

Complex

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Case assigned to  
Judge Victoria  
Cheney

**FILED**  
LOS ANGELES SUPERIOR COURT  
FEB 18 2005  
JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK  
BY J. SUNGA  
J. SUNGA, DEPUTY

Attorneys for Plaintiff Eileen Goldberg

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

C.C.W

EILEEN GOLDBERG, Individually and  
on Behalf of All Others Similarly  
Situating,

Case No. BC329115

Plaintiffs,

CLASS ACTION COMPLAINT

v.

1. VIOLATIONS OF BUSINESS &  
PROFESSIONS CODE SECTION 17200  
AND SECTION 17203

CHOICEPOINT, INC., a Georgia  
Corporation and DOES 1-100,  
inclusive,

2. FRAUD

Defendants.

3. NEGLIGENT MISREPRESENTATION

Jury Trial Demanded

CIT/CASE: BC329115 LEA/DEF#:   
RECEIPT #: CCH280104068  
DATE PAID: 02/18/05 04:11:08 PM  
PAYMENT: \$550.00 0310  
RECEIVED  
CHECK: 550.00  
CASH:  
CHANGE:  
CARD:

Plaintiff, Eileen Goldberg, on behalf of herself and all others similarly situated, and  
demanding a trial by jury, complains and pleads upon information and belief as follows:

I. INTRODUCTION

1. For at least the past five (5) months, Defendant ChoicePoint, Inc.  
("ChoicePoint"), has engaged in a course of fraudulent, negligent, and unfair business practices  
which has resulted in the release of highly sensitive personal information and the loss of millions  
of dollars to consumers nationwide. The practices include the failure to adequately secure  
maintain confidential the personal, financial and other information entrusted to ChoicePoint  
consumers; failure to implement adequate security measures to maintain the confidentiality of  
consumers' personal, financial and other information; misrepresentation of the company's  
security measures and its ability to secure information against unauthorized access; the failure

CIT/CASE: BC329115 LEA/DEF#:   
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ORIGINAL

1 timely and fully disclose breaches of the company's security measures to affected consumers; and  
2 numerous other acts and omissions which have worked to the detriment of consumers and others.

## 3 II. JURISDICTION

4 2. This is a civil action seeking recovery of damages and penalties under California  
5 law. Plaintiff, for herself and all other members of the Class alleged herein, brings an action for  
6 monetary damages and injunctive relief for Defendant's violations of Business & Professions  
7 Code §17200, et seq., as a result of the unlawful, fraudulent and unfair business practices set  
8 forth above. In addition, Plaintiff seeks relief for Defendant's fraudulent and negligent conduct.

## 9 III. VENUE

10 3. Venue as to Defendant ChoicePoint and Does 1-100 is proper in this judicial  
11 district pursuant to California Code of Civil Procedure §395(a) and §395.5, as at least some of  
12 the acts complained of herein occurred in the County of Los Angeles. Defendant either owns,  
13 maintains offices, transacts business, has an agent or agents within the County of Los Angeles, or  
14 otherwise is found within the County of Los Angeles, and Defendant is within the jurisdiction of  
15 this Court for purposes of service of process.

## 16 IV. PLAINTIFF CLASS

17 4. The acts complained of herein occurred, at least in part, within the last five (5)  
18 months preceding the filing of this original Class Action Complaint. The class representative  
19 Plaintiff is a consumer whose personal, financial and other information has been entrusted to,  
20 maintained and/or distributed to others by Defendant ChoicePoint.

21 5. Defendant ChoicePoint is a Georgia Corporation and provider of identification  
22 and credential verification services to business, government and individual customers.

23 6. The acts complained of herein occurred, at least in part, within the last five (5)  
24 months preceding the filing of this Class Action Complaint. The class representative Plaintiff  
25 was and is a consumer whose personal financial and other information has been entrusted to  
26 Defendant ChoicePoint for identification, credit verification and other purposes.

## 27 V. DEFENDANTS

28 7. Plaintiff is informed and thereupon alleges that at all times mentioned herein,

1 Defendant ChoicePoint, a Georgia Corporation, and DOES 1-100, were and are, corporations  
2 and/or individuals licensed to do business in this state. Defendant ChoicePoint, as aforesaid,  
3 owns and operates numerous offices throughout the State of California for the purpose of  
4 maintaining and/or distributing to others consumer information for identification, credit  
5 verification, marketing and other purposes.

