of WREFORD, ALLSTATE, and
9 GARCIA.

10 30. As a direct result of JASH'S campaign of harassment against WREFORD and
11 ALLSTATE which was furthered by the LAWSUIT, WREFORD'S relationships with GARCIA,
12 her family, her friends, and ALLSTATE were irreparably harmed. In or about April, 2009,
13 WREFORD left her employment with ALLSTATE.

14 31. ALLSTATE had invested significant resources in securing the services of
15 WREFORD who was one of their top producers. Because of WREFORD'S departure,
16 ALLSTATE was forced to expend significant resources in finding and training replacement
17 brokers.

18 32. WREFORD has not been able to find equivalent employment and has been forced
19 to work jobs for wages far below what she earned with ALLSTATE.

20 33. WREFORD who was also an actor and stage performer credited with a major role
21 in the 2006 film *Pittsburgh* and the Broadway production of *42nd Street* was no longer able to
22 pursue any similar roles in the Los Angeles area as her reputation had been debased by
23 Defendants' actions.

24 **FIRST CAUSE OF ACTION**
25 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
26 **(As Against JASH and DOES 1 - 10)**

27 34. Plaintiffs reallege each and every allegation of Paragraphs 1 through 33 of the
28 General Allegations and incorporate the same herein by reference as if said allegations were set

1 forth in full hereinbelow.

2 35. The conduct by JASH and each of them as directed towards WREFORD is extreme
3 and outrageous and done with intention to cause, or with reckless disregard of the probability of
4 causing, emotional distress.

5 36. In fact the conduct by JASH and each of them as directed towards WREFORD was
6 so extreme as to exceed all bounds of that usually tolerated in a civilized community.

7 37. As a direct and proximate result of Defendants' conduct directed towards
8 WREFORD, Plaintiff has realized severe and extreme emotional suffering.

9 38. JASH and each of them performed these acts pursuant to a mutual plan and design
10 to harm WREFORD and therefore each member of this civil conspiracy is to be held responsible
11 as a joint tortfeasor, regardless of whether that member directly participated in the stated act(s).

12 39. As a direct and proximate result of the wrongful conduct of JASH and each of
13 them, as alleged herein, WREFORD has sustained special, general, and economic damages
14 according to proof, but not less than \$1,000,000.00.

15 40. Said conduct on the part of JASH and each of them was malicious and oppressive
16 thereby justifying an award of exemplary and punitive damages.

17 **SECOND CAUSE OF ACTION**

18 **MALICIOUS PROSECUTION – WRONGFUL USE OF CIVIL PROCEEDINGS**
19 **(As Against JASH, MEYEN, GRANT, DOES 1 - 10 and DOES 11 - 20)**

20 41. Plaintiffs reallege each and every allegation of Paragraphs 1 through 33 of the
21 General Allegations and incorporate the same herein by reference as if said allegations were set
22 forth in full hereinbelow.

23 42. JASH, MEYEN, GRANT and each of them were actively involved in bringing
24 and/or continuing the LAWSUIT.

25 43. The LAWSUIT was adjudicated in the favor of ALLSTATE and WREFORD.

26 44. No reasonable person in Defendants' circumstances would have believed that there
27 were reasonable grounds to bring and/or continue the LAWSUIT against WREFORD and/or
28 ALLSTATE.

1 45. JASH, MEYEN, GRANT and each of them acted primarily for a purpose other
2 than succeeding on the merits of the claim.

3 46. As a result of the actions of JASH, MEYEN, GRANT and each of them,
4 ALLSTATE has sustained special, general, and economic damages according to proof, but not less
5 than \$500,000.00.

6 47. As a result of the actions of JASH, MEYEN, GRANT and each of them,
7 WREFORD has sustained special, general and economic damages according to proof, but not less
8 than \$1,000,000.00.

9 48. The conduct of JASH, MEYEN, GRANT and each of them was a substantial factor
10 in causing harm to ALLSTATE and WREFORD.

11 49. Said conduct on the part of JASH, MEYEN, GRANT and each of them was
12 malicious and oppressive thereby justifying an award of exemplary and punitive damages.

13 **THIRD CAUSE OF ACTION**

14 **Intentional Interference with Prospective Economic Advantage**
15 **(As Against JASH and Does 1 - 10)**

16 50. Plaintiffs reallege each and every allegation of Paragraphs 1 through 33 of the
17 General Allegations and incorporate the same herein by reference as if said allegations were set
18 forth in full hereinbelow.

19 51. At all relevant times, JASH, and each of them, were aware of the economic
20 relationship between ALLSTATE and WREFORD.

21 52. Plaintiffs are informed and believe and allege thereon that JASH, and each of them,
22 have intentionally acted to force the deterioration and eventual cessation of the economic
23 relationship between ALLSTATE and WREFORD by means of their hostile actions as alleged
24 herein.

25 53. Plaintiffs are informed and believe and allege thereon s that based upon the actions
26 of JASH, and each of them, WREFORD decided to terminate her economic relationship with
27 ALLSTATE.

28 54. But for the interference of JASH, and each of them, WERFORD would not have

1 terminated the economic relationship and ALLSTATE and WREFORD would have been able to
2 maintain the economic relationship.

3 55. As a direct and proximate result of the interference of JASH and each of them, as
4 alleged herein above, ALLSTATE has sustained special, general and economic damages
5 according to proof, but not less than \$500,000.00.

6 56. As a direct and proximate result of the interference of JASH and each of them, as
7 alleged herein above, WREFORD has sustained special, general and economic damages according
8 to proof, but not less than \$1,000,000.00.

9 57. Said conduct on the part of JASH and each of them was malicious and oppressive,
10 and done with the intent to deprive plaintiffs of their entire interest in the economic relationship as
11 alleged herein. Accordingly, Plaintiffs are entitled to exemplary and punitive damages according
12 to proof.

13 **FOURTH CAUSE OF ACTION**
14 **Negligent Interference with Economic Relationship**
15 **(As Against All Defendants and Does 1 - 10)**

16 58. Plaintiffs reallege each and every allegation of Paragraphs 1 through 33 of the
17 General Allegations and incorporate the same herein by reference as if said allegations were set
18 forth in full hereinbelow.

19 59. At all relevant times, JASH, and each of them, were aware of the economic
20 relationship between ALLSTATE and WREFORD.

21 60. Plaintiffs are informed and believe and allege thereon that JASH, and each of them,
22 have intentionally acted to force the deterioration and eventual cessation of the economic
23 relationship between ALLSTATE and WREFORD by means of their hostile actions as alleged
24 herein.

25 61. Plaintiffs are informed and believe and allege thereon that it was foreseeable to
26 JASH and each of them that if they acted as they did, Plaintiffs were likely to realize a loss of their
27 economic relationship with each other, which in fact did happen.

28 62. But for the interference of JASH, and each of them, WERFORD would not have

1 terminated the economic relationship and ALLSTATE and WREFORD would have been able to
2 maintain the economic relationship.

3 63. As a direct and proximate result of the interference of JASH and each of them, as
4 alleged herein above, ALLSTATE has sustained special, general and economic damages
5 according to proof, but not less than \$500,000.00.

6 64. As a direct and proximate result of the interference of JASH and each of them, as
7 alleged herein above, WREFORD has sustained special, general and economic damages according
8 to proof, but not less than \$1,000,000.00.

9
10 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them,
11 jointly and severally, as follows:

12 **ON ALL CAUSES OF ACTION:**

- 13 1. For special damages in a sum to be proven at trial;
- 14 2. For general damages in a sum to be proven at trial;
- 15 3. For economic damages in a sum to be proven at trial;
- 16 4. For the costs of suit incurred herein; and
- 17 5. For such other and further relief as the court may consider just and proper.

18 **ON THE FIRST, SECOND, and THIRD CAUSES OF ACTION:**

- 19 6. For exemplary and punitive damages;

20 DATED: January 26, 2011

LAW OFFICE OF STEPHEN J. MILLER

LAW OFFICE OF JASON J. ALLISON

21
22
23 By: 

Stephen J. Miller

Jason J. Allison

Attorneys for Plaintiffs, Allstate Bancorp,
Inc. and Catherine Wreford

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

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 7 2011

John A. Clarke, Executive Officer/Clerk
BY Mary Flores, Deputy

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

CASE NAME:
Allstate Bancorp, Inc., et al. v. Aly Ashley Jash, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
JUDGE: BC 454606
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 not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

- 3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 4 - IIED; Malicious Prosecution; IIER; NIER
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 26, 2011
Stephen J. Miller

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES	
<p>Auto Tort Auto (22)—Personal Injury/Property Damage/Wrongful Death Damaged/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) Other P/P/D/W/D (Personal Injury/Property Damage/Wrongful Death) Asbestos (04) Asbestos Personal Injury/Property Damage Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other P/P/D/W/D (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/P/D/M/D (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other P/P/D/W/D</p>	<p>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) Notice of Appeal—Labor Commissioner Appeals</p>
<p>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</p>	<p>Non-P/P/D/W/D (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-P/P/D/W/D Tort (35) Employment Wrongful Termination (36) Other Employment (15)</p>
<p>Miscellaneous Civil Complaint RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only (non-injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint Miscellaneous Civil Petition (non-tort/non-complex) 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</p>	<p>Miscellaneous Civil Complaint RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only (non-injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint Miscellaneous Civil Petition (non-tort/non-complex) 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</p>

CIVIL CASE COVER SHEET

SHORT TITLE: Allstate Bancorp, Inc., et al. v. Jash, et al.	CASE NUMBER
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FOR COURT USE ONLY
BC 454606
FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES
 FEB 7 2011
 John A. Clarke, Executive Officer/Clerk
 BY Mary Flores, 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. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

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

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

SHORT TITLE:

Allstate Bancorp, Inc., et al. v. Jash, et al.

CASE NUMBER

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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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 (09) (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., 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.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5., 1., 2., 3., 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.

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

SHORT TITLE:

Allstate Bancorp, Inc., et al. v. Jash, et al.

CASE NUMBER

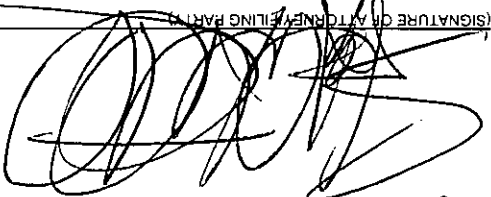
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate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

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

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.

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

Dated: January 26, 2011


(SIGNATURE OF ATTORNEY/FILING PARTY)

(b), (c) and (d)].

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 Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court [Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs.

CITY: Los Angeles STATE: CA ZIP CODE: 90012	REASON: CHECK THE NUMBER UNDER COLUMN C <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.
ADDRESS: 111 N. Hill Street	ADDRESS:

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.

CASE NUMBER	SHORT TITLE: Allstate Bancorp, Inc., et al. v. Jash, et al.
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