6929E Cheney Drive
Paradise Valley, Az.

480-368-0218 HM.
480-368-2672 FAX.
janwallace@att.net

Jan Wallace

Objective President, SDI

Experience 2004-2002 Private Consulting/Investment Strategies Az.

President

- Orchestrated the reverse merger between M.W. Medical and Davi Skin, a new company of the Mondavi family, Carlos Mondavi C.E.O. .
- Trades on Nasdaq OTC BB approx. 5.00 dollars a share.
- Suggested possible merger partners and funding sources..

2001-1998 MW Medical Nevada

President C.E.O. Director

- A spin-off subsidiary of Dynamic Associates, Nasdaq, OTC BB. Symbol MWMD
- Raised 9 million USD.
- Achieved a market cap of 100 million dollars
- Sold a subsidiary, P&H Industries, California, at a 5,000,000 value
- Established a foreign office in Frankfurt, Germany; MW Medical GMBH, for European expansion
- Established our trading market in Europe and was listed on the Frankfurt Exchange
-

1997-1995 Dynamic Associates Inc Nevada

President C.E.O. Director

- Development of Medical Technologies utilizing microwave energy.
- Nasdaq, OTC BB, and the Frankfurt Exchange; Symbol DYAS
- Raised through a PPM and Convertible Debenture, a total of 30 million dollars.
- Achieved a market cap. Of 70 million
- Sold the entity in a reverse merger to Tele-Lawyer; Nasdaq company
- Subsiduaries:
- Chairman, Director :P&H Industries,Hi- Rel Co. Simi Valley, Cal.
- Chairman, Director : Microthermia Inc. San Jose, California founding technology for MW Medical in Benign Prostate Hyperplasia and cancerous tumors.
- Chairman, Director :Genesis Health Management. Operated 32 health care units in rural hospitals, in 7 states.
- Purchased 3 other private companies in health care for rapid growth

1995-1994 Claire Technologies Inc. Nevada

President, Director

- Development company specializing in software wafer cleaning systems
- Nasdaq, OTC BB; Symbol CLEA
- Raised through a PPM; a total of 3 million dollars
- Sold the company to a private company in Louisiana.

1993-1991 Active Systems Ottawa, Canada

Executive Vice-President. Prepared the company for IPO

1991-1990 The Heafey Group Toronto, Canada

Financial Consultant. Attained a series seven license for real-estate tax shelters

1989- 1987 Mailhouse Plus Ltd. Ottawa, Canada

Owner, President, Sold the company to Ascom Hasler of Bern Switzerland for 3 million dollars

1996-1993 Pitney Bowes Ottawa, Canada

First female sales executive in company, managed a team who achieved 180% of national quota; highest productive team in the country.

Education

Bachelor of Arts, Queens University, Kingston, Ontario, Canada

- Major: Political Science, Minor: Economics

Interests

Family, Arts and local Charities

Charles S. Price (#006197)
Pamela J.P. Donison (#019741)
ALLEN, PRICE & PADDEN, P.C.
3131 East Camelback Road, Suite 110
Phoenix, Arizona 85016-4597
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Attorneys for Plaintiff

FILED
2000 MAY 25 PM 3:49

ARIZONA SUPERIOR COURT

MARICOPA COUNTY

CLEMENT L. BURWELL, III, Plaintiff, vs. MW MEDICAL, INC., a Nevada Corporation; JAN WALLACE, an unmarried woman; John and/or Jane Does, 1 - 10; Black Entities 1 -10, Defendants.	**CV 2000-007658** **COMPLAINT (AMENDED)**

Plaintiff Clement L. Burwell, III, ("Plaintiff"), by and through his undersigned attorneys, Allen & Price, P.L.C., alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a former employee of MW Medical, Inc. ("MWM"), employed from April 1999, to January 31, 2000, in the capacity of National Sales Manager.
2. On information and belief, MWM is a Nevada corporation, with its principal place of business in Scottsdale, Arizona. MWM is a supplier of microwave medical equipment.
3. On information and belief, MWM is a publicly-traded company (NASD symbol MWMD).

4. On information and belief, MWM markets a microwave medical device with a purported use of hair removal; FDA approval has not been granted for use of such device on the neck or face.

5. Plaintiff was induced to join MWM based on material representations, both oral and written, as to the efficacy of the device, sales projections, and projected sales commissions.