6 8. Plaintiff does not know the true names or capacities, whether individual, partner  
7 or corporate, of the Defendants sued herein as DOES 1-100, inclusive, and for that reason, said  
8 Defendants are sued under such fictitious names and Plaintiff will seek leave from the Court to  
9 amend this Complaint when such true names and capacities are discovered.

10 9. Plaintiff is informed and believes, and on that basis alleges, that each of the said  
11 fictitious Defendants, whether individuals, partners or corporate, were responsible in some  
12 manner for the circumstances alleged herein and proximately caused Plaintiff, and those  
13 members of the general public and class members similarly situated, to be subjected to the  
14 unlawful business practices, wrongs and injuries and damages complained of herein.

15 10. At all times herein mentioned, each of said Defendant participated in the doing of  
16 the acts hereinafter alleged to have been done by the named Defendants; furthermore, the  
17 Defendants, and each of them, were the agents, servants and/or employees of each and every one  
18 of the named Defendants, as well as the agents of all Defendants, and at all times herein  
19 mentioned were acting within the course and scope of said agency and employment.

20 11. At all times mentioned herein, the Defendants, and each of them, were members  
21 of, and engaged in, a joint venture, partnership and common enterprise, and acting within the  
22 course and scope of, and in the pursuance of said joint venture, partnership and common  
23 enterprise.

24 12. At all times herein mentioned, the acts and omissions of various Defendants, and  
25 each of them, concurred and contributed to the various actions and omissions of each and every  
26 one of the other Defendants in proximately causing the complaints, injuries and damages alleged  
27 herein.

28 13. At all times herein mentioned, Defendants, and each of them, approved of,

1 condoned and/or otherwise ratified each and every one of the acts and/or omissions complained  
2 of herein.

3 14. At all times herein mentioned, Defendants, and each of them, aided and abetted  
4 the acts and omissions of each and every one of the other Defendants, thereby proximately  
5 causing the damages as herein alleged.

6 **VI. FIRST CAUSE OF ACTION**

7 **[Unfair Business Practices - Violation of Cal.B&PC §§17200  
8 and 17203 Against All Defendants]**

9 15. Plaintiff herein realleges and incorporates each and every one of the allegations  
10 contained in Paragraphs 1 through 14, inclusive of this Complaint, as if fully set forth herein.

11 16. Business and Professions Code (B&PC) Section 17200, et. seq., and Section  
12 17203, et seq., often referred to as the "Unfair Competition Law" (B&PC §§17200 and 17203)  
13 prohibits unfair competition, which is defined to include any unlawful, unfair or fraudulent  
14 business action or practice. ChoicePoint, and the DOES 1-100 have systematically engaged in the  
15 unfair and unlawful practices set forth above. The aforesaid conduct is also unlawful and  
16 subjects Defendants to sanctions, fines and is actionable under B&PC §§17200 and 17203.

17 17. Defendant ChoicePoint's use of such practices constitutes an unfair business  
18 practice, unfair competition and provides an unfair advantage over ChoicePoint's competitors.  
19 Plaintiff on behalf of the general public seeks full restitution and disgorgement of said monies by  
20 Defendant, as necessary and according to proof, to restore any and all monies withheld, acquired  
21 and/or converted as a result of Defendant's unfair practices complained of herein. Plaintiff  
22 further seeks on behalf of the general public, the appointment of a receiver, as necessary, to  
23 establish the total monetary relief sought from Defendants. The restitution includes all profit  
24 realized as a result of the unfair business practices, including interest thereon. The acts  
25 complained of herein occurred, at least in part, within the last five (5) months preceding the filing  
26 of this Complaint.

27 18. Plaintiff is informed and believes and on that basis alleges that at all times herein  
28 mentioned Defendants have engaged in unlawful, deceptive and unfair business practices

1 prohibited by California B&PC §17200, including those set forth in Paragraphs 1 through 23,  
2 inclusive, thereby depriving Plaintiff and the other members of the general public of fair and  
3 honest business practices. The conduct of Defendants is inimical to the public welfare since it  
4 transgresses both civil and criminal statutes of this state.

5 19. By and through its unfair, unlawful and/or fraudulent business practices described  
6 herein, Defendant ChoicePoint has exploited Plaintiff and all persons similarly situated.

7 20. Plaintiff, and all persons similarly situated and all persons in interest, are entitled  
8 to and do seek relief as may be necessary to restore to them the money and property of which  
9 Plaintiff and the class members have been deprived by means of the herein described unfair,  
10 unlawful and/or fraudulent business practices.

