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FILED
LOS ANGELES SUPERIOR COURT

MAY 19 2005

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK
BY J. SUNGA, DEPUTY

Case assigned to
Judge *David Workman*
D-40

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

11 GABRIELA JOHANSSON, an individual,)
12 Plaintiff,)
13 v.)
14 TERRY RICHARDSON, an individual;)
15 and DOES 1 through 100, inclusive,)
16 Defendants.)

CASE NO. BC333681

COMPLAINT FOR:

- (1) FRAUD - INTENTIONAL MISREPRESENTATION;
- (2) FRAUD - CONSTRUCTIVE FRAUD;
- (3) FRAUD - FRAUDULENT CONCEALMENT;
- (4) RESCISSION;
- (5) MISAPPROPRIATION OF RIGHT OF PUBLICITY;
- (6) INVASION OF PRIVACY;
- (7) FALSE LIGHT INVASION OF PRIVACY;
- (8) BREACH OF ORAL CONTRACT;
- (9) BREACH OF IMPLIED CONTRACT;
- (10) BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
- (11) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (12) DECLARATORY RELIEF;
- (13) INJUNCTIVE RELIEF

[JURY TRIAL DEMANDED]

CIT/CASE: BC333681 LEA/DEF#:
RECEIPT #: CCH280104031
DATE PAID: 05/19/05 12:33:43 PM
PAYMENT: \$299.50 0310
RECEIVED:
CHECK: 299.50
CASH:
CHANGE:
CARD:

ORIGINAL

1 Plaintiff GABRIELA JOHANSSON alleges as follows:

2 **THE NATURE OF THIS ACTION**

3 1. This Complaint is brought by Plaintiff GABRIELA JOHANSSON ("Plaintiff"
4 and/or "Johansson"), an established professional model, against Defendant TERRY
5 RICHARDSON ("Defendant" and/or "Richardson"), a smut photographer who posing as a
6 legitimate photographer fraudulently lures professional models into allowing him to photograph
7 them for alleged professional casting auditions, and then exploits their photos as past of a sleazy
8 and tortious scheme.

9 2. Richardson and his related entities and/or agents, under the guise of a "test shoot"
10 session auditioning models for an alleged professional modeling job, conned Johansson and other
11 models through blatant fraud, deceit, false promises, trickery and/or representations into posing
12 for semi-nude and nude photographs. Unbeknownst to Johansson, not only did the alleged
13 professional modeling job not exist, the model "sign-in" and age verification sheet that Richardson
14 and his agents directed Johansson -- a non-native English speaking immigrant -- to sign was not
15 a sign-in sheet but in actuality a purported model release. The purported model release allegedly
16 granted Richardson, without any consideration whatsoever to Johansson or the other models,
17 unlimited rights to use, exploit and disseminate the models' photographs and likenesses for any
18 purpose. Richardson has and continues to wrongfully exploit and disseminate, throughout the
19 world, photographs of Johansson for Richardson's personal use, gain and/or profit, to Johansson's
20 detriment, without the approval or authorization of Johansson and despite her demands that
21 Richardson cease and desist his tortious conduct.

22 3. Based on the substantial harm and damages she has incurred, and to prevent
23 additional damages in the future as a result of Richardson's fraudulent scheme, Johansson claims:
24 (1) Fraud - Intentional Misrepresentation; (2) Fraud - Constructive Fraud; (3) Fraud - Fraudulent
25 Concealment; (4) Rescission; (5) Misappropriation of Right of Publicity; (6) Invasion of Privacy;
26 (7) False Light Invasion of Privacy; (8) Breach of Oral Contract; (9) Breach of Implied Contract;
27 (10) Breach of Covenant of Good Faith and Fair Dealing; (11) Intentional Infliction of Emotional
28 Distress; and seeks (12) Declaratory Relief; and (13) Injunctive Relief.

1 publishers for dissemination in print and electronic media, and/or sale or use by galleries for
2 dissemination or exhibition in print or electronic media.

3 8. Plaintiff is informed and believes and based thereon alleges that Defendants, and
4 each of them, were the agents, employees, partners, joint venturers, co-conspirators, owners,
5 principals, and/or employers of the remaining Defendants, and each of them, and are, and at all
6 times herein mentioned were, acting within the course and scope of that agency, employment,
7 partnership, conspiracy, ownership or joint venture. Plaintiff is further informed and believes and
8 based thereon that the acts and conduct alleged herein were known to, authorized and/or ratified
9 by the officers, directors, and managing agents of Defendants, and each of them.

10 FACTUAL BACKGROUND AND ALLEGATIONS

11 Casting "Test Shoot" Session

12 9. In or about August 2003, Johansson, a Romanian and non-native English speaking
13 model, received information from Richardson, submitted and received through Johansson's
14 professional modeling agency in Los Angeles, California, LA Models, requesting professional
15 models to attend an alleged professional casting test shoot session in Los Angeles, California (the
16 "Casting Session"). In response to the Casting Session notice, Johansson, along with other models
17 represented by LA Models and other agencies, attended the purported Casting Session. Johansson,
18 LA Models, and the other models represented by LA Models who attended the Casting Session,
19 believed and operated under the express representation and information from Richardson that the
20 Casting Session was only for test shoot purposes for a casting audition for a *potential* professional
21 job involving topless poses. Johansson's attendance and consent to the photo shoot was based on
22 the conditions represented and expressly agreed to prior to the Casting Session, namely, that the
23 photographs of Johansson were test shoots for casting purpose use only and the photo session was
24 not a booked job.

25 10. In or about August 2003, Johansson and Richardson entered into an oral agreement
26 (hereinafter the "Agreement") whereby Johansson agreed to appear at a private Casting Session
27 photo shoot in Los Angeles, California, where Richardson would take "test shoot" photographs
28 of Johansson (hereinafter "Photographs") which were to be used solely for casting purpose

1 consideration for an alleged potential professional modeling job.

2 11. Pursuant to the Agreement, Johansson permitted Richardson to take the Photographs
3 of her during the private photo session. Johansson was not paid any compensation by Richardson
4 for the Photographs. Nor did Richardson pay Johansson for the right to sell, license, publish or
5 otherwise exploit the Photographs. Johansson would not have consented to such use in any event.
6 Johansson, an established professional model represented through a professional agency, would
7 never have knowingly agreed to an unlimited model release, whether for monetary consideration
8 or otherwise, especially in order to merely have photos of herself taken in audition for a potential
9 job. There was no mutuality of consent nor meeting of the minds for any alleged model release.

10 12. The Agreement was solicited, entered into and partially performed in Los Angeles,
11 California. Richardson's fraud and the harms to Johansson occurred in Los Angeles, California.

12 13. Upon Johansson's arrival at the Chateau Marmont Hotel, in Los Angeles,
13 California, at approximately 11:00 a.m., for the purported Casting Session, Johansson (along with
14 other models in attendance) was told to wait in the hallway because Richardson wasn't ready to
15 begin the Casting Session. The call time for the Casting Session was between 11:00 a.m. and
16 11:30 a.m., however, Johansson, the second or third person in line, was left waiting in line in the
17 hallway for about one hour before entering the room. At no point during the lengthy time that
18 Johansson was made to wait prior to entering the room where the photos were taken was
19 Johansson, or any of the other waiting models, given any documents to review, including any
20 alleged model release.

21 14. Upon entering the casting room, Johansson was seated on a couch and instructed
22 by a woman to wait for Richardson. The woman then directed Johansson to papers on a nearby
23 table in the room and instructed Johansson simply to sign the "sign-in" papers and fill-in the
24 necessary age verification information to verify that she was not a minor. Johansson understood
25 the sign-in process as consistent with the typical sign-in process of a casting shoot, especially
26 involving topless poses whereby a model must confirm that she is not a minor. Johansson was not
27 given an opportunity to review the alleged model release and purported sign-in age verification
28 sheet (the "Alleged Model Release"), but merely signed it as directed by Richardson's agents.

1 Johansson was given mere seconds to write her name, address, social security number and/or
2 driver's license, and to sign the papers. Johansson did not have time to remove the papers from
3 the table and was never presented with a duplicate copy of the papers. The Alleged Model
4 Release, which was only momentarily presented to Johansson without the opportunity for her, a
5 non-native English speaker, to review the document or seek advice of counsel or her agent,
6 contained small point font with language that most native English speakers could not even begin
7 to comprehend.

8 15. Almost immediately upon Johansson being directed to sign the sign-in age
9 verification papers, Richardson joined Johansson in the room on the couch to review Johansson's
10 professional modeling portfolio book.

11 16. After reviewing Johansson's portfolio, Richardson proceeded to take photographs
12 of Johansson. As soon as Richardson began taking the topeless Photographs of Johansson,
13 Richardson requested Johansson to show more than merely a topless pose, and then ultimately
14 pushed aggressively for her to pull down her bottoms and/or remove all of her clothes - which was
15 not the stated and represented purpose of the casting session. Johansson became very
16 uncomfortable with Richardson's conduct and his requested poses as he continued to push
17 aggressively for full nude versus only semi-nude/topless photographs. Although Johansson was
18 initially pressured by Richardson under the false pretense and promise of a potential modeling job
19 to participate in nude poses of which she was extremely uncomfortable, Richardson's conduct
20 quickly resulted in Johansson's refusal to continue and her termination of the Casting Session.
21 Johansson's participation in the Casting Session and any alleged agreement for the use of the
22 Photographs by Richardson was thereby rescinded.

23 17. Johansson has never previously posed for nor allowed any full nude photographs
24 to be taken of herself, nor would she ever agree or consent to the public dissemination or
25 publication of any such photographs of herself, which are highly offensive to her, an invasion of
26 her privacy and damaging to her career.