6. As of the date of Plaintiff's resignation, MWM had failed to accomplish sales projections or projected sales commissions promised. On information and belief, no devices have been sold as of the date of this complaint and devices installed in the field have been recalled.

COUNT ONE
Failure to Pay Wages Due

7. Plaintiff hereby incorporates the averments contained in paragraphs 1 through 6 as though said averments were fully set forth herein.

8. Upon his resignation, Plaintiff was owed January wages in the amount of $7,083.33.

9. Upon his resignation, Plaintiff was owed business expenses in the amount of $1,526.06.

10. Upon his resignation, Plaintiff was vested in 56,666 shares of MWM stock as part of his agreed-upon compensation for services performed for the corporation.

11. As of March 1, 2000, Plaintiff had not been paid any wages or expenses for January, 2000, and the sale of stock was blocked by the corporation. As of March 21, 2000, the value of the stock options had dropped from $92,365.58 (January 31, 2000, value) to $7,366.58, causing further economic harm to Plaintiff.

12. Despite demand, Defendant has failed and refused to pay wages, compensation, and expenses due.

13. MWM has failed to pay wages due within the statutory period and, therefore, Plaintiff is entitled to treble damages pursuant to A.R.S. § 23-355.

14. Plaintiff is entitled to recover attorney's fees in this matter to relieve the burden of litigating to recover his earned wages pursuant to A.R.S. § 12-341.01.

COUNT TWO
Libel

15. Plaintiff hereby incorporates the averments contained in paragraphs 1 through 14 as though said averments were fully set forth herein.

16. MWM filed its most recent Annual Report, SEC Form 10KSB, which contained an unmistakable and flagrant allegation of dishonesty and lack of professional integrity on the part of the "vice president of marketing and national sales manager," Mitch DeShon and Luke Burwell respectively. [Exhibit A, attached.]

17. MWM's libelous publication was posted on the Internet as of April 17, 2000, and it has been published successively and continuously since that date, resulting in multiple separate offenses of libel.

18. Plaintiff has made demand upon MWM to retract and correct the libelous publication pursuant to A.R.S. § 12-653.02. [Exhibit B, attached.]

19. Rather than publishing a retraction, MWM in fact re-published the same libelous Annual Report, SEC Form 10KSB, on May 2, 2000. [Exhibit C, attached.]

20. MWM's libelous publications are per se defamatory, entitling Plaintiff to recover exemplary damages, general damages, and special damages.

21. MWM's failure to cease and desist, as demanded by letter on April 21, 2000 and pursuant to A.R.S. § 12-653.03, entitles Plaintiff to recover general, special, and exemplary damages.

COUNT THREE
Slander

22. Plaintiff hereby incorporates the averments contained in paragraphs 1 through 21 as though said averments were fully set forth herein.

23. On information and belief, MWM stated to DeYoung and Associates, the investor relations firm retained by MWM, and/or authorized or permitted DeYoung and Associates as MWM's agent to state the following:

a) That former employees had broken into the MW Medical office and files were stolen;

b) That the former salespeople had sold the equipment to non-physicians, requiring all of these sales to be returned (claiming that there were no problems with burns or blisters and the machines worked perfectly).

24. Such slanderous utterances are slander per se.

25. A.R.S. § 12-651 entitles plaintiff to recover all damages suffered as a result of slanderous utterances by MWM or through its agent, DeYoung and Associates.

COUNT FOUR
Harassment

26. Plaintiff hereby incorporates the averments contained in paragraphs 1 through 26 as though said averments were fully set forth herein.

27. On or about April 20, 2000, Jan Wallace of MWM filed a police report with the Scottsdale Police Department falsely claiming that Mitch DeShon and Luke Burwell had broken and entered the business offices of MWM on multiple occasions between the dates of February 7, 2000 and April 4, 2000. [Exhibit D, attached.]

28. In the report, MWM claimed that in addition to the breaking and entering, Plaintiff and his colleague had stolen contract and personnel files, correspondence relating to pending litigation against Plaintiff and DeShon, a notebook containing sales leads and client information, and an address book belonging to Jan Wallace.

29. MWM also claimed that Jan Wallace was unable to receive her electronic mail.

30. Plaintiff has suffered embarrassment, annoyance, and emotional distress due to being contacted by the Scottsdale Police Department investigating the false accusations.