11 21. Plaintiff seeks an injunction preventing Defendant from continuing the unfair  
12 business practices set forth above. Plaintiff further seeks an order requiring Defendants to  
13 identify by full name, social security number and last known address, all consumers whose  
14 personal, financial or information has been maintained and/or distributed by defendant  
15 ChoicePoint for the five (5) months preceding the filing of this Complaint through the date of  
16 judgment; Plaintiff further seeks an order requiring Defendants to timely pay restitution to all  
17 current and former customers, including penalties, interest and attorneys' fees and costs, pursuant  
18 to Code of Civil Procedure §1021.5.

19 22. Plaintiff, and all persons similarly situated and all persons in interest, are further  
20 entitled to and do seek a declaration that the above-described business practices are unfair,  
21 unlawful and/or fraudulent and seek injunctive relief restraining ChoicePoint from engaging in  
22 any of the herein described unfair, unlawful and/or fraudulent business practices at all times in  
23 the future.

#### 24 **VII. PLAINTIFF'S SPECIFIC FACTS**

25 23. Plaintiff, at all times relevant hereto, was and is a consumer whose personal  
26 information was maintained and/or provided to others by Defendant ChoicePoint, and has been  
27 subjected to the illegal practices of said Defendant, as aforesaid, has had the confidentiality of  
28 her financial and other information compromised and/or has been subject to the unauthorized and

1 illegal distribution to others of said information without her knowledge or consent, and has been  
2 damaged thereby.

3 24. At all times relevant hereto, Plaintiff's personal information was maintained  
4 and/or provided to others by Defendant ChoicePoint and was subject to the unauthorized  
5 distribution of her confidential and highly sensitive personal, financial and other information.

6 **VIII. CLASS ACTION ALLEGATIONS**

7 25. Plaintiff brings this action, on behalf of herself and all others similarly situated, as  
8 a class action pursuant to California Code of Civil Procedure §382. The class which the Plaintiff  
9 seeks to represent is composed of and defined as follows:

10 a. All consumers in California whose personal information, including but  
11 not limited to names, addresses, important identification numbers, job and credit  
12 histories, Social Security numbers, driver's license numbers, state identification numbers,  
13 credit or debit card account numbers and/or security codes was maintained and/or  
14 provided to others by Defendant ChoicePoint and/or were subjected to the unauthorized  
15 release of that information to others for the period commencing from at least October  
16 2004 through the date of judgment.

17 b. All consumers in states other than California whose personal information,  
18 including but not limited to names, addresses, important identification numbers, job and  
19 credit histories, Social Security numbers, driver's license numbers, state identification  
20 numbers, credit or debit card account numbers and/or security codes was maintained  
21 and/or provided to others by Defendant ChoicePoint and/or were subjected to the  
22 unauthorized release of that information to others for the period commencing from at  
23 least October 2004 through the date of judgment.

24 26. The members of the Class are so numerous that joinder of all members would be  
25 infeasible and not practicable. The membership of the entire class is unknown to Plaintiff at this  
26 time, however, can be easily ascertained through ChoicePoint's records which include, among  
27 other things, the name, addresses, and phone numbers of the class members.

28 27. There are common questions of law and fact as to the class which predominate

1 over questions affecting only individual members including, without limitation to:

- 2 a. Whether ChoicePoint failed to maintain adequate security measures to  
3 protect consumers' personal information;
- 4 b. Whether or not ChoicePoint misrepresents its security measures;
- 5 c. Whether or not ChoicePoint fails to adequately protect consumers'  
6 personal information from unauthorized distribution or release;
- 7 d. Whether unauthorized distribution or release of consumers' personal  
8 information is misrepresented and/or undisclosed by ChoicePoint;
- 9 e. Whether or not ChoicePoint was on notice as to the unauthorized release  
10 of consumers' personal information, and has acted reasonably under the circumstances to  
11 protect the security of personal, financial and other information for members of the Class;
- 12 f. Whether ChoicePoint has engaged in unfair business practices;
- 13 g. Whether ChoicePoint was a participant in allegedly unlawful and tortious  
14 conduct;
- 15 h. Whether or not ChoicePoint's business practices allowed the unauthorized  
16 release of consumers' personal information, and thereby improperly retained and  
17 converted, appropriated or deprived Plaintiff and the Class of the use of monies or sums  
18 to which the Plaintiff and the Class members were legally entitled;
- 19 i. Whether ChoicePoint's conduct was willful and reckless; and
- 20 j. The effect upon the public and the extent of injury suffered by Plaintiff  
21 and other members of the Class and the appropriate amount of compensation therefore;

22 28. The claims of the Plaintiff are typical of the claims of all members of the class as  
23 mentioned herein. Plaintiff, as representative party, will fairly and adequately protect the  
24 interests of the class by vigorously pursuing the suit through her attorneys who are skilled and  
25 experienced in handling matters of this type.