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1 18. Plaintiff is informed and believes and based thereon alleges that Richardson had
2 represented to and informed LA Models, who in-turn informed its models, that the photo shoot
3 was a Casting Session for a potential job and that the photo shoot was not a booked job. It is the
4 custom and practice in the modeling profession that professional models with representation
5 generally do not sign releases at a casting session. LA Models and Johansson do not knowingly
6 sign any releases at a casting session that have not been previously reviewed and negotiated. Any
7 and all releases for represented professional models are to be submitted through the model's
8 representatives and the proposed release would need to be reviewed and agreed upon by the agency
9 and the model, and/or their attorney, for potential signature.

10 19. Johansson only agreed to the photo shoot and Casting Session based on express
11 representations by Richardson and/or his agents and the understanding that the Photographs were
12 only for test shoot casting purposes and could not be otherwise used, disseminated or exploited.

13 20. At no time did Richardson, nor any of his staff, ever discuss or state to Johansson
14 that the "test shoot" photo shoot was allegedly a "booked job." Johansson was never asked to sign
15 any purported model release. Johansson, an established professional model represented and
16 contacted through a professional agency, would never have knowingly agreed to a full unlimited
17 model release without consideration. Nor would she have knowingly permitted unlimited
18 exploitation of test photos of herself. Any and all releases for Johansson must be submitted to and
19 approved through her modeling agency prior to Johansson's review and potential signature, which
20 did not occur in connection with Richardson's Casting Session.

21 21. Johansson did not knowingly sign a release nor any other written agreement or
22 document evidencing consent to use of her name and likeness -- she merely signed what she
23 believed and was informed and represented to be a sign-in sheet and verification of age. At no
24 time did Johansson give any verbal consent to the commercial use of any Photographs of herself.
25 Johansson's participation in the photo shoot and signing of the Alleged Model Release, which she
26 believed to be a sign-in form, was fraudulently induced/obtained, lacked mutuality of consent or
27 a meeting of the minds, and was not supported by consideration.

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1 22. Johansson is informed and believes and based thereon alleges that Richardson has
2 an ongoing scheme and practice of intentionally and fraudulently inducing or tricking vulnerable
3 models, including those for whom English is a second language, into signing unlimited model
4 releases without consideration and without their knowledge in order that Richardson may exploit
5 their photographs for his own commercial gain.

6 23. Johansson has never consented to the commercial use of any of the Photographs,
7 including the posting or displaying on Richardson's Website or allowing the display on other
8 websites or in any public exhibitions. No has Johansson ever consented to Richardson's
9 commercial use, dissemination, sale and/or exploitation of the Photographs. Johansson only
10 agreed that the Photographs could be used for test shoot casting purposes for the specific potential
11 job which was the purported subject of the Casting Session.

12 **Johansson First Learns of Richardson's Fraudulent Scheme**
13 **and Wrongful Use and Dissemination of the Photographs**

14 24. Despite the above stated facts, Richardson has, without authorization, exploited and
15 attempted to exploit the Johansson Photographs, having unlawfully published and disseminated
16 them on his website at terryrichardson.com (the "Website"), commencing in or about early Fall
17 2004, and in a gallery exhibition traveling through-out the United States, all in violation of
18 Johansson's rights.

19 25. In or about Fall 2004, soon after Richardson's creation and posting of his Website,
20 Johansson first became aware that Richardson was publicly disseminating the Photographs and
21 exploiting the Photographs in order to promote Defendant's Websites, services, merchandise and
22 goods throughout the State of California, the United States and throughout the world. All such
23 activity is and was without the knowledge, approval or authority of Johansson.

24 26. As a result, in or about September 2004 and October 2004, Johansson's
25 representatives sent written cease and desist demands to Richardson, informing Richardson that
26 he had no right to publish, disseminate, license or otherwise commercially exploit any of the
27 Photographs. Johansson further informed Richardson of the damages she had incurred, the
28 violations of her rights, and the fact that any further publication or dissemination of the

1 Photographs would be an intentional violation of her rights which would result in further and
2 increased damages.

3 27. In response to Johansson's representatives informing Richardson that he had no
4 right to license or otherwise disseminate or exploit any of the Photographs and that Johansson had
5 not signed a model release, Richardson, by and through his representatives, for the first time ever,
6 produced to Johansson a copy of the Alleged Model Release. This was Johansson's first
7 knowledge of the existence of any alleged model release, first knowledge that unbeknownst to her
8 at the time of the Casting Session the sign-in age verification form was a purported model release,
9 and first knowledge of Richardson's fraudulent scheme and fraudulent misrepresentations.

10 28. Johansson thereafter placed Richardson on notice that the Alleged Model Release
11 was null and valid, having been obtained by fraud and deceit, without Johansson's knowledge,
12 without consideration and without any meeting of the minds, and that Richardson had no right to
13 further publish, disseminate, license or otherwise commercially exploit any of the Photographs.

14 29. In further response to Johansson informing Richardson that he had no right to
15 license or otherwise commercially exploit any of the Photographs and that Johansson had not
16 knowingly signed a model release, that any alleged model release was obtained by means of fraud
17 and was therefore void and rescinded, Richardson, by and through his representatives represented
18 that he would remove the pictures of Johansson from his Website and that the Photographs would
19 not be further published or disseminated. Johansson is informed and believes and alleges thereon
20 that the promise and agreement, in response to Johansson's extreme outrage and objection to the
21 publication of the Photographs and fraudulent scheme and tortious conduct, was an
22 acknowledgment that Defendant Richardson had no right to sell, license, or publish the
23 Photographs and that it represented an outrageous violation of Johansson's rights.

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1 consideration for the one potential professionally booked modeling job;

2 (iii) the Alleged Model Release was a "sign-in" and model age verification form,
3 as required in photo shoots involving semi-nude or nude poses; and

4 (iv) if, based upon the "test shoot" Photographs, Johansson was selected and
5 offered the potential professionally booked job, she would be offered compensation to be
6 negotiated through her professional modeling agency.

7 38. At the time the foregoing representations were made by Richardson, they were in
8 fact false.

9 39. At the time the foregoing misrepresentations were made, Richardson knew them to
10 be false, and made said misrepresentations with the intention and expectation that Johansson would
11 act in reliance upon them and be induced provide her services and pose for said Photographs, enter
12 into the aforementioned Agreement or agreements, sign the Alleged Model Release and otherwise
13 act to her detriment.

14 40. At the time said representations were made by Defendants and at the time Johansson
15 took the actions herein alleged, Johansson was ignorant of the true facts and ignorant of the falsity
16 of Defendants' representations and believed them to be true, and justifiably relied on them. Had
17 Johansson known the actual and true facts, she would not have, among other things, attended the
18 Casting Session, signed the Alleged Model Release believed to be a sign-in age verification form,
19 and/or posed for the Photographs.

20 41. Johansson's reliance on Defendants' representations were justified because
21 Richardson had a reputation in the industry as a professional photographer of some notoriety. In
22 addition, Richardson represented to LA Models, Johansson's professional modeling agency, that
23 he was holding an open casting "test shoot" session for a potential professional modeling job.
24 Further, Johansson was informed of and sent to the Casting Session by her professional modeling
25 agency based upon Richardson's reputation and representations with regard to holding an open
26 casting "test shoot" session. Johansson reasonably relied on said fraudulent misrepresentations
27 and as a result thereof, was induced to enter into the agreements and/or perform under said
28 agreements.

1 SECOND CAUSE OF ACTION

2 **Fraud – Constructive Fraud**

3 **(Against all Defendants)**

4 47. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
5 contained in paragraphs 1 through 35 and 37 through 42, inclusive, as though fully set forth
6 herein.

7 48. Defendants have engaged in constructive fraud by concealing their intention to
8 fraudulently induce or trick or deceive Johansson into attending the Casting Session, and enter into
9 the Agreement or agreements referenced hereinabove and sign the “sign-in” sheet and to pose for
10 a photo session and allow semi-nude or nude images of herself to be taken as purported “test
11 shoot” Photographs to be used solely for casting purposes for consideration for the one potential
12 professional modeling job, whereby Richardson’s true intentions were, among other things
13 specified herein, to deceive Johansson into signing the Alleged Model Release and instead use the
14 test-shoot Photographs for Richardson’s his own benefits or self-interests and not for consideration
15 for the potential professional modeling job.

16 49. At the time Defendants concealed their true intentions to deceive Johansson, and
17 other models, into signing the Alleged Model Release and instead use the test-shoot Photographs
18 for Richardson’s his own benefits or self-interests and exploitation, Defendants knew that they
19 were instructing unsuspecting models, including Johansson a non-native English speaking model,
20 to unknowingly and without consideration sign complicated small-point font releases purporting
21 to grant the unlimited right and interest in and to the models’ most valuable professional assets.
22 Defendants knowingly concealed the true facts that:

23 (i) Richardson was not conducting a “test shoot” casting photo session for a
24 topless semi-nude pose for consideration for a professional booked modeling job;

25 (ii) at no time did a potential professional booked modeling job exist;

26 (iii) at no time prior to nor during the Casting Session did Richardson, nor his
27 representatives, discuss with, explain to or disclose to Johansson, nor her representatives, the true
28 contents or terms of the purported sign-in and age verification form, which known to Defendants

1 and unbeknownst to Johansson, was actually an alleged full model release;

2 (iv) during the time that Richardson requested and accepted or received the value
3 of Johansson's services (*i.e.*, posing as a professional model in a casting session), under the
4 representation that Richardson was holding a casting "test shoot" session for a potential
5 professional booked job, Richardson had no intention of considering Johansson for a paid booked
6 professional modeling job;

7 (v) Richardson did not intend to use the "test shoot" Photographs solely for
8 casting purposes for consideration for the one purported potential professional booked modeling
9 job; and

10 (vi) Richardson intended to disseminate and/or exploit for personal profit, gain
11 or otherwise, all without compensation to the models, nor their knowledge or approval, the
12 Photographs taken at the Casting Session.

13 50. Defendants' acts and omissions set forth hereinabove were performed with the
14 purpose and intent to deceive, defraud, harm and damage Johansson in the manner heretofore
15 alleged and with the knowledge and expectation that Johansson would act in reliance upon such
16 fraudulent concealments in the manner heretofore alleged and thereby pose for said Photographs
17 and enter into the aforementioned Agreement or agreements and sign the Alleged Model Release
18 represented to be a sign-in and age verification form and otherwise act and provide services and
19 pose for photographs accordingly. Defendants' acts and omissions set forth hereinabove were
20 further performed with the purpose and intent to prevent Johansson from realizing the full benefits
21 and monetary consideration pursuant to the terms and conditions of Richardson's and Johansson's
22 Agreement or agreements, whereby Johansson agreed to provide her valuable time and image and
23 posed for photographs for consideration for a potential booked professional modeling job and
24 Richardson agreed to take the test shoot photographs solely as a test shoot and consider Johansson
25 for the potential job.

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1 51. At the time of Defendants' concealments, acts and omissions and at the time
2 Johansson took the actions herein alleged, Johansson was ignorant of the true facts and ignorant
3 of Defendants' concealments, acts and omissions. Had Johansson known the actual and true facts,
4 she would not have, among other things, attended the Casting Session, signed the Alleged Model
5 Release believed to be a sign-in age verification form, and/or posed for the Photographs.

6 52. As set forth above, Plaintiff did not discover or have knowledge or any reason
7 whatsoever to know or suspect Defendants' fraud and misrepresentations and/or concealments until
8 approximately August 2005, within one year of the commencement of the litigation herein.

9 53. As a direct and proximate result of Defendants' fraudulent concealments, acts and
10 omissions, and Plaintiff's reliance thereon, Plaintiff has been damaged in an amount not yet fully
11 ascertainable but which is in excess of One Million (\$1,000,000) Dollars. When Plaintiff has
12 ascertained the full amount of the damages, she will seek leave of the Court to amend this
13 Complaint accordingly and/or provide proof of said damages at trial.

14 54. Plaintiff intends this action to serve as further notice to Defendants of her intention
15 to rescind the Agreement and seeks to rescind the agreement and Alleged Model Release for fraud
16 and seeks restitution of all assets or value provided, or in the alternative, for damages resulting
17 from the fraud.

18 55. Johansson is informed and believes and based thereon alleges that the
19 aforementioned acts of Defendants were done intentionally or with a conscious disregard of
20 Johansson's rights, and with the intent to vex, injure or annoy Johansson, such as to constitute
21 oppression, fraud, or malice thus entitling Johansson to exemplary and punitive damages in an
22 amount appropriate to punish or set an example of Defendants, and each of them, and to deter such
23 conduct in the future, which amount will be proved at trial.

24 56. Johansson is further informed and believes and based thereon alleges that the
25 officers, directors and/or managing agents of Defendants authorized, directed, adopted and/or
26 ratified the wrongful acts of Defendants and are consequently liable to Johansson.

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1 **THIRD CAUSE OF ACTION**

2 **Fraud - Fraudulent Concealment**

3 **(Against All Defendants)**

4 57. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
5 contained in paragraphs 1 through 35, 37 through 42 and 48 through 52, inclusive, as though fully
6 set forth herein.

7 58. Defendants concealed the above listed material facts with the intention of inducing
8 or causing Johansson to act in reliance in the manner herein alleged, or with the expectation that
9 Johansson would so act.

10 59. Based on Defendants' concealed of the above material facts, Johansson was induced
11 to act to her detriment, including, as set forth herein, attending the Casting Session, signing the
12 Alleged Model Release believed to be a sign-in and age verification form but unbeknownst to
13 Johansson was actually a model release, posing for semi-nude and nude photographs, and
14 otherwise providing services and acting accordingly.

15 60. As set forth above, Johansson did not discover or have knowledge or any reason
16 whatsoever to know or suspect Defendants' fraudulent concealment of material facts until
17 approximately in or about August 2004, within one year of the commencement of the litigation
18 herein, when Richardson first alleged to have a model release.

19 61. As a direct and proximate result of Defendants' fraudulent concealments and
20 Plaintiff's reliance thereon, Plaintiff has been damaged in an amount not yet fully ascertainable but
21 which is believed to be in excess of One Million (\$1,000,000) Dollars. When Plaintiff has
22 ascertained the full amount of the damages, she will seek leave of the Court to amend this
23 Complaint accordingly and/or provide proof of said damages at trial.

24 62. Plaintiff intends this action to serve as further notice to Defendants of her intention
25 to rescind the Agreement and seeks to rescind the agreement and Alleged Model Release for fraud
26 and seeks restitution of all assets or value provided, or in the alternative, for damages resulting
27 from the fraud.

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1 by Defendants of the full amount of any unjust enrichment.

2 68. Although notice of rescission was previously provided to Richardson, in or about
3 September 2004, Johansson hereby intends service of this Complaint in this action to serve as
4 further notice of rescission of the Alleged Model Release and any other alleged agreement(s) and
5 hereby demands that Defendants restore to Johansson all consideration previously conveyed and
6 disgorge the full amount of any unjust enrichment. Johansson also seeks restitution for
7 Defendants' wrongful misappropriation of Johansson's likeness and photograph as herein alleged.
8 Finally, Johansson seek an order from this Court that the Alleged Model Release and any other
9 alleged agreement(s) are rescinded and void.

10 **FIFTH CAUSE OF ACTION**

11 **Common Law Misappropriation of Right of Publicity,**
12 **including Damages, Profits and Unjust Enrichment**
13 **(Against All Defendants)**

14 69. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
15 contained in paragraphs 1 through 35, 37 through 42, 48 through 52 and 58 through 60, inclusive,
16 as though fully set forth herein.

17 70. Johansson has been a professional model for a number of years and has spent
18 considerable time, energy and money developing her career. Through years hard work and use
19 of her talents in the modeling field, Johansson has developed sufficient skill, reputation and virtues
20 to create considerable commercial value in her image and identity, which have become vested with
21 substantial good will in the eyes of the public and employers. The marketable product of that labor
22 is the ability of Johansson's name or likeness to attract the attention and evoke a desired response
23 in a particular consumer audience. The commercial value in her identity permits Johansson to
24 receive an economic return through some medium of commercial promotion.

25 71. The commercial value of Johansson's identity can be diminished by an unauthorized
26 use of her image and persona in association with products or services perceived unfavorably by
27 the public or by the negative portrayal of Johansson in connection with the promotion of a product
28 or otherwise.

1 72. Johansson and her representatives carefully limit and restrict the use and publication
2 of authorized photographs of Johansson to particular types of poses, products and associations to
3 maximize the commercial value in her identity, to limit the potential harmful consequences to that
4 commercial value caused by improper and inappropriate use of her image and to ensure that the
5 product, medium and mode of promotion are consistent and compatible with her persona.

6 73. Accordingly, at the time of the exploitation, distribution, publication and/or
7 dissemination of the Photographs alleged hereinabove, Johansson had valuable publicity and
8 property rights with substantial commercial value.

9 74. Johansson did not authorize Defendants to commercially exploit by means of
10 selling, distributing, disseminating or publishing the Photographs of her, or to disseminate nor
11 publish any of the Photographs of her, in any magazine, publications, exhibitions, websites or
12 otherwise. Nor did Johansson authorize Defendants to commercially exploit the Photographs or
13 to advertise or promote Defendants' products or services by using Johansson's name or the
14 Photographs. Defendant was solely to make use of the Photographs for casting test images for one
15 particular purported potential professional modeling job.

16 75. By allowing the nude Photographs to be published and disseminated, Defendants'
17 made unauthorized use of the Photographs in order to further their own pecuniary interests by
18 preying on and wrongfully exploiting Johansson's image and persona, and that of other
19 unsuspecting models. Defendants' conduct manifests an outright disregard of Johansson's rights
20 under the Agreement, as well as Johansson's common law and statutory right to prohibit and
21 prevent the commercial use of her name and likeness without her express and knowing consent.

22 76. Defendants' unauthorized sale, exploitation, distribution, dissemination and
23 publication of the Photographs constitutes a violation and misappropriation of Johansson's right
24 of publicity, in that Defendants misappropriated Johansson's likeness by using the Photographs
25 for the purpose of commercial gain by publishing, exhibiting, licensing or selling the Photographs
26 or merchandise containing one or more of the Photographs and/or by promoting and advertising
27 Defendants' business and services including, but not limited to, the services of Defendant
28 Richardson as a professional photographer and the services of Doe Photo Agency, and other Doe

1 Defendants, through the exhibition and publication of the Photographs on Richardson's Website
2 and over the Internet, through the exhibition and publication of one or more of the Photographs
3 in Richardson's Beautiful Losers exhibition, through the exhibition and publication of one or more
4 of the Photographs on various websites advertising or otherwise for the promotion of Richardson's
5 Beautiful Losers exhibition, and other dissemination of certain of the Photographs for profit or
6 other gain, all without Johansson's consent and over her strong objection. Defendants'
7 unauthorized commercial exploitation and/or solicitation of the Photographs, constitute violations
8 and misappropriations of Plaintiff's common law right of publicity, in that Defendants
9 misappropriated Plaintiff's name and/or likeness for commercial gain, all of which occurred
10 without Plaintiff's consent. The appropriation was for Defendants' advantage, in that Plaintiff's
11 name, photograph and/or likeness were used for Defendants' own pecuniary gain and profit.

12 77. The appropriation was for Defendants' advantage, in that Johansson's name,
13 photograph and/or likeness were used and intended to create and enhance Defendants' pecuniary
14 gain and profit resulting from the sale, distribution, dissemination or publication of the
15 Photographs and the attribution of credit given to Defendants upon publication or other exhibition
16 of the Photographs.

17 78. Defendants have threatened to continue utilizing Johansson's name and/or likeness
18 by continuing to exhibit, sell, distribute, disseminate, publish and/or permit publication of the
19 Photographs. Unless and until enjoined and restrained by Order of this Court, Defendants'
20 continued acts will cause Johansson severe and irreparable injury, which cannot adequately be
21 compensated by money damages. By reason of the foregoing, Johansson is entitled to temporary,
22 preliminary and permanent injunctive relief, enjoining the distribution and use of the Photographs
23 and mandating the return to Johansson or escrow (and upon final determination of this matter, the
24 destruction) of all negatives, reproductions and copies of the Photographs.

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1 79. As a direct and proximate result of the aforementioned acts by Defendants, and each
2 of them, Johansson has been damaged in an amount not yet fully ascertainable but which is
3 believed to be in excess of One Million (\$1,000,000) Dollars, including damage to the value of
4 Johansson's name, likeness and goodwill, the loss of the monetary consideration that would
5 customarily be paid by said Defendants to Johansson to license the Photographs for publication or
6 exploitation, and damage to Johansson's reputation as a result of the manner or context in which
7 one or more of the Photographs have been published or exploited. Johansson has also incurred
8 emotional distress as a result of said Defendants' wrongful conduct as alleged in this cause of
9 action, which however, is not disabling severe emotional distress. When Johansson has
10 ascertained the full amount of said damages, she will seek leave of Court to amend this Complaint
11 accordingly.

12 80. As a direct and proximate result of the aforementioned acts by Defendants, and each
13 of them, Defendants have earned profits from the sale, exploitation, distribution, dissemination
14 and/or publication of the Photographs and from any attribution of credit coinciding with the
15 publication of the Photographs in an amount which has yet to be ascertained, and have thereby
16 been unjustly enriched. Johansson is entitled to recover all said unjust enrichments, including all
17 profits earned by Defendants as a result of Defendants' unauthorized use of Johansson's name,
18 photograph and/or likeness for commercial purposes.

19 81. Johansson is informed and believes, and on that basis alleges, that the
20 aforementioned acts of Defendants were done intentionally or with a conscious disregard of
21 Johansson's rights, and with the intent to vex, injure or annoy Johansson, such as to constitute
22 oppression, fraud, or malice thus entitling Johansson to exemplary and punitive damages in an
23 amount appropriate to punish or set an example of Defendants, and each of them, and to deter such
24 conduct in the future, which amount will be proved at trial.

25 82. Johansson is informed and believes, and on that basis alleges, that the officers,
26 directors and/or managing agents of Defendants authorized, directed and/or ratified the wrongful
27 acts of Defendants and are consequently liable to Johansson.

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1 SIXTH CAUSE OF ACTION

2 **Invasion of Privacy**

3 **(Against All Defendants)**

4 83. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
5 contained in paragraphs 1 through 35, 37 through 42, 48 through 52, 54 through 56, 58 through
6 60 and 70 through 78, inclusive, as though fully set forth herein.

7 84. Defendants, without Johansson's consent, invaded Johansson's protected right to
8 privacy as recognized and preserved in the United States Constitution, the California Constitution
9 and at Common Law, by disclosing to third parties and then exploiting, publishing, disseminating
10 and/or distributing intimate Photographs of Johansson which were taken in a private setting and
11 which were not to be published. Johansson had a reasonable expectation of privacy regarding the
12 agreed limited use of the Photographs (*i.e.*, for private test shoot use only, not public
13 dissemination).

14 85. The unauthorized sale, distribution, dissemination and/or publication of the
15 Photographs is offensive and objectionable to Johansson, as it would be to a reasonable person of
16 ordinary sensibilities, in that the Photographs were agreed to be taken solely for private test shoot
17 use for casting for a particular potential professional job and not for publication or dissemination,
18 and in that Johansson did not authorize the Photographs to be disclosed in nationally and/or
19 internationally published websites, exhibitions, merchandise, books or otherwise published.
20 Johansson has never before allowed full nude photographs to be taken of herself and has never and
21 would never allow any such photographs to be publicly disclosed. The disclosure is highly
22 offensive to Johansson, and has thereby violated Johansson's right of privacy.

23 86. The disclosure by Defendants was a public disclosure to a large number of people
24 in that Defendants, and each of them, disseminated certain of the Photographs on both published
25 Internet websites and in exhibitions, which have national and/or international circulation.

26 87. Defendant Richardson and certain Does Defendants, disseminated the Photographs
27 in order to realize the profits from the sale, distribution, dissemination and/or publication of the
28 Photographs and/or from any attribution of credit coinciding with the publication of the

1 Photographs. Richardson and certain Doe Defendants facilitated and permitted the publication of
2 the Photographs to a large number of people, including, but not limited to, on published Internet
3 websites and in gallery exhibitions, all without Johansson's consent and over Johansson's
4 objection. One of the exhibitions to which said Defendants licensed and/or published the
5 Photographs is the Beautiful Losers exhibition, which has been exhibited in various cities and
6 locals around the United States and/or the world. By publishing one or more of the Photographs
7 in the Beautiful Losers exhibition and over the Internet, Defendants disclosed said Photograph(s)
8 to potentially hundred of thousands, or even millions, of people without the consent of Johansson,
9 and over Johansson's strong objection, which had been communicated to Richardson prior to
10 Defendants' publication and dissemination of the Photograph(s) in the on-going city to city
11 traveling Beautiful Losers exhibition and on websites throughout the United Sates and world.

12 88. Johansson is informed and believes and, based upon such information and belief,
13 alleges that Defendants, and each of them, acted with actual malice, or acted in reckless disregard
14 of Johansson's right to privacy.

15 89. As a direct and proximate result of said wrongful conduct by Defendants, and each
16 of them, Johansson has suffered shame, mortification, hurt feelings, emotional distress,
17 embarrassment, humiliation, and injury to her privacy and peace of mind, all to Johansson's
18 general damage in an amount which has yet to be ascertained but in excess of the jurisdictional
19 limit of this Court. When Johansson ascertains the exact amount of said damages, she will seek
20 leave of Court to amend this Complaint to set forth said amount.

21 90. Johansson is informed and believes, and on that basis alleges, that the
22 aforementioned acts of Defendants were done intentionally or with a conscious disregard of
23 Johansson's rights, and with the intent to vex, injure or annoy Johansson, such as to constitute
24 oppression, fraud, or malice thus entitling Johansson to exemplary and punitive damages in an
25 amount appropriate to punish or set an example of Defendants, and each of them, and to deter such
26 conduct in the future, which amount will be proved at trial.

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1 consented to the sale, dissemination and/or publication of the Photographs, endorsed Defendants'
2 products and services, consented to nationwide or worldwide publication and distribution of the
3 Photographs, and in the case of the Beautiful Losers exhibition, falsely represented and implied
4 that Johansson had voluntarily posed for and consented to the publication or display of the
5 Photographs in the Beautiful Losers exhibition, or otherwise.

6 96. These representations, implications and associations are all false and depict
7 Johansson in a false light, since Johansson did not consent to the sale, dissemination or publication
8 of any of the Photographs, did not cooperate in the publishing of the Photographs, and does not
9 endorse or promote in any way Defendants' products or services, nor did Johansson voluntarily
10 pose for Photographs to be published on Defendant's sexually explicit Website or in Defendant's
11 sexually explicit Beautiful Losers exhibition.

12 97. Johansson was embarrassed and distressed that family, friends, fans, business
13 associates, people in the entertainment and modeling industry, and the general public saw these
14 Photographs in the manner and context in which the Photographs were published with the false
15 representations and inferences, some of which are alleged herein.

16 98. Johansson is informed and believes and, based upon such information and belief,
17 alleges that Defendants, and each of them, acted with actual malice, that they had knowledge of,
18 or acted in reckless disregard of the rights of Johansson, and the false light in which Johansson
19 would be placed by the sale, distribution, publication and/or dissemination of the Photographs.

20 99. As a direct and proximate result of said wrongful conduct by Defendants, and each
21 of them, Johansson suffered shame, mortification, hurt feelings, emotional distress,
22 embarrassment, humiliation, and injury to her peace of mind, (although not severe, disabling
23 emotional distress), all to Johansson's general damage in an amount which is in excess of the
24 jurisdictional limit of this Court. When Johansson ascertains the exact amount of said damages,
25 she will seek leave of Court to amend this Complaint to set forth said amount.

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1 was thereafter offered the job, compensation and terms of a model release and use agreement
2 would thereafter be negotiated for among the parties through Johansson's authorized agent. Under
3 the express terms of the Agreement, the Photographs were to be used only for private "test shoot"
4 casting purposes for an alleged potential booked professional modeling job. Richardson offered
5 these terms and conditions as an inducement for Johansson, a professional model, to appear at the
6 Casting Session and allow that test shoot Photographs to be taken of herself, and Johansson
7 accepted and agreed to said terms.

8 105. Johansson has performed all conditions, covenants, promises, duties and obligations
9 on her part to be performed in accordance with the terms and conditions of the oral agreement,
10 except to the extent such performance was waived, excused, or prevented by reason of the acts and
11 omissions of Richardson and/or other Defendants.

12 106. Richardson materially breached the oral Agreement(s) by, among other things and
13 conduct, selling, publicly displaying, posting, disseminating and/or distributing the Photographs
14 on the worldwide internet and in public exhibitions, permitting third parties to publish the
15 Photographs, and soliciting third parties to purchase and/or publish or display or disseminate the
16 Photographs and thereafter permitting third parties to publish or publicly display or disseminate
17 the Photographs, all without Johansson's consent.