31. Plaintiff's emotional distress and personal and professional defamation have been compounded by the fact of MWM's publishing or broadcasting the allegations and information regarding the police report to third parties, including but not limited to DeYoung and Associates.

32. The Scottsdale Police Department has stated that it does not intend to pursue this matter as an actual crime against the property of MWM.

33. Such harassment through filing of a false police report is a violation of A.R.S. § 13-2921 (5), a class one misdemeanor.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

A. Payment of January wages and other compensation, trebled, with interest thereon at the statutory rate from February 1, 2000, until paid;

B. Payment of business expenses with interest thereon at the statutory rate from February 15, 2000, until paid; s

C. A letter of retraction, personally signed by officers and directors of the corporation, acknowledging the innocence, integrity, and honesty of Plaintiff in his business dealings with MWM;

D. Damages in an amount to be determined at trial for damage to Plaintiff's professional and personal reputation as a result of MWM's libel;

E. Damages in an amount to be determined at trial for damage to Plaintiff's professional and personal reputation as a result of MWM's slander;

F. Damages in an amount to be determined at trial for embarrassment, annoyance, emotional distress and damage to Plaintiff's professional and personal reputation as a result of MWM's harassment in filing a false police report;

G. Payment of reasonable attorney's fees and costs, pursuant to A.R.S. § 12-341.01; and

H. Such other and further relief as this Court may deem just and proper.

May 25, 2000.

Respectfully Submitted,

ALLEN, PRICE & PADDEN, P.C.

By _____
Charles S. Price
Pamela J.P. Donison
3131 E. Camelback Road, #110
Phoenix, AZ 85016-4597

Attorneys for Plaintiff

Copy hand delivered this 25th day of May, 2000 to:

Kent Brockelman, Esq.
BROCKELMAN & BRODMAN, P.L.C.
Two North Central Avenue, Suite 1750
Phoenix, Arizona 85004

Attorneys for Defendant

_____

MICHAEL K. JEANES
Clerk of the Superior Court

By DESIREE NELSON, Deputy
Date 04/09/2001 Time 11:12 AM

Description	Qty	Amount
CASE# CV2001-005996		
CIVIL NEW COMPLAINT	001	150.00
TOTAL AMOUNT		150.00

Receipt# 00003987482

John R. Augustine, Jr. (#013743)
John R. Augustine, Jr., P.C.
The Citadel, Suite 300
2727 North Third Street
Phoenix, Arizona 85004-1106
602/650-1515

Attorney for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

WESTMINSTER AGENCIES, LTD., an Isle of Man corporation, Plaintiff, vs. DYNAMIC ASSOCIATES, INC., a Nevada corporation; JAN WALLACE and JOHN DOE WALLACE, husband and wife; HERB CAPOZZI and JANE DOE CAPOZZI, husband and wife; LOGAN ANDERSON and JANE DOE ANDERSON, husband and wife; W. A. LUCKY, III and VICKIE TALLEY LUCKY, husband and wife; J. T. SIMMONS and JANE DOE SIMMONS, husband and wife; R. MICHAEL ASBURY and JANE DOE ASBURY, husband and wife; WILLIAM H. MEANS and JANE DOE MEANS, husband and wife; HARRY MOLL and JANE DOE MOLL, husband and wife, JOHN and JANE DOES I - X; XYZ CORPORATIONS I - X; and ABC PARTNERSHIPS I - X, Defendants.	No. CV CV2001-005996 **COMPLAINT** (Breach of Contract, Securities Fraud, Declaratory Relief)

For its complaint against defendants, plaintiff Westminster Agencies, Ltd. hereby alleges as follows:

I. THE PARTIES, JURISDICTION AND VENUE

1. Plaintiff Westminster Agencies, Ltd. (hereinafter "Westminster") is a Isle of Man corporation duly authorized to and conducting business in the United Kingdom and elsewhere.

2. Defendant Dynamic Associates, Inc. (hereinafter "DAI") is a Nevada corporation, which headquarters and primary business operations are, and were at all times material hereto, located in Maricopa County, Arizona. DAI was organized in or about, July, 1989 as a "blank check" enterprise without any specified business. By 1995, through a series of mergers and/or acquisitions, DAI had become a publicly traded holding company (National Quotation Bureau's Bulletin Board—the lowest echelon electronic securities market) engaged in the health care management business. Prior to 1995, DAI had little or not substantive operations. During 1995, the company commenced limited operations in the business of medical microwave technology acquisition. In or about September, 1996, DAI offered for sale and sold the securities that form the basis for the herein cause of action. All of the acts of DAI as alleged herein occurred within or were initiated from Maricopa County, Arizona.

3. Defendant Jan Wallace (hereinafter "Wallace") is, on information and belief and was at all times material hereto, a Canadian citizen residing and doing business in Maricopa County, Arizona. Wallace was, at all times material hereto, President, Chief Operating Officer and a Director of defendant DAI. In the foregoing capacities, Wallace was directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of

the acts of Wallace as alleged herein occurred within or from Arizona. Defendant John Doe Wallace is, on information and belief, Wallace's husband. All of the acts of Wallace as alleged herein were, also on information and belief, undertaken on behalf of her marital community with John Doe Wallace. When John Doe Wallace's true identity is revealed, plaintiff will seek leave of court to amend its complaint to reflect the same.

4. Defendant Herb Capozzi (hereinafter "Capozzi") is, on information and belief and was at all times material hereto, a Canadian citizen doing business in Maricopa County, Arizona. Capozzi was, at all times material hereto, a director of defendant DAI. In the foregoing capacity, Capozzi was directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of the acts of Capozzi as allged herein occurred within or from Arizona. Jane Doe Capozzi is, on information and belief, Capozzi's wife. All of the acts of Capozzi as alleged herein were, also on information and belief, undertaken on behalf of his marital community with Jane Doe Capozzi. When Jane Doe Capazzi's true identity is revealed, plaintiff will seek leave of court to amend its complaint to reflect the same.

5. Defendant Logan Anderson (hereinafter "Anderson") is, on information and believe and was at all times material hereto, a New Zealand citizen residing and doing business in Maricopa County, Arizona. Anderson was, at all times material hereto, Secretary, Treasurer and a Direct of defendant DAI. In the foregoing capacities, Anderson was directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of the acts of Anderson as alleged herein occurred within or from Arizona. Defendant Jane Doe Anderson is, on information and belief, Anderson's wife. All of the acts of Anderson as alleged

herein were, also on information and belief, undertaken on behalf of his marital community with Jane Doe Anderson. When Jane Doe Anderson's true identity is revealed, plaintiff will seek leave of court to amend its complaint to reflect the same.

6. Defendants W. A. Talley and Vickie Talley Lucky (hereinafter "the Luckys") are husband and wife. On information and belief, the Luckys are United States citizens residing and doing business in Louisiana and elsewhere, including Arizona. The Luckys were, at all times material hereto, officers and directors of Genisis, a subsidiary of defendant DAI. In the foregoing capacities, the Luckys were directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of the Luckys' acts as alleged herein occurred within or from Arizona. Each of the Luckys' acts were undertaken on behalf of themselves and one another.

7. Defendant J.T. Simmons (hereinafter "Simmons") is, on information and belief and was at all times material hereto, a United States citizen residing and doing business in Maricopa County, Arizona. Simmons was, at all times material hereto, Vice President of Operations of defendant DAI. In the foregoing capacity, Simmons was directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of the acts of Simmons as alleged herein occurred within or from Arizona. Defendant Jane Doe Simmons is, on information and belief, Simmons' wife. All of the acts of Simmons were, also on information and belief, undertaken on behalf of his marital community with Jane Doe Simmons.

8. Defendant R. Michael Asbury (hereinafter "Asbury") is, on information and belief and was at all times material hereto, a United States citizen residing and doing business in Maricopa County, Arizona. Asbury was, at all times material hereto, Chief Financial Officer of defendant DAI. In the foregoing capacity, Asbury was directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of the acts of Asbury as alleged herein occurred within or from Arizona. Defendant Jane Doe Asbury is, on information and belief, Asbury's wife. All of the acts of Asbury were, also on information and belief, undertaken on behalf of his marital community with Jane Doe Asbury. When Jane Doe Asbury's true identity is revealed, plaintiff will seek leave of court to amend its complaint to reflect the same.

9. Defendant William H. Means (hereinafter "Means") is, on information and belief and was at all times material hereto, a United States citizen residing and doing business in Louisiana and elsewhere, including Arizona. Means was, at all times material hereto, Executive Vice President of defendant DAI. In the foregoing capacity, Means was directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of the acts of Means occurred within or from Arizona. Defendant Jane Doe Means is, on information and belief, Means' wife. All of the acts of Means were, also on information and belief, undertaken on behalf of his marital community with Jane Doe Means. When Jane Doe Means' true identity is revealed, plaintiff will seek leave of court to amend its complaint to reflect the same.

10. Defendant Harry Moll (hereinafter "Moll") is, on information and belief and was at all times material hereto, a Canadian citizen residing and doing business in British Columbia Canada and elsewhere, including Arizona. Although not formally an officer or director of defendant DAI, Moll exercised considerable influence and control over the activities of the company. As such, Moll was directly or indirectly responsible for the securities offering which forms the basis for the herein cause of action. All of the acts of Moll as alleged herein occurred within or from Arizona. Defendant Jane Doe Moll is, on information and belief, Moll's wife. All of the acts of Moll were, also on information and belief, undertaken on behalf of his marital community with Jane Doe Moll. When Jane Doe Moll's true identity is revealed, plaintiff will seek leave of court to amend its complaint to reflect the same.

11. Defendants John and Jane Does I - X, XYZ Corporations I - X, and ABC Partnerships I - X are fictitiously named individuals and/or entities whose/which true identities and involvement in the activities complained of herein are presently unknown. When these fictitiously named defendants' true identities and/or involvement herein is/are revealed, plaintiff will seek leave of court to amend its complaint to reflect the same.

12. By virtue of the foregoing and otherwise, this court has jurisdiction over the matter and the parties hereto and venue herein is proper.

II. EVENTS GIVING RISE TO DEFENDANT'S LIABILITY

The Offering.

13. Plaintiff repeats and realleges paragraphs 1 through 12 hereof as if fully set forth hereinagain.

14. In or about August, 1996, defendant DAI entered into a "final" Acquisition Agreement to purchase 100% of the issued and outstanding common stock of Genesis Health Management Corporation ("Genesis")[1] for $15,000,000 ($12,000,000 cash and a $3,000,000 carry back Promissory Note) and 3,000,000 shares of DAI common stock (valued at $3.33 for purposes of the acquisition). In order to finance the foregoing, DAI, through its Board of Directors and in coordination with the Board of Directors of Genesis, authorized the sale of 1,000 units of securities in the form of "10% Convertible Subordinated Notes" (the "Notes").[2]

15. The Notes were not registered for sale with the United States Securities and Exchange Commission (the "SEC") but were instead sold (purportedly) in reliance upon an exemption from the registration requirements set forth in the Securities Act of 1933 (the "Securities Act" or the "'33 Act"). The particular exemption relied upon requires that offers and sales only be made to individuals or entities outside the United States. This exemption is commonly referred to as "Regulation S."

16. In connection with the offer and sale of the Notes referenced herein above, DAI, with the active assistance of Genesis and its Officers and Directors, prepared and circulated a private offering memorandum (the "Memorandum") dated September 16, 1996. According to the Memorandum, approximately 78% of the proceeds to be raised (total funds to be raised $18.5 million) or $14.5 million was to be used in connection with the acquisition of Genesis.

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[1] According to the Memorandum, Genesis was engaged in, among other things, the business of small hospital management.

[2] Each of the 1,000 units were offered at $18,500 with interest payable semi-annually on January 15 and July 15 with the principal due on or before September 15, 2006.

17. According to DAI press releases and other information disseminated by or at the direction of the company, Genesis, and their respective officers and directors (the individual defendants hereto), at or leading up to the date of the Note offering complained of herein, Genesis was touted as a highly profitable enterprise that would add substantially to DAI's financial status. Indeed, according to information which the company disseminated or caused to be disseminated in or about August, 1996, Genesis claimed to have 22 hospitals under contract with double digit growth expected in the coming year. Specifically, according to a DAI press release dated August 14, 2001, by virtue of the proposed acquisition of Genesis, pre-tax profits were projected to by "over $10 million."

18. In actuality, Genesis' profitability and growth projects were either grossly over stated or completely misrepresented altogether. Alternatively, the representations regarding profitability and growth were not supported in fact. Further, notwithstanding repeated references to the profitability of Genesis, the Memorandum contains no financial statements or other specific information to support the company's assertions respecting the same. As a result, plaintiff was required to simply take defendants' word that the company was indeed profitable and that such profitability would positively impact DAI.

19. By virtue of defendants' glowing representations respecting Genesis' profitability, and notwithstanding general disclaimers in the Memorandum to the contrary, plaintiff was led to believe that investment in the Notes represented an extremely safe and secure vehicle in which to place its funds. In addition, according to the Memorandum itself, although investors were considered "unsecured," in the event of any merger or consolidation (see "***The Proposed***

Merger" below), any acquiring corporation or individual would be required to execute a supplemental trust indenture for the benefit of the Note holders. As a result of the foregoing, plaintiff was given further assurance that the Notes would be repaid.

20. In addition to the foregoing, by virtue of the conversion feature of the Notes (Note holders were permitted to convert debt to common stock equity at $3.50 per share) and the glowing representations regarding profitability, plaintiffs were further ensured of repayment of their investment monies together with substantial profits thereon. In this regard, defendants, either directly or indirectly, represented to plaintiff that it would secure NASDAQ (a higher echelon stock market than the Bulletin Board) within one year and that, as a result, DAI's shares would be highly liquid and, therefore, easily sold. More importantly, based upon the information disseminated by defendants, the DAI's stock was projected to be trading at $6 per share within one (1) year and $17 per share within three (3) years. As result of the foregoing, investment in the Notes was touted as a "can't lose" proposition.

21. Based upon defendants' representations as set forth above and otherwise, plaintiff determined to invest in the Notes. In this regard, in or about late October and early December, 1996, plaintiff purchased a total of 11 units for a total purchase cost of $203,500.

The Cover-up.

22. After the units were sold, the acquisition of Genesis was consummated. By virtue of the foregoing, the owners of Genesis (including defendants Means, the Luckys and Asbury) were paid $12 million cash, $3 million in the form of a carry back note, and approximately 3,000,000 shares of DAI common stock.

23. Shortly after plaintiff purchased the Notes, defendants continued to tout the profitability of its Genesis subsidiary. For example in a December, 1996 press release, defendants claimed that Genesis was "highly profitable" and that, by virtue of the same, no further financing would be necessary for its other subsidiaries. In addition, the company claimed to have an additional 11 hospitals committed for management services in 1997.[3] After the December, 1996 press release referenced above (which information induced plaintiffs additional investment), all DAI press releases referring to future profitability or other matters incorporated a disclaimer stating, in effect, that there existed various risks which made achievement of such future matters uncertain.

24. On or about January 15, 2000, the company refused or otherwise failed to make the semi-annual interest payment. As a result, since that time, a condition of default has existed and the full amount of DAI's debt to plaintiff is now due and owing and demand therefor is hereby made.

The Proposed Merger.

25. As part of the Note indenture, defendant DAI is required to secure from any entity or person that is to acquire "all or substantially all" of the company's assets a supplemental indenture that, in essence, obligates the acquiring entity or person to assume responsibility for repayment of the Notes.

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[3] Although not incorporated into the Memorandum, information regarding the 11 additional hospitals and the fact that financing could now be internally generated was communicated to plaintiff prior to its December Note purchase and, in fact, such information was instrumental in its decision to invest additional funs.

26. In or about August, 2000, DAI entered into negotiations to merge its business into another entity. As part of such merger, the merged entity has proposed to convert plaintiff's Notes into common stock of the surviving entity. DAI and the (proposed) merged entity refuse to acknowledge responsibility for the debt which the Notes represent as part of the financial statements of the new entity. In any event, because of the limited operations of the merging entity, it appears that repayment of the debt, even if recognized, would be dubious at best.

III. CLAIMS FOR RELIEF

First Claim for Relief

(Breach of Contract—DAI)

27. Plaintiff repeats and realleges paragraphs 1 through 26 hereof as if fully set forth hereinagain.

28. The Notes at issue herein constitute a contract for the payment of money by and between plaintiff and defendant DAI. In connection with the aforesaid contract, defendant DAI was and is obligated to pay plaintiff 10% interest per annum on all outstanding principal and to return to plaintiff such principal on or before September 15, 2006. DAI has failed or otherwise refused to make the interest payments required and such failure or refusal constitutes a breach of contract whereby plaintiff is entitled to demand, and plaintiff hereby so demands, repayment of the entire principal now outstanding together with interest thereon at the rate of 10% per annum from the date of default until paid in full.

29. By virtue of defendant DAI's breach of contract as set forth above, plaintiff is additionally entitled to an award of its reasonably incurred attorney's fees pursuant to A.R.S. § 12-341.01.

Second Claim for