26 29. The nature of this action and the nature of the laws available to the Plaintiff and  
27 members of the class identified herein make use of the class action format a particularly efficient  
28 and appropriate procedure to afford relief to the Plaintiff for the wrongs alleged herein. Further,

1 this claim involves one (1) large corporate employer, ChoicePoint, and a large number of  
2 individual consumers, estimated to be not less than 145,000 persons over the Class Period  
3 (Plaintiff and the Class), with many relatively small claims which do are less than \$75,000  
4 exclusive of interests and costs, with common issues of law and fact. If each customer were  
5 required to file an individual lawsuit, ChoicePoint would necessarily gain an unconscionable  
6 advantage since it would be able to exploit and overwhelm the limited resources of Plaintiff with  
7 its vastly superior financial and legal resources. Requiring each class member to pursue the  
8 individual remedy would also discourage the assertion of lawful claims by customers who would  
9 be disinclined to pursue an action against Defendant ChoicePoint because of its financial  
10 viability.

11 30. Proof of a common business practice and factual pattern, which the named  
12 Plaintiff experienced, is representative of the class mentioned herein and will establish the right  
13 of each of the member of the named class to recover on the causes of action alleged herein. The  
14 prosecution of separate actions by the individual class members, even if possible, would create a  
15 substantial risk of inconsistent or varying verdicts of adjudications with respect to the individual  
16 class members against the Defendants herein; and (a) which would establish potentially  
17 incompatible standards of conduct for the Defendants; and/or (b) legal determinations with  
18 respect to individuals class members which would , as a practical matter, be dispositive of the  
19 interest of the other class members not party to adjudications or which would substantially impair  
20 or impede the ability of the class members to protect their interests. Further, the claims of the  
21 individual members of the class are not sufficiently large as to warrant vigorous individual  
22 prosecution considering all of the concomitant costs and expenses attendant thereto.

23 31. Plaintiff and each member of the class are entitled to compensation and to  
24 assurances that the conduct of ChoicePoint and DOE Defendants, as set forth above, will not  
25 happen again.

## 26 **IX. SECOND CAUSE OF ACTION**

27 **[Fraud and Deceit, Violations of Civil Code Sections 1572, 1710, Against All Defendants]**

28 32. Plaintiff, individually and on behalf of the class, realleges and incorporates by

1 reference Paragraphs 1 through 31, of this Complaint, as if fully set forth herein.

2 33. Plaintiff and the class alleges ChoicePoint, acting individually and through its  
3 officers, partners, agents and/or employees, and acting within the scope of its employment,  
4 falsely and fraudulently, and with the intent to deceive and defraud Plaintiff and the class,  
5 affirmatively misrepresented that it would not engage in the unlawful practices set forth above.

6 34. Defendant's representations were false and misleading, and ChoicePoint knew  
7 them to be false and misleading. In fact, Plaintiff and the class have been exploited.

8 35. Such false and misleading representations were made by ChoicePoint for the  
9 purposes of inducing its customers to release consumers' personal information to ChoicePoint for  
10 distribution to others.

11 36. Plaintiff and the plaintiff class were unaware that Defendant's representations  
12 were false and misleading representations and they justifiably believed and relied on them.

13 37. Plaintiff and the plaintiff class only recently discovered the intentional fraud and  
14 deceit practiced upon them by ChoicePoint.

15 38. As the proximate result of ChoicePoint's false and misleading representations,  
16 Plaintiff and the class suffered damages in an amount less than Seventy-Five Thousand Dollars  
17 per plaintiff class member, exclusive of interest and costs, for each class member.

18 39. ChoicePoint committed the wrongful acts alleged in this Complaint maliciously,  
19 fraudulently and oppressively with the intent of injuring Plaintiff and the plaintiff class.  
20 Defendant's actions arose from an improper and evil motive amounting to malice and were  
21 undertaken in conscious disregard of Plaintiff and the plaintiff class members' rights. Plaintiff  
22 and the class are entitled to punitive damages from ChoicePoint.