18 107. Johansson further alleges that Richardson repudiated the promise and materially
19 breached the oral agreement by, among other things, publicly posting and displaying the
20 Photographs on his Website and licensing (or otherwise allowing use of) the Photographs for
21 publication and public display in the Beautiful Losers exhibition, and possibly other uses, display,
22 and dissemination.

23 108. Johansson has made demands on Richardson, in or about September 2004 and
24 October 2004, informing Richardson that he is in breach of their oral agreement whereby
25 Johansson allowed the Photographs to be taken solely for casting test purposes, and that
26 Richardson had no right to publish, publicly disseminate, license or otherwise commercially
27 exploit any of the Photographs and that at no time did Johansson give any verbal consent and/or
28 knowingly sign consent to or agree to the commercial use of any of Photographs of herself.

1 Richardson has failed and refuses and continues to fail and refuse to comply with the terms of their
2 oral agreement, whereby Richardson continues to publish, publicly disseminate, distribute, license
3 or otherwise commercially exploit the Photographs, all in violation of the terms of the oral
4 agreement.

5 109. As set forth above, Johansson did not discover or have knowledge or any reason
6 whatsoever to know or suspect that Defendants breached the oral agreement until within two years
7 of the commencement of the litigation herein.

8 110. As a direct and proximate result of Defendants' actions and material breaches of the
9 oral agreement or agreements, Johansson has been damaged in an amount to be proven at trial,
10 which include, but are not limited to compensatory, consequential and incidental damages.
11 Johansson is informed and believes and based thereon allege, that such damages are within the
12 jurisdictional limits of this court, and when Johansson has ascertained the full amount of those
13 damages, she will seek leave of the Court to amend this Complaint accordingly and/or provide
14 proof of said damages at trial.

15 111. Defendants have misappropriated Johansson's likeness by exploiting, selling,
16 distributing, disseminating and/or publishing the Photographs and then personally and/or
17 knowingly allowing the further publication and exploitation of the Photographs. Unless
18 permanently enjoined and restrained by this court, Defendants will continue to exploit the
19 Photographs, causing Johansson severe and irreparable injury that cannot be adequately
20 compensated by monetary damages. By reason of the foregoing, Johansson is entitled to
21 permanent injunctive relief, enjoining the further sale and commercial usage of the Photographs
22 and the further display, publication or dissemination of the Photographs, and mandating the return
23 to Johansson and/or destruction of all negatives, reproductions and copies of the Photographs.

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1 **NINTH CAUSE OF ACTION**

2 **Breach of Implied Contract**

3 **(Against All Defendants)**

4 112. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
5 contained in paragraphs 1 through 35, 37 through 42, 48 through 52, 54 through 56, 58 through
6 60 and 70 through 78, 84 through 88 and 94 through 98, inclusive, as though fully set forth
7 herein.

8 113. As set forth herein, in or about August 2003, Richardson, directly and/or through
9 his employees and representatives, contacted Johansson's professional modeling agency, informed
10 said agency of an upcoming Casting Session and requested professional models attend the Casting
11 Session photo shoot where Richardson would take "test shoot" topless modeling photographs of
12 models which were to be used solely and only for casting purpose consideration for an alleged
13 potential booked professional modeling job, and if a model who attended the Casting Session was
14 thereafter selected and offered the job, compensation and terms of a model release and use
15 agreement would thereafter be negotiated for among the parties through their authorized agents.
16 Richardson, directly and/or through his employees and representatives, represented to and
17 informed Johansson that the Alleged Model Release was a sign-in age verification form, required
18 prior to Richardson taking any test shoot Photographs. Richardson offered these terms and
19 conditions as an inducement for Johansson, a professional model, to appear at the Casting Session
20 and allow that test shoot Photographs to be taken.

21 114. Based upon and in reliance upon Defendants' representations as alleged
22 hereinabove, Johansson agreed to provide her valuable time and services and appear at the private
23 Casting Session photo shoot to allow Richardson to take "test shoot" topless modeling photographs
24 of herself to be used solely for casting purpose consideration for an alleged potential booked
25 professional modeling job, upon the expectation that if Johansson was thereafter selected and
26 offered the job and/or her services or images were desired, compensation and terms of a model
27 release and use agreement would thereafter be negotiated for among the parties through
28 Johansson's authorized agent.

1 115. Richardson voluntarily accepted the consideration from Johansson, consisting of,
2 but not limited to, her time and services attending the Casting Session and posing for a test shoot
3 without compensation for her time/services, creating the expectation that she would receive the
4 benefits of the agreement and Richardson's promises and/or representations, *i.e.*, that in exchange
5 for Johansson attending the Casting Session and posing for a test shoot without compensation for
6 her time/services, her test shoot photos would be submitted for consideration for the alleged
7 potential booked professional modeling job with the expectation that if Johansson was thereafter
8 selected and offered the modeling job and/or any photographs of Johansson were desired for
9 exploitation or use, professional modeling compensation and terms of a model release and use
10 agreement would thereafter be negotiated for among the parties through Johansson's authorized
11 agent.

12 116. Defendants, and each of them, have materially breached the agreement with
13 Johansson by, among other things and conduct, the following: providing Johansson, unbeknownst
14 to her, with a model release form instead of a sign-in age verification form for her signature,
15 failing to submit Johansson's "test shoot" Photographs for consideration for a professional
16 modeling job, failing to negotiate through Johansson's authorized agent for terms of compensation
17 and use of Johansson's services and/or image, publicly posting and displaying the private test shoot
18 Photographs on Richardson's Website, and licensing (or otherwise allowing use of) the
19 Photographs for publication and public display in the Beautiful Losers exhibition, and possibly
20 other uses, display, and dissemination, all without Johansson's knowledge or consent.

21 117. Johansson has performed all conditions, covenants, promises, duties and obligations
22 on her part to be performed in accordance with the terms and conditions of the agreement, except
23 to the extent such performance was waived, excused, or prevented by reason of the acts and
24 omissions of Defendants.

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1 118. Johansson has made demands on Richardson, in or about September 2004 and
2 October 2004, informing Richardson that he is in breach of his representations and their agreement
3 based thereon, whereby Johansson attended the casting Session and allowed the Photographs to
4 be taken for casting test purposes only. Johansson further made demands that Richardson comply
5 with his representations and their agreement based thereon, whereby Richardson had no right to
6 publish, publicly disseminate, license or otherwise commercially exploit any of the Photographs
7 and that at no time did Johansson gave any verbal consent and/or knowingly sign consent to or
8 agree to the commercial use of any of Photographs of herself. Richardson has failed and refuses
9 and continues to fail and refuse to comply with the terms of his representations and their agreement
10 based thereon, whereby Richardson continues to publish, publicly disseminate, distribute, license
11 or otherwise commercially exploit the Photographs, all in violation of the terms of the implied
12 agreement.

13 119. As set forth above, Johansson did not discover or have knowledge or any reason
14 whatsoever to know or suspect that Defendants breached the agreement until within two years of
15 the commencement of the litigation herein.

16 120. As a direct and proximate result of Defendants' actions and material breaches of the
17 agreement or agreements, Johansson has been damaged in an amount to be proven at trial, which
18 include, but are not limited to compensatory, consequential and incidental damages. Johansson
19 is informed and believes and based thereon allege, that such damages are within the jurisdictional
20 limits of this court, and when Johansson has ascertained the full amount of those damages, she will
21 seek leave of the Court to amend this Complaint accordingly and/or provide proof of said damages
22 at trial. Unless permanently enjoined and restrained by this court, Defendants will continue to
23 exploit the Photographs, causing Johansson severe and irreparable injury that cannot be adequately
24 compensated by monetary damages. By reason of the foregoing, Johansson is further entitled to
25 permanent injunctive relief, enjoining the further sale and commercial usage of the Photographs
26 and the further display, publication or dissemination of the Photographs, and mandating the return
27 to Johansson and/or destruction of all negatives, reproductions and copies of the Photographs.

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1 TENTH CAUSE OF ACTION

2 **Breach of Covenant of Good Faith and Fair Dealing**

3 **(Against All Defendants)**

4 121. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
5 contained in paragraphs 1 through 35, 37 through 42, 48 through 52, 54 through 56, 58 through
6 60 and 70 through 78, 84 through 88, 94 through 98 and 104 through 109 and 113 through 119,
7 inclusive, as though fully set forth herein.

8 122. Richardson's and Johansson's agreement(s) contained an implied covenant that each
9 party will conduct itself in good faith and will fairly deal with the other and, further, that neither
10 party will interfere with or deprive the other of the benefits of the parties' agreement. Pursuant
11 to the implied covenant, Defendants have a duty to conduct themselves in accordance with the
12 terms and conditions of the parties' agreement, and to otherwise not engage in any acts which
13 would impair or harm Plaintiff's rights under the parties' agreement and to otherwise receive the
14 expected value and consideration thereunder. Pursuant to the implied covenant, Defendants
15 further accepted a duty to honor the contractual obligations of the parties' agreement and utilize
16 the test shoot Photographs only for casting purposes for the one potential professional job and not
17 to withhold benefits under the parties' agreement nor use the Photographs obtained thereunder for
18 one's own self-dealing or benefit or to the detriment of the other.

19 123. By virtue of the relationship between Johansson, on the one hand, and Defendants,
20 on the other hand, Johansson placed her trust and confidence in Defendants to perform all of their
21 duties and obligations pursuant to the terms and conditions of the parties' agreement and
22 representations, and to honor the implied covenant to act in good faith and deal with Johansson,
23 and to not take any action which would impair or harm Johansson's rights.

24 124. As alleged herein, Defendants systematically engaged in a series of actions in bad
25 faith to deprive Johansson her benefits under the parties' agreement. Such actions include, but are
26 not limited to, the following: providing Johansson, unbeknownst to her, with a model release
27 form instead of a sign-in age verification form for her signature; failing to submit Johansson's "test
28 shoot" Photographs for consideration for a professional modeling job; failing to negotiate through

1 Johansson's authorized agent for terms of compensation and use of Johansson's services and/or
2 image; publicly posting and displaying the private test shoot Photographs on Richardson's
3 Website; licensing (or otherwise allowing use of) the Photographs for publication and public
4 display in the Beautiful Losers exhibition, and possibly other uses, display, and dissemination, all
5 without Johansson's knowledge or consent; continuing to use, exploit, publish and publicly display
6 the Photographs after being placed on notice that Johansson did not knowingly consent to or
7 authorize any of said uses; and failing and refusing to cease and desist from further use,
8 exploitation, publication and public display, and possibly other uses, of the Photographs after
9 being placed on notice that Johansson did not knowingly consent to or authorize any of said uses.

10 125. Defendants' actions also represent a violation of the trust she placed in Defendant
11 by permitting him to take intimate photographs of her in a private setting with the expressed
12 agreement that the resulting photographic portrayals of Johansson would not be sold, licensed,
13 published, or otherwise commercially exploited without Johansson's permission and would be used
14 solely as test images for a purported potential professional modeling job.

15 126. Johansson is informed and believes and based thereon alleges that, by engaging in
16 the conduct herein alleged, Defendants have breached the covenant of good faith and fair dealing
17 owed to Johansson by virtue of the terms and conditions of the parties' agreement, and has acted
18 in bad faith by Defendants, and preventing Johansson from receiving the benefits and consideration
19 under the parties' agreement for which Johansson bargained, or otherwise causing Johansson
20 harm.

21 127. Johansson is informed and believes and based thereon allege that Defendants
22 pursued this course of conduct in bad faith with the intent to interfere with, injure and frustrate
23 Johansson's enjoyment of the benefits and rights which otherwise would have been conferred
24 pursuant to the terms of the parties' agreement.

25 128. Johansson has performed all conditions, covenants, promises, duties and obligations
26 on her part to be performed in accordance with the terms and conditions of the agreement, except
27 to the extent such performance was waived, excused, or prevented by reason of the acts and
28 omissions of Defendants.

1 129. As set forth above, Johansson did not discover or have knowledge or any reason
2 whatsoever to know or suspect that Defendants breached the implied covenant of good faith and
3 fair dealing until within two years of the commencement of the litigation herein.

4 130. As a direct and proximate result of Defendants' actions and material breaches of the
5 covenants of good faith and fair dealing, Johansson has been damaged in an amount to be proven
6 at trial, which include, but are not limited to compensatory, consequential and incidental damages.
7 Johansson is informed and believes and based thereon allege, that such damages are within the
8 jurisdictional limits of this court, and when Johansson has ascertained the full amount of those
9 damages, she will seek leave of the Court to amend this Complaint accordingly and/or provide
10 proof of said damages at trial.

11 131. Johansson is informed and believes, and on that basis alleges, that the officers,
12 directors and/or managing agents of Defendants authorized, directed and/or ratified the wrongful
13 acts of Defendants and are consequently liable to Johansson.

14 **ELEVENTH CAUSE OF ACTION**

15 **Intentional Infliction of Emotional Distress**

16 **(Against All Defendants)**

17 132. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
18 contained in paragraphs 1 through 35, 37 through 42, 48 through 52, 54 through 56, 58 through
19 60 and 70 through 78, 84 through 88, 94 through 98 and 104 through 109, 113 through 119 and
20 122 through 129, inclusive, as though fully set forth herein.

21 133. Plaintiff is informed and believes and based thereon alleges that Defendants'
22 conduct as alleged herein was intentional and malicious and done for the purpose of causing
23 Plaintiff to suffer mental anguish and emotional distress. Defendants' continued conduct of
24 selling, exploiting, publicly distributing, disseminating and then knowingly allowing the further
25 publication and public dissemination and exploitation of the Photographs was done with knowledge
26 that Plaintiff's emotional distress would thereby increase, and was done with a wanton and reckless
27 disregard of the consequences to Plaintiff.

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1 134. As a direct and proximate result of the aforementioned acts by Defendants, and each
2 of them, Johansson has been damaged in an amount greater than Two Million (\$2,000,000)
3 Dollars, which include, but are not limited to compensatory, consequential and incidental damages.

4 135. Johansson is informed and believes, and on that basis alleges, that the
5 aforementioned acts of Defendants were done intentionally or with a conscious disregard of
6 Johansson's rights, and with the intent to vex, injure or annoy Johansson, such as to constitute
7 oppression, fraud, or malice thus entitling Johansson to exemplary and punitive damages in an
8 amount appropriate to punish or set an example of Defendants, and each of them, and to deter such
9 conduct in the future, which amount will be proved at trial.

10 136. Johansson is informed and believes, and on that basis alleges, that the officers,
11 directors and/or managing agents of Defendants authorized, directed and/or ratified the wrongful
12 acts of Defendants and are consequently liable to Johansson.

13 **TWELFTH CAUSE OF ACTION**

14 **Declaratory Relief**

15 **(Against All Defendants And DOES 1-100, Inclusive)**

16 137. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
17 contained in paragraphs 1 through 35, 37 through 42, 48 through 52, 54 through 56, 58 through
18 60 and 70 through 78, 84 through 88, 94 through 98 and 104 through 109, 113 through 119 and
19 122 through 129, inclusive, as though fully set forth herein.

20 138. A dispute in controversy now exists between Johansson and Defendants.

21 139. Based upon information and belief, Richardson contends that Johansson knowingly
22 agreed to and executed a valid written model release, the Alleged Model Release, which had the
23 legal effect of granting to him all rights to exploit the Photographs in any way, including for public
24 dissemination, advertising and commercial purposes of any kind, and that Johansson was not
25 entitled and is not entitled to any compensation for the grant of any such rights, and that the grant
26 of such rights was in perpetuity. Defendant further contends that the Alleged Model Release is
27 valid and enforceable in all respects and that Defendant Richardson has the right to publicly
28 display, disseminate and/or license the Photographs for publication and/or otherwise commercially

1 exploit them.

2 140. On the other hand, Johansson denies agreeing to the terms contained in the Alleged
3 Model Release and denies having knowingly signed the Alleged Model Release, and further denies
4 ever having assigned or licensed to Defendants, or any of them, or anyone else for that matter, any
5 rights to publicly display, disseminate, and/or use or exploit the Photographs for advertising,
6 commercial purposes, or otherwise, and contends that the only agreement between Richardson and
7 Johansson was contained in the Agreement alleged hereinabove, the terms of which would not
8 permit Richardson to exploit the Photographs in the manner which Richardson has carried out, and
9 continues to carry out, and would not permit Richardson to publicly display, disseminate, sell,
10 license or otherwise exploit any of the Photographs without having negotiated and obtained a
11 model release, approved by Johansson's agent and thereafter signed by Johansson, for each use
12 other than as one time test shoot photographs for the purported professional modeling job.
13 Johansson further alleges that since she did not knowingly sign the Alleged Model Release nor
14 agree to the terms contained therein or that the Alleged Model Release is null and void and
15 unenforceable, Defendant Richardson had no right to publicly display, disseminate and/or license
16 the Photographs for publication and/or otherwise commercially exploit them.

17 141. Johansson contends that:

18 a. Johansson and Defendant entered into the verbal Agreement, the terms of
19 which are alleged hereinabove, including the agreement that the Photographs were merely
20 "test photos" for use for the one Casting Session only and not for public dissemination,
21 display, publication, or for any commercial use;

22 b. Johansson did not knowingly sign the Alleged Model Release, signing
23 merely what she, a non-native English speaker, believed to be a standard model sign-in and
24 age verification form (based upon Defendants' representations), a true and correct copy of
25 which is attached as Exhibit "A" hereto.

26 c. Even if the Alleged Model Release had been signed by Johansson with
27 knowledge of its true contents (which is strongly disputed), the Alleged Model Release and
28 any agreement which Defendant relies upon are void and unenforceable for each of the

1 following reasons:

2 i. In the unlikely event it were determined that the Johansson had
3 signed the Alleged Model Release, the execution of it would have to have been
4 obtained through fraud, deceit or false pretenses;

5 ii. The Alleged Model Release was and is lacking essential, material
6 terms, including the duration of the purported grant of rights, the consideration for
7 Johansson to grant these rights, and other material terms;

8 iii. The Alleged Model Release was lacking any consideration to
9 Johansson.

10 iv. The Alleged Model Release did not contain any provision regarding
11 the term or duration of the rights being granted and there was no oral agreement
12 regarding that provision.

13 v. There was by necessity a mutual mistake of fact regarding rights
14 purportedly being granted by Johansson to Defendant, since Johansson would never
15 have granted the broad, unrestricted, in perpetuity rights that Defendant claims,
16 would never have permitted any full nude images of herself to be publicly displayed
17 or disseminated, and would not have done a photo shoot to be used for commercial
18 purposes without receiving reasonable compensation, without limiting the type of
19 use and time period of the purposed use of the Photographs, without identifying
20 specifically the publication or type of publication in which the Photographs could
21 be published, without identifying specifically the type of product or advertisement
22 or other commercial use in which the Photographs could be used, and other
23 customary terms;

24 vi. If there was not a mutual mistake of fact, then there was, at
25 minimum, a unilateral mistake by Johansson regarding the terms and legal effect
26 of the Alleged Model Release, which mistake had to have been induced by
27 Defendant intentionally or negligently, including Defendant's supposedly soliciting
28 and obtaining Johansson's signature on the Alleged Model Release without dealing

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with this matter through Johansson's professional modeling agent;

vii. The Alleged Model Release was subject to suspension and termination as a result of the use of or licensing by Defendant and/or his agents of certain of the Photographs for publication in the context of a sexually explicit Websites and exhibitions;

xiii. Because of the outrage by Johansson regarding the unauthorized publication of the Photographs on Richardson's Website, Defendant agreed to terminate any further publication of the Photographs.

d. The terms of the Alleged Model Release were unconscionable rendering the Alleged Model Release unenforceable for the following reasons, among others:

i. Johansson was and is a non-native English speaker/reader at the time Defendant claims that he solicited Johansson's signature on the Alleged Model Release, Johansson was given only seconds to sign the Alleged Model Release, Johansson was not given an opportunity to have her agent or attorney review the Alleged Model Release, and Johansson was not provided a copy of the Alleged Model Release;

ii. Johansson was represented at the time, in the fall of 2003, by a professional modeling agency and management firm. LA Models. Defendant was aware that Johansson was represented by an agent and manager and was also aware that if Defendant wanted to do a photo shoot of Johansson for commercial exploitation and wanted Johansson to sign a model release, Defendant should deal with Johansson's agent and manager, and should submit any purposed model release to Johansson's agent and manager.

iii. Defendant told Johansson's agent that he intended to do a "test shoot" with Johansson, and therefore, Johansson's agent had no reason to believe that Defendant would try to have Johansson sign a model release allowing any publication or commercial use of the Photographs.

e. The Disputed Model Release lacks numerous material terms and provisions,

1 which are customarily included in model releases.

2 142. As a result, an actual controversy has arisen and now exists between Johansson and
3 Defendants concerning the enforceability and validity of the Alleged Model Release, in that
4 Johansson contends that she never knowingly signed a model release nor agreed to the terms
5 contained in the Alleged Model Release, believing it (based upon both express representations by
6 Richardson and that Johansson is a non-native English speaker) to be merely a sign-in and age
7 verification form, while Defendants claim that she did. The Alleged Model Release does not set
8 forth the terms that Johansson claims were actually agreed to between Richardson and her per the
9 terms of the Agreement and/or representations made by Defendant.

10 143. Johansson, therefore, seeks a judicial declaration that:

11 a. Johansson did not knowingly sign the Alleged Model Release and did not
12 agree to its terms, that there was no meeting of the minds as to any of the terms contained
13 therein, and, therefore, the Alleged Model Release has no legal force or effect and is
14 invalid and unenforceable;

15 b. Even if Johansson had knowingly signed the Alleged Model Release, versus
16 signing on the belief that it was merely a model sign-in and age verification form (which
17 is strongly disputed), the Alleged Model Release is still void and unenforceable the reasons
18 alleged hereinabove;

19 c. The only agreement pertaining to the Photographs between Johansson and
20 Defendants and the only right that Defendant obtained was the right to take "test shoot"
21 photographs for casting purpose consideration, but not publicly display, disseminate,
22 license or sell them for publication or otherwise use them for commercial or advertising
23 purposes, as alleged hereinabove;

24 d. As a condition of Richardson being entitled to exploit, sell or license any
25 of the Photographs or exploit Johansson's photograph or modeling services, Richardson
26 was obligated to seek Johansson's consent, through Johansson's modeling agency LA
27 Models, negotiate compensation and obtain a model release signed by Johansson for each
28 proposed use, failing which Richardson, nor any of the other Defendants, would not have

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any right to publicly display, disseminate, exploit or license any of the Photographs for publication;

e. As a result of Richardson's tortious and unconscionable conduct, as alleged in part hereinabove, Richardson has unclean hands and is barred and estopped to enforce any aspect of the Agreement, if any such rights still exist;

f. That the Agreement is void and unenforceable because of a lack of consideration and a total failure of consideration;

g. Because of Richardson's malicious wrongful conduct alleged herein, Plaintiff has the right to and does hereby terminate and rescind the Agreement and any other agreements in its entirety, and therefore, even if any purported rights still exist under the Agreement, such rights have been terminated, extinguished and forfeited as a result of Richardson's outrageous conduct, as alleged herein;

h. If a trier of fact found that Richardson believed that there was an agreement with Johansson different from the terms of what Johansson reasonably believed and understood to be the Agreement, Richardson and Johansson failed to have a meeting of the minds with regard to the use or exploitation of any of the Photographs and/or there was a mutual mistake of fact with regard to the purported terms of any agreement and, therefore, Richardson would have acquired no right and currently has no right to publicly display, disseminate, license, sell, or otherwise commercially exploit any of the Photographs in any manner whatsoever;

i. Richardson and the other Defendants have no legal or contractual right to publicly display, disseminate, license, sell, publish, or otherwise commercially exploit or use any of the Photographs; and

j. By the conduct of Defendant and the other Defendants, said Defendants should be required to deliver to Johansson all of the Photographs (including negatives, slides, proofs, and all prints of same).

/// //

1 144. Johansson is informed and believes and based thereon alleges that Defendants deny
2 and dispute Johansson's contentions as alleged herein.

3 145. As a result, Johansson desires a judicial determination of the respective rights and
4 duties of Johansson and Defendants pursuant to the Alleged Model Release. A judicial declaration
5 is necessary and appropriate at this time so that Johansson may ascertain the rights and duties of
6 Plaintiff and Defendants.

7 **THIRTEENTH CAUSE OF ACTION**

8 **For Injunctive Relief**

9 **(Against All Defendants And DOES 1-100, Inclusive)**

10 146. Plaintiff repeats, realleges, adopts and incorporates each and every allegation
11 contained in paragraphs 1 through 35, 37 through 42, 48 through 52, 54 through 56, 58 through
12 60 and 70 through 78, 84 through 88, 94 through 98 and 104 through 109, 113 through 119 and
13 122 through 129, inclusive, as though fully set forth herein.

14 147. Johansson is informed and believes and thereon alleges that as a result of the
15 conduct of Defendants described herein, Johansson has and will suffer great and irreparable harm
16 and damage. Johansson is informed and believes and thereon alleges that as a result of the conduct
17 of Defendants described herein, Johansson has sustained and will sustain actual damages that may
18 be difficult to ascertain with certainty.

19 148. Johansson alleges on information and belief that she has no adequate remedy at law
20 for the injuries which she has suffered and will continue to suffer in the future unless the wrongful
21 conduct of Defendants, and each of them, is restrained and enjoined, because it is and will be
22 impossible for Johansson to determine the precise amount of damage, and no amount of money
23 can restore the potential harm to Johansson caused by Defendants, and each of them, as a result
24 of the conduct alleged herein.

25 149. Johansson is informed and believes and thereon alleges that there is a serious risk
26 that she will suffer irreparable harm absent the injunctive relief sought herein, in that the wrongs
27 that have been and will in the future be performed by Defendants, and each of them, are of a
28 continuing character, and will expose Johansson to a continuing injury. Johansson is further

1 informed and believes and thereon alleges that there is a serious risk that she will suffer irreparable
2 harm absent the injunctive relief sought herein, in that the wrongs that have been and will in the
3 future be done by Defendants, and each of them, will give rise to a multiplicity of judicial
4 proceedings absent the injunctive relief sought herein.

5 150. Accordingly, Johansson seeks the issuance of a preliminary injunction enjoining
6 Defendants, and each of them, and their agents and employees, from publishing, distributing,
7 selling, and/or otherwise publicly displaying and/or disseminating the Photographs and from
8 making any use of the Photographs or images of the Photographs and from making unauthorized
9 use of Johansson's name, photograph and/or likeness for commercial purposes; and upon a final
10 hearing seek an Order permanently enjoining Defendants, and each of them, and their agents and
11 employees, from publishing, distributing, selling, and/or otherwise publicly displaying and/or
12 disseminating the Photographs and from making any use of the Photographs or images of the
13 Photographs and from making unauthorized use of Johansson's name, photograph and/or likeness
14 for commercial purposes.

15 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
16 follows:

17 **AS TO THE FIRST CAUSE OF ACTION:**

- 18 1. General and special damages against Defendants, and each of them, jointly and
19 severally, in an amount not less than One Million (\$1,000,000) Dollars, in accordance with proof
20 at trial;
- 21 2. Exemplary and punitive damages in an amount sufficient to punish and deter
22 Defendants, the exact sum in an amount to be determined as appropriate to the Court;
- 23 3. Rescission and restitution;

24 **AS TO THE SECOND CAUSE OF ACTION:**

- 25 4. General and special damages against Defendants, and each of them, jointly and
26 severally, in an amount not less than One Million (\$1,000,000) Dollars, in accordance with proof
27 at trial;
- 28 5. Exemplary and punitive damages in an amount sufficient to punish and deter

1 Defendants, the exact sum in an amount to be determined as appropriate to the Court;

2 6. Rescission and restitution;

3 **AS TO THE THIRD CAUSE OF ACTION:**

4 7. General and special damages against Defendants, and each of them, jointly and
5 severally, in an amount not less than One Million (\$1,000,000) Dollars, in accordance with proof
6 at trial;

7 8. Exemplary and punitive damages in an amount sufficient to punish and deter
8 Defendants, the exact sum in an amount to be determined as appropriate to the Court;

9 9. Rescission and restitution;

10 **AS TO THE FOURTH CAUSE OF ACTION:**

11 10. Rescission and restitution;

12 **AS TO THE FIFTH CAUSE OF ACTION:**

13 11. General and special damages against Defendants, and each of them, jointly and
14 severally, in an amount not less than One Million (\$1,000,000) Dollars, in accordance with proof
15 at trial;

16 12. Exemplary and punitive damages in an amount sufficient to punish and deter
17 Defendants, the exact sum in an amount to be determined as appropriate to the Court;

18 13. For an Order of the Court requiring Defendants to disgorge to Johansson all monies
19 received by Defendants, directly or indirectly, as a result of their wrongful conduct regarding the
20 Photographs, including all amounts by which Defendants have been unjustly enriched, and pending
21 said disgorgement, an order imposing a constructive trust on all such monies;

22 14. For an order declaring that Defendants hold such profits in trust for Plaintiff;

23 15. For an injunction to prevent Defendants, and each of them, and their agents and
24 employees, from publicly displaying, disseminating, publishing, distributing, selling, and/or
25 otherwise exploiting the Photographs and from making any further or other use of the negatives,
26 prints, reproductions and/or copies of the Photographs or images of the Photographs contained
27 therein, and from making unauthorized use of Johansson's name, photograph and/or likeness for
28 commercial purposes;

1 **AS TO THE SIXTH CAUSE OF ACTION:**

2 16. General and special damages against Defendants, and each of them, jointly and
3 severally, in an amount which has yet to be ascertained, but in excess of the jurisdictional limit
4 of this Court, in accordance with proof at trial;

5 17. Exemplary and punitive damages in an amount sufficient to punish and deter
6 Defendants, the exact sum in an amount to be determined as appropriate to the Court;

7 18. For an injunction to prevent Defendants, and each of them, and their agents and
8 employees, from publicly displaying, disseminating, publishing, distributing, selling, and/or
9 otherwise exploiting the Photographs and from making any further or other use of the negatives,
10 prints, reproductions and/or copies of the Photographs or images of the Photographs contained
11 therein;

12 **AS TO THE SEVENTH CAUSE OF ACTION:**

13 19. General and special damages against Defendants, and each of them, jointly and
14 severally, in an amount which has yet to be ascertained, but in excess of the jurisdictional limit
15 of this Court, in accordance with proof at trial;

16 20. Exemplary and punitive damages in an amount sufficient to punish and deter
17 Defendants, the exact sum in an amount to be determined as appropriate to the Court;

18 21. For an injunction to prevent Defendants, and each of them, and their agents and
19 employees, from publicly displaying, disseminating, publishing, distributing, selling, and/or
20 otherwise exploiting the Photographs and from making any further or other use of the negatives,
21 prints, reproductions and/or copies of the Photographs or images of the Photographs contained
22 therein;

23 **AS TO THE EIGHTH CAUSE OF ACTION:**

24 22. General and special damages against Defendants, and each of them, jointly and
25 severally, in an amount which has yet to be ascertained, but in excess of the jurisdictional limit
26 of this Court, in accordance with proof at trial;

27 23. Exemplary and punitive damages in an amount sufficient to punish and deter
28 Defendants, the exact sum in an amount to be determined as appropriate to the Court;

1 24. For an injunction to prevent Defendants, and each of them, and their agents and
2 employees, from publicly displaying, disseminating, publishing, distributing, selling, and/or
3 otherwise exploiting the Photographs and from making any further or other use of the negatives,
4 prints, reproductions and/or copies of the Photographs or images of the Photographs contained
5 therein;

6 **AS TO THE NINTH CAUSE OF ACTION:**

7 25. General and special damages against Defendants, and each of them, jointly and
8 severally, in an amount which has yet to be ascertained, but in excess of the jurisdictional limit
9 of this Court, in accordance with proof at trial;

10 **AS TO THE TENTH CAUSE OF ACTION:**

11 26. General and special damages against Defendants, and each of them, jointly and
12 severally, in an amount which has yet to be ascertained, but in excess of the jurisdictional limit
13 of this Court, in accordance with proof at trial;

14 **AS TO THE ELEVENTH CAUSE OF ACTION:**

15 27. General and special damages against Defendants, and each of them, jointly and
16 severally, in an amount not less than Two Million (\$2,000,000) Dollars, in accordance with proof
17 at trial;

18 28. Exemplary and punitive damages in an amount sufficient to punish and deter
19 Defendants, the exact sum in an amount to be determined as appropriate to the Court;

20 **AS TO THE TWELFTH CAUSE OF ACTION:**

21 29. For a judicial declaration as against Defendants, and each of them, in accordance
22 with the requests set forth in the Twelfth Cause of Action;

23 **AS TO THE THIRTEENTH CAUSE OF ACTION:**

24 30. For an injunction to prevent Defendants, and each of them, and their agents and
25 employees, from publicly displaying, disseminating, posting, publishing, distributing, selling,
26 and/or otherwise exploiting the Photographs and from making any further or other use of the
27 negatives, prints, reproductions and/or copies of the Photographs or images of the Photographs
28 contained therein, and from making unauthorized use of Johansson's name, photograph and/or

1 likeness for commercial purposes;

2 31. For an order directing the Defendants to immediately make available to and return
3 to Johansson all of the Photographs, including all negatives, prints, reproductions and/or copies
4 of the Photographs in their possession and control or in the control of any agents or representative;

5 **AS TO ALL CAUSES OF ACTION:**

6 32. For costs of the suit incurred;

7 32. For Attorneys' fees;

8 33. For interest at the statutory rate; and,

9 34. For such other and further relief as the Court may deem just and proper.

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11 DATED: May 19, 2005

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LAVELY & SINGER
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By: 

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Attorneys for Plaintiff
GABRIELA JOHANSSON

FOR COURT USE ONLY

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ATTORNEY FOR (Name): GABRIELA JOHANSSON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 N. HILL STREET

MAILING ADDRESS:

CITY AND ZIP CODE: LOS ANGELES, CA 90012

BRANCH NAME: CENTRAL DISTRICT

CASE NAME: JOHANSSON v. RICHARDSON

FILED

LOS ANGELES SUPERIOR COURT

MAY 19 2005

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

BY J. SUNGA, DEPUTY

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 1811)

CASE NUMBER:

BC 333681

JUDGE:

DEPT.:

All five (5) items 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)
 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 1800-1812)

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 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court
- f. Substantial post-judgment judicial supervision

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

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

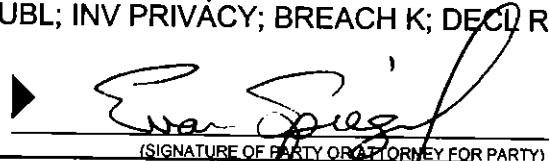
4. Number of causes of action (specify): 16 - FRAUD; RT OF PUBL; INV PRIVACY; BREACH K; DECL REL

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

Date: MAY 19, 2005

EVAN N. SPIEGEL, 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 201.8.) 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 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

ORIGINAL

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 check **all five** items 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. You do not need to submit a cover sheet with amended papers. 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 201.8(c) and 227 of the California Rules of Court.

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 1800 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 Rule 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 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 Tax
 - 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

**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 5-9 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 County 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.

ORIGINAL

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

Non-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.
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.
Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

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

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	A6017 Legal Malpractice <input type="checkbox"/>	1., 2., 3.
Other (35)	A6025 Other Non-Personal Injury/Property Damage tort <input type="checkbox"/>	2., 3.
Wrongful Termination (36)	A6037 Wrongful Termination <input type="checkbox"/>	1., 2., 3.
Other Employment (15)	A6204 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals <input type="checkbox"/>	1., 2., 3., 10.
Breach of Contract/Warranty (not insurance) (06)	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) <input type="checkbox"/>	2., 5., 1., 2., 5.
Collections (09)	A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/>	2., 5., 6., 2., 5.
Insurance Coverage (18)	A6015 Insurance Coverage (not complex) <input type="checkbox"/>	1., 2., 5., 8.
Other Contract (37)	A6009 Contractual Fraud <input checked="" type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence) <input type="checkbox"/>	1., 2., 3., 5., 1., 2., 3., 5., 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	A7300 Eminent Domain/Condemnation Number of parcels _____ <input type="checkbox"/>	2.
Wrongful Eviction (33)	A6023 Wrongful Eviction Case <input type="checkbox"/>	2., 6.
Other Real Property (26)	A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) <input type="checkbox"/>	2., 6., 2., 6., 2., 6.
Unlawful Detainer - Commercial (31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) <input type="checkbox"/>	2., 6.
Unlawful Detainer - Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) <input type="checkbox"/>	2., 6.
Unlawful Detainer - Drugs (38)	A6022 Unlawful Detainer-Drugs <input type="checkbox"/>	2., 6.
Asset Forfeiture (05)	A6108 Asset Forfeiture Case <input type="checkbox"/>	2., 6.
Petition re Arbitration (11)	A6115 Petition to Compel/Confirm/Vacate Arbitration <input type="checkbox"/>	2., 5.

Judicial Review Unlawful Detainer Real Property Contract Employment Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)

SHORT TITLE: **JOHANSSON V. RICHARDSON** CASE NUMBER: _____

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

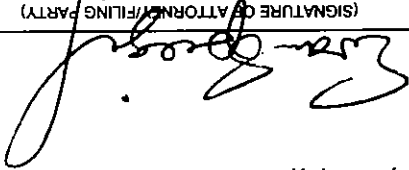
Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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 (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.
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.
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.

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 JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 _____ (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), 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 DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

Dated: MAY 19, 2005


 EVAN N. SPIEGEL, ESQ.
 (SIGNATURE OF ATTORNEY/FILING PARTY)

(Code of Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (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 LOS ANGELES SUPERIOR COURT courthouse in the CENTRAL District of the Los Angeles Superior Court

CITY: LOS ANGELES		STATE: CA	ZIP CODE: 90046
REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			
ADDRESS: 7700 Sunset Blvd			

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.

SHORT TITLE: JOHANSSON V. RICHARDSON	CASE NUMBER
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