

1 WOLF, RIFKIN, SHAPIRO & SCHULMAN, LLP
2 Leslie Steven Marks (State Bar No. 97245)
3 11400 West Olympic Boulevard, Ninth Floor
4 Los Angeles, California 90064-1557
5 Telephone: (310) 478-4100
6 Facsimile: (310) 479-1422

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 25 2003

LM

Attorneys for Hospitality Construction &
Development, Inc.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

11 HOSPITALITY CONSTRUCTION &
12 DEVELOPMENT, INC., a Florida
13 corporation dba HRB GENERAL
14 CONTRACTORS,

Plaintiff,

vs.

16 GOLDEN ERA PRODUCTIONS;
17 BUILDING MANAGEMENT
18 SERVICES, a California corporation;
19 BUILDING MANAGEMENT SERVICES
20 GOLDEN ERA PRODUCTIONS;
21 CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
corporation, and DOES 1 through 10,
Inclusive,

Defendants.

Case No.: *file 392393*

COMPLAINT FOR:

1. Breach of Contract
2. Foreclosure of
Mechanic's Lien
3. Fraud and Deceit
4. Quantum Meruit
5. Unjust Enrichment
6. Account Stated
7. Open Book Account

22 Plaintiff, Hospitality Construction & Development, Inc. dba HRB General Contractors,
23 hereby alleges and complains as follows:

25 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

26 (Identity of Parties)

27 1. Plaintiff Hospitality Construction & Development, Inc. dba HRB General
28 Contractors ("HRB") is, and at all times mentioned herein was, a Florida corporation

1 authorized to conduct business in the State of California and is licensed in the State of
2 California (contractor license number 786587) as a general building contractor.

3 2. Plaintiff is informed and believes and thereon alleges that Golden Era
4 Productions ("GEP") is, and at all times mentioned herein was, a business entity of
5 unknown form doing business in the County of Riverside, State of California.

6 3. Plaintiff is informed and believes and thereon alleges that Defendant
7 Building Management Services ("BMS") is, and at all times mentioned herein was, a
8 corporation organized and existing under the laws of the State of California and doing
9 business in the County of Riverside.

10 4. Plaintiff is informed and believes and thereon alleges that Defendant
11 Building Management Services Golden Era Productions ("BMSGEP") is, and at all
12 times mentioned herein was, a business entity of unknown form doing business in the
13 County of Riverside, State of California.

14 5. Plaintiff is informed and believes and thereon alleges that Defendant
15 Church of Scientology International ("CSI") is, and at all times mentioned herein was,
16 a corporation organized and existing under the laws of the State of California and doing
17 business in the County of Riverside.

18 6. Plaintiff is informed and believes and thereon alleges that, at all times
19 mentioned herein, Defendants GEP, BMS, BMSGEP, CSI and DOES 1 through 10,
20 inclusive (hereinafter collectively referred to as "Defendants"), and each of them,
21 participated in the acts, circumstances and occurrences as alleged herein. Plaintiff is
22 unaware of the precise and exact nature of the relationship between Defendants, and
23 each of them. When the true and precise nature of their relationship and participation
24 becomes known, this Complaint will be amended to reflect the same or it will be
25 established at the time of trial, according to proof.

26 7. Defendants DOES 1 through 10, inclusive, whether individual, corporate,
27 associate or otherwise, are fictitious names of Defendants whose true names and
28 capacities are, at this time, unknown to Plaintiff. Plaintiff is informed and believes and

1 thereon alleges that, at all times mentioned herein, each of the Defendants sued herein
2 as a DOE Defendant was the agent, servant and employee of its, his or her co-
3 defendants and, in doing the things mentioned herein, was acting within the scope of
4 its, his or her authority as such agent, servant, and employee and with the permission
5 and consent of its, his or her co-defendants and that each of said fictitiously named
6 Defendants is in some manner liable or responsible to Plaintiff based on the facts
7 hereinafter alleged and caused injuries and damages proximately thereby as hereinafter
8 alleged. At such time as said Defendants' true names and capacities become known to
9 Plaintiff, it will seek leave of Court to amend this Complaint to insert their true names
10 and capacities.

11 Jurisdiction

12 8. The real property, representations and other transactions which are the
13 subject matter of this action were located, made or entered into in the County of
14 Riverside, State of California.

15 The Contract

16 9. In or about early August, 2002 and at the request of Defendants, HRB
17 submitted a bid/proposal to complete the buildout of the interiors of buildings 39, 40,
18 41 and 42 of the Southside Berthing Buildings located at 19629 Highway 79, Gilman
19 Hot Springs, California (hereinafter referred as the "Project").

20 10. At the special behest of Defendants, and each of them, who asked
21 Plaintiff to bid within their budget, if possible, Plaintiff bid the Project for the sum of
22 \$12,704,519.00. Plaintiff is informed and believes and thereon alleges that Plaintiff
23 was the lowest qualified bidder.

24 11. In or about mid August, 2002, Plaintiff's bid/proposal was accepted by
25 Defendants and the parties orally agreed that Plaintiff would do the work described
26 above for the stated sum ("Agreement").

27 ///

28 ///

14. Plaintiff expended a considerable amount of energy, cost and expense in reliance upon the Agreement, as Plaintiff proceeded, in good faith, to work on the Project. As of the date of Defendants' breach of the Agreement, Defendants, and each of them, owed Plaintiff the sum of \$261,802.21 as reflected in the three (3) invoices attached collectively hereto as Exhibit "A". As of the date of the filing of this Complaint, neither all nor any part of said sum has been paid.

Mechanic's Lien

15. On or about January 27, 2003, Plaintiff recorded in the Official Records of the County Recorder's Office of Riverside, a mechanic's lien in the amount of \$261,802.21. A true and correct copy of the mechanic's lien is attached hereto as Exhibit "B" and by this reference made a part hereof as though fully set forth.

FIRST CAUSE OF ACTION

(Breach of Contract Against All Defendants)

16. Plaintiff incorporates and realleges paragraphs 1 through 15, inclusive, as though set forth herein.

17. Defendants, and each of them, have materially breached the Agreement by, among other things:

- a. Failing and refusing to pay Plaintiff the sum of \$261,802.21 now due and owing under the terms of the Agreement;
- b. Terminating the Agreement without cause; and
- c. Contacting Plaintiff's subcontractors and material suppliers who had already committed to work on the Project in order to cut Plaintiff out of the Project and to prevent Plaintiff from making a profit on its work.

18. Plaintiff has performed all conditions, covenants and promises under the Agreement to be performed except those conditions excused by the acts of Defendants.

19. Although demand has been made, the sum of \$261,802.21 remains due, owing and unpaid to Plaintiff.

(Fraud and Deceit Against all Defendants)

27. Plaintiff incorporates by reference paragraphs 1 through 15, inclusive, as though fully set forth herein.

28. In or about mid-August 2002, Defendants, and each of them, entered into the Agreement promising Plaintiff that it would be paid the sum of \$12,704,519.00 in exchange for work to be performed at the Project as alleged herein. At the special request of Defendants, and each of them, by and through their representatives including Sarah Blythe, Steve Rule and Mike Gilchrist, Plaintiff commenced work on the Project as alleged hereinabove.

29. Plaintiff is informed and believes and thereon alleges that, at the time Defendants entered into the Agreement with Plaintiff and made the promises as alleged herein, Defendants had no intention of performing under the terms of the Agreement.

30. Plaintiff is informed and believes and thereon alleges that Defendants entered into the Agreement and made the promises as alleged herein with the intent to induce Plaintiff to undertake considerable pre-construction preparatory work, including obtaining commitments from subcontractors and material suppliers and to, thereafter, terminate Plaintiff, cheat Plaintiff out of its anticipated profit, and take advantage of Plaintiff's work product, subcontractors and suppliers.

31. At the time the Agreement was entered into and at the time these promises were made, Plaintiff was ignorant of Defendants' secret intention not to perform under the terms and conditions of the Agreement. Plaintiff justifiably relied upon the Agreement and promise to perform by engaging in considerable pre-construction work for which Plaintiff has not been compensated. If Plaintiff had known of the actual intention of Defendants, and each of them, Plaintiff would not have entered into the Agreement and would not have undertaken the pre-construction work.

32. Defendants, and each of them, have failed to abide by their promise to perform by, among other things, terminating the Agreement without cause, taking

possession of Plaintiff's work product, and directly contacting Plaintiff's subcontractors and suppliers in an effort to cheat Plaintiff out of its rightful profit under the terms of the Agreement. But for the acts of Defendants and each of them, Plaintiff would have continued to perform its duties under the terms of the Agreement.

33. As a direct and proximate result of the fraudulent conduct of Defendants, and each of them, Plaintiff was induced to expend significant amounts of time and money in undertaking the pre-construction services as alleged hereinabove and has received no profit or other compensation for its work. The precise amount of Plaintiff's damage is unknown at this time but believed to be within the jurisdiction of this Court. Plaintiff will amend this Complaint to allege the precise amount of its damage when ascertained.

34. The aforementioned conduct of Defendants, and each of them, was an intentional misrepresentation, deceit or concealment of material fact known to the Defendants with the intention on the part of Defendants to deprive Plaintiff of its right to earn a profit on the Project. Moreover, the conduct of Defendants, as alleged herein, was willful, fraudulent, oppressive, malicious and despicable subjecting Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights so as to justify an award of exemplary and punitive damages.

FOURTH CAUSE OF ACTION

(Quantum Meruit Against All Defendants)

35. Plaintiff incorporates by reference paragraphs 1 through 15, inclusive, as though fully set forth herein.

36. Within two (2) years last past, Plaintiff performed work at the Project at the special request of Defendants. Defendant knew that the services were being provided and promised to pay their reasonable value.

37. Plaintiff has repeatedly demanded payment from Defendants.

38. The fair and reasonable value of the work performed by Plaintiff is not less than \$261,802.21 plus interest thereon. There is now due, owing and unpaid the

1 sum of \$261,802.21.

2 **FIFTH CAUSE OF ACTION**

3 **(Unjust Enrichment Against All Defendants)**

4 39. Plaintiff incorporates by reference paragraphs 1 through 15, inclusive, as
5 though fully set forth herein.

6 40. Defendants, and each of them, have been unjustly enriched by virtue of
7 the work performed by Plaintiff as alleged herein in an amount of not less than
8 \$261,802.21, plus interest thereon at the legal rate.

9 41. Neither the whole nor any part of said sum has been paid, although
10 demand therefore has been made, and there is now due, owing and unpaid a sum of
11 money in the amount of not less than \$261,802.21 together with interest thereon at the
12 legal rate.

13 **SIXTH CAUSE OF ACTION**

14 **(Account Stated Against All Defendants)**

15 42. Plaintiff incorporates by reference each and every allegation contained in
16 paragraphs 1 through 15, inclusive, as though fully set forth herein.

17 43. As of December 2002, an account was stated, in writing, by and between
18 Plaintiff and Defendants and on such statement a balance of \$261,802.21 was found due
19 and owing to Plaintiff from Defendants, and each of them. Defendants agreed to pay
20 Plaintiff the said balance.

21 44. Neither the whole nor any part of said sum has been paid, although
22 demand therefore has been made, and there is now due, owing and unpaid a sum of
23 money in the amount of not less than \$261,802.21 together with interest thereon at the
24 legal rate.

25 **SEVENTH CAUSE OF ACTION**

26 **(Open Book Account Against All Defendants)**

27 45. Plaintiff incorporates by reference each and every allegation contained in
28 paragraphs 1 through 15, inclusive, as though fully set forth herein.

indebted to Plaintiff on an open book account for money due in the sum of \$261,802.21 in connection with the work performed by Plaintiff at Defendants' special instance and request and for which Defendants, and each of them, agreed to pay the above some.

47. Neither the whole nor any part of said sum has been paid, although demand therefore has been made, and there is now due, owing and unpaid a sum of money in the amount of not less than \$261,802.21 together with interest thereon at the legal rate.

WHEREFORE, Plaintiff prays for judgment against each Defendant as follows:

FIRST CAUSE OF ACTION

1. Damages in the amount of not less than \$261,802.21 together with interest thereon at the maximum legal rate;

SECOND CAUSE OF ACTION

2. Damages in the amount of not less than \$261,802.21 together with interest thereon at the maximum legal rate;

3. The demands of Plaintiff and all persons having claims of lien, or any interest on the property which is the subject matter of this litigation be ascertained and adjudged and that the interest of Defendants, and any person claiming under them, be sold under the decree of this Court to satisfy the amount of the mechanic's lien ascertained and adjudged in favor of Plaintiff;

4. Should any deficiency result from the sale of the property which is the subject matter of this litigation in this Court's decree, that Plaintiff have judgment for such deficiency against Defendant;

THIRD CAUSE OF ACTION

5. Damages in the amount of not less than \$261,802.21 plus interest thereon at the legal rate;

6. Punitive damages according to proof;

\\ \

1 **FOURTH, FIFTH, SIXTH AND SEVENTH CAUSES OF ACTION**

2 7. Damages against all Defendants in the amount of not less than
3 \$261,802.21 with interest thereon at the maximum legal rate;

4 **AS TO ALL CAUSES OF ACTION**

- 5 8. Cost of suit incurred herein;
6 9. Attorney's fees if permissible by law; and
7 10. Such other and further relief as the Court may deem just and proper.

8
9
10 Dated: April 25, 2003

WOLF, RIFKIN, SHAPIRO & SCHULMAN, LLP

11
12
13 By: _____


LESLIE STEVEN MARKS, Attorneys for
Plaintiff HOSPITALITY CONSTRUCTION
& DEVELOPMENT, INC., a California
corporation dba HRB GENERAL
CONTRACTORS



INVOICE

PROJECT 0209	INVOICE NUMBER 0209-3	DATE 12/16/2002
------------------------	---------------------------------	---------------------------

PROJECT NAME

CHURCH OF SCIENTOLOGY - HEMET

DESCRIPTION	AMOUNT
PERIOD FROM 11/04/02 - 12/20/02	
LABOR WORK:	
PROJECT MANAGERS @ 114 HOURS	\$ 236.89
PROJECT MANAGERS @ 220 HOURS	\$ 15,865.30
EXECUTIVES @ 433 HOURS 7/15 to 12-15-2002	\$ 74,614.56
SUPERINTENDENT @ 116 HOURS	\$ 9,282.58
SAFETY @ 14 HOURS	\$ 1,423.94
ACCOUNTING @ 10 HOURS	\$ 419.64
ADDY SOSA /ACCOUNTING @24 HOURS	\$ 384.00
TELEPHONE	
VERIZON	\$ 174.02
VERIZON WIRELESS - KEITH CHILCOTT'S CELL	\$ 267.05
VERIZON WIRELESS - RICHARD PIERCE'S CELL	\$ 65.05
VERIZON WIRELESS	\$ 72.72
POSTAGE & DELIVERY	
AMPCO SYSTEM PARKING	\$ 18.90
THE EXPRESS GROUP	\$ 141.00
FEDERAL EXPRESS	\$ 81.51
TOOLS, SUPPLIES & MISC. EXPENSES	
HOME DEPOT	\$ 409.12
GE CAPITAL	\$ 1,481.24
BALDWIN - CAR GAS & MAINTENANCE / RENTAL EXPENSES	\$ 13,086.74
SOFITEL HOTEL TRAVEL EXPENSES	\$ 449.22
WOLF, RIFKIN & SHAPIRO, LLP - LEGAL SERVICES	\$ 8,443.75
AMERICAN AIRLINES - TRAVEL EXPENSES	\$ 383.50
FORD GRAPHICS	\$ 1,836.34
MONTERO, GUILLERMO EXPENSES	\$ 115.07
RIGHTWAY	\$ 945.30
SIERRA SPRING WATER	\$ 100.85
SYNERGY AIT LLC.	\$ 3,014.57
5% CONTRACTOR'S FEE	\$ 6,865.64
TOTAL	\$ 139,978.50



HOSPITALITY
RESTORATION
AND BUILDERS

INVOICE

PROJECT 0209	Invoice 0209-2	DATE 11/11/2002
------------------------	--------------------------	---------------------------

PROJECT NAME CHURCH OF SCIENTOLOGY- HEMET

DESCRIPTION	AMOUNT
PERIOD FROM 10/07/02-11/03/02	
LABOR WORK:	
PROJECT MANAGERS @ 334 HOURS	\$ 30,072.87
SUPERINTENDENT @ 168 HOURS	\$ 12,660.81
ESTIMATING @ 98 HOURS	\$ 6,173.02
SAFETY @ 30 HOURS	\$ 3,026.24
ACCOUNTING @ 20 HOURS	\$ 829.36
TELEPHONE	
VERIZON	\$ 225.21
VERIZON WIRELESS - RICHARD PIERCE'S PHONE	\$ 99.62
VERIZON WIRELESS - RICHARD PIERCE'S CELL	\$ 166.76
POSTAGE & DELIVERY	
CALIFORNIA OVERNIGHT	\$ 11.74
FEDERAL EXPRESS	\$ 86.35
TOOLS, SUPPLIES & MISC. EXPENSES	
RIGHTWAY - RESTROOM'S SERVICES	\$ 945.30
FORD GRAPHICS	\$ -879.24
GE CAPITAL MODULAR	\$ 3,075.59
AMERICAN EXPRESS - TRAVEL EXPENSES	\$ 42.00
5% CONTRACTOR'S FEE	\$ 3,446.47
TOTAL	\$ 61,740.58



INVOICE

PROJECT 0209	INVOICE NUMBER 0209-1	DATE 10/29/02
------------------------	---------------------------------	-------------------------

PROJECT NAME

CHURCH OF SCIENTOLOGY - HEMET

DESCRIPTION	AMOUNT
PERIOD FROM 08/20/02 - 10/06/02	
LABOR WORK:	
PROJECT MANAGERS @ 350 HOURS	\$ 20,764.23
SUPERINTENDENT @ 282 HOURS	\$ 18,935.91
ESTIMATING @ 140 HOURS	\$ 9,260.48
SAFETY @ 16 HOURS	\$ 1,587.24
ACCOUNTING @ 15 HOURS	\$ 614.58
TELEPHONE	
VERIZON WIRELESS	\$ 350.80
VERIZON WIRELESS - KEITH CHILCOTT'S CELL PHONE	\$ 220.31
NEXTELL - RICHARD PIERCE'S CELL PHONE	\$ 106.28
POSTAGE & DELIVERY	
FEDERAL EXPRESS	\$ 47.99
UNITED PARCEL SERVICES	\$ 25.65
CALIFORNIA OVERNIGHT	\$ 20.87
TOOLS, SUPPLIES & MISC. EXPENSES	
RIGHTWAY- RESTROOM'S SERVICES	\$ 945.30
STAPLES - SUPPLIES	\$ 650.46
FORD GRAPHICS	\$ 2,834.90
FAXWELL REPAIR SERVICE - REPAIR FAX MACHINE	\$ 359.76
FAXWELL REPAIR SERVICE - SUPPLIES	\$ 80.81
SIERRA SPRINGS - DRINKING WATER	\$ 57.80
RICHARD PIERCES' EXPENSES - SUPPLIES	\$ 307.79
KEITH CHILCOTT' S EXPENSES - STAPLES	\$ 50.87
5% CONTRACTOR'S FEE	\$ 2,861.10
TOTAL	\$ 69,083.13

AND WHEN RECORDED MAIL TO

DOC # 003-059416
7/2003

NAME HRB

STREET 1618 1/2 W. 134th Street
ADDRESS

CITY Gardens, CA 90249

STATE
ZIP

Confirmed Copy

Has not been compared with original

Gary L Orso

County of Riverside
Assessor, County Clerk & Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN
(Claim of Lien)

The undersigned, HRB General Contractors dba Hospitality Construction and Developeint Inc., referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of Riverside, County of Riverside, State of California, and described as follows: 19629 Highway 79 Gilman Hot Springs, California - Golden Era Productions, So-Side Berthing Bldg #39,40,41 & 42.

(Full Name of Person or Firm Claiming Mechanic's Lien, Contractors use name exactly as it appears on Contractor's License.)
Although the Street Address is Sufficient, it is Advisable to Give Both the Street Address and the Legal Description.)

After deducting all just credits and offsets, the sum of \$ 261,802.21, together with interest thereon at the rate of 7% per cent per annum from July 2002

(See Note on Reverse Side) (Date when Amount of Claim Became Due)
is due Claimant for the following labor, services, equipment and/or materials furnished by Claimant: General Construction, Labor and Materials.

(General Description of the Work and/or Materials Furnished)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Church of Scientology International

(Usual Name of Person or Firm Who Ordered from, or Contracted with Claimant for the Work and/or Materials)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Church of Scientology International 1710 Ivar Avenue Suite 1105, Los Angeles, CA 90028

(This information may be obtained from the County Recorder or by checking the building permit application at the Building Department)

SEE REVERSE SIDE FOR
ADDITIONAL INSTRUCTIONSName of Claimant HRBBy G. J. [Signature], Its President
(Signature of Claimant or Authorized Agent and Title)

VERIFICATION

HRB GENERAL CONTRACTORS dba
HOSPITALITY CONSTRUCTION AND
DEVELOPMENT, INC.I, the undersigned, declare: I am the President of HRB GENERAL CONTRACTORS dba HOSPITALITY CONSTRUCTION AND DEVELOPMENT, INC.

(Title)

(Name of Claimant)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

January 27, 2003

(Date of Signature)

G. J. [Signature], Its President
(Signature of the Recorder who certifies that the Contents of the Claim of Mechanic's Lien are True)

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):

Leslie Steven Marks, Esq.
 WOLF, RIFKIN, SHAPIRO & SCHULMAN, LLP
 11400 W. Olympic Blvd., 9th Fl.

Los Angeles, CA 90064-1557

TELEPHONE NO.: (310) 478-4100 FAX NO.: (310) 479-1422

ATTORNEY FOR (Name): Hospitality Construction

INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY:

RIVERSIDE COUNTY SUPERIOR COURT
 HEMET/SAN JACINTO COURT

CASE NAME: HOSPITALITY CONSTRUCTION & DEVELOPMENT,
 INC. v. GOLDEN ERA PRODUCTIONS, ET AL.

CIVIL CASE COVER SHEET

 Limited Unlimited

Complex Case Designation

 Counter Joinder

Filed with first appearance by defendant
 (Cal. Rules of Court, rule 1811)

CASE NUMBER:

ASSIGNED JUDGE:

Please complete all five (5) items below.

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

Auto Tort

 Auto (22)

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

 Asbestos (04)

 Product liability (24)

 Medical malpractice (45)

 Other PIPD/WD (23)

Non-PIP/WD (Other) Tort

 Business tort/unfair business practice (07)

 Civil rights (e.g., discrimination, false arrest) (08)

 Defamation (e.g., slander, libel) (13)

 Fraud (16)

 Intellectual property (19)

 Professional negligence (e.g., legal malpractice) (25)

 Other non-PIP/WD tort (35)

Employment

 Wrongful termination (36)

 Other employment (15)

Contract

 Breach of contract/warranty (06)

 Collections (e.g., money owed, open book accounts) (09)

 Insurance coverage (18)

 Other contract (37)

Real Property

 Eminent domain/inverse condemnation (14)

 Wrongful eviction (33)

 Other real property (e.g., quiet title) (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 1800-1812)

 Antitrust/Trade regulation (03)

 Construction defect (10)

 Claims involving mass tort (40)

 Securities litigation (28)

 Toxic tort/Environmental (30)

 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

 Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (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 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:a. Large number of separately represented partiesd. Large number of witnessesb. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolvee. Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal courtc. Substantial amount of documentary evidencef. Substantial post-disposition judicial disposition

3. Type of remedies sought (check all that apply):

a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):

5. This case is is not a class action suit.

Date: April 25, 2003

Leslie Steven Marks, Esq.
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 at seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
4050 Main Street 2nd Floor
Riverside, CA 92501

NOTICE OF TRIAL DEPARTMENT ASSIGNMENT AND CASE MANAGEMENT CONFERENCE

HOSPITALITY CONSTRUCTION VS GOLDEN ERA
CASE NO. RIC392393

The above entitled case is ASSIGNED to the HONORABLE
COMMISSIONER JOAN F. ETTINGER in Department 10 for ALL PURPOSES.

The Case Management Conference described in Rules of Court 212 is
scheduled for 11/14/03 at 8:30 am/pm in Department 10.

The plaintiff/cross-complainant shall serve a copy of the Notice of
Trial Department Assignment and Case Management Conference on all
defendants/cross-defendants named or added to the complaint and file
proof of service thereof.

Any challenge pursuant to Section 170.6 of the Civil Code of Procedure
shall be made within twenty (20) days (15 days pursuant to 68616(I)
plus 5 days pursuant to 1013(a) CCP) from the date of this notice of
assignment, or if the party has not yet appeared, then within fifteen
(15) days after the party's first appearance.

If this case has been assigned to a Judge Pro Tempore, whose
appointment as Commissioner is in accordance with Article Six, Section
Twenty-two of the Constitution of this State and who has been
appointed as a Temporary Judge pursuant to an order of the Court
under the authority of Article Six, Section Twenty-one of the
Constitution and Section 259 of the Civil Code of Procedure; within
ten (10) days of the date of this notice, the parties MUST file a
Notice of Non-Stipulation if they do not stipulate to the hearing of
pre-trial, trial and all subsequent post-trial law and motion matters
before the Commissioner.

Failure to file such notice within (10) days shall be deemed
acceptance of the assignment.

DATE OF NOTICE: 04/25/03

CLERK'S CERTIFICATE

I, Clerk of the above entitled Court, do hereby certify that on this
date, I provided the plaintiff(s) or plaintiffs' attorney of record
with a copy of the foregoing NOTICE.

CLERK OF THE COURT

Date: 04/25/03

by:


LAURA MONTOYA