## 23 **XI. THIRD CLASS CAUSE OF ACTION**

### 24 **[Negligent Misrepresentation]**

25 40. Plaintiff, individually and on behalf of the class, realleges and incorporates by  
26 reference Paragraphs 1 through 39, of this Complaint, as if fully set forth herein.

27 41. For at least five (5) months prior to the filing of this Complaint, Defendant  
28 ChoicePoint misrepresented to Plaintiff and the Plaintiff Class that it would not engage in the

1 conduct alleged above.

2 42. The material representations by ChoicePoint as aforesaid were untrue when made.

3 43. ChoicePoint made these representations without any reasonable ground for  
4 believing them to be true.

5 44. At the time that these representations were made, Plaintiff and the Plaintiff Class  
6 were unaware of the falsity of the representations.

7 45. Plaintiff and the Plaintiff Class justifiably acted in reliance upon the truth of the  
8 representations of ChoicePoint as aforesaid.

9 46. As a direct and proximate result of the Plaintiff and the Plaintiff Class' reliance  
10 upon the truth of the representations of ChoicePoint, as aforesaid, Plaintiff and the Plaintiff Class  
11 have sustained damages.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, for all of the above and foregoing reasons, Plaintiff and the class, pray  
14 for judgment against ChoicePoint as follows:

15 **FOR THE FIRST CAUSE OF ACTION**

16 1. For an Order permanently enjoining ChoicePoint from engaging in the practices  
17 challenged herein;

18 2. For an Order for full restitution of all monies, as necessary and according to proof,  
19 to restore any and all monies withheld, acquired and/or converted from consumers' as a result of  
20 the unfair and fraudulent practices of ChoicePoint as alleged herein. Plaintiff and the class seek  
21 the appointment of a receiver, as necessary. Plaintiff and the class also seek pre-judgment  
22 interest and attorneys' fees as a result of the unfair business practices;

23 3. For an Order finding and declaring that ChoicePoint's acts and practices as  
24 challenged herein are unlawful, unfair and/or fraudulent;

25 4. For an accounting, under administration of Plaintiff and the class and subject to  
26 court review, to determine the amount to be returned by ChoicePoint and the amounts to be  
27 refunded to members of the public who are or were affected by Defendant's illegal acts;

28 5. For the creation of an administrative process wherein each current and former

1 injured customer of ChoicePoint receives his or her losses.

2 **FOR THE CLASS ACTION**

- 3 1. For an Order requiring and certifying this case to be a class action;
- 4 2. For an Order requiring ChoicePoint to identify by name, address, telephone
- 5 number and social security number, each consumer who is a member of the class; and
- 6 3. For all appropriate declaratory and equitable relief to be fashioned by this
- 7 Honorable Court.

8 **FOR THE SECOND CAUSE OF ACTION**

- 9 1. For general damages according to proof;
- 10 2. For Plaintiff's and the class' costs incurred herein;
- 11 3. For punitive damages according to proof; and
- 12 4. For all appropriate declaratory and equitable relief.

13 **FOR THE THIRD CAUSE OF ACTION**

- 14 1. For general damages according to proof;
- 15 2. For Plaintiff's and the class' costs incurred herein;
- 16 3. For special damages according to proof; and
- 17 4. For all such other relief as is just and necessary under the circumstances.

18

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff and the class hereby demand a trial by jury.

21 Respectfully submitted,

22 Date: February 18, 2005

23 GLANCY BINKOW & GOLDBERG LLP

24 By: 

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SHORT TITLE

GOLDBERG V. CHOICEPOINT, INC., ET AL.

CASE NUMBER

BC 329115

**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 14  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)**

- Class Actions must be filed in the County Courthouse, Central District.
- May be filed in Central (Other county, or no Bodily Injury/Property Damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- Location of Labor Commissioner Office.

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

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	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.

CIV 109 03-04

LASC Approved

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

LASC, rule 2.0

Page  
**ORIGINAL**

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

SHORT TITLE <b>GOLDBERG v. CHOICEPOINT, INC., ET AL.</b>	CASE NUMBER
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<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6026 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: GOLDBERG V. CHOICEPOINT, INC., ET AL.	CASE NUMBER
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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"/> A6038 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.


SHORT TITLE: GOLDBERG v. CHOICEPOINT, INC., ET AL.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS:	
<input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		1801 AVENUE OF THE STARS	
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90067	

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 LA COUNTY courthouse in the CENTRAL District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: FEBRUARY 18, 2005

  
\_\_\_\_\_  
(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 03-04 (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.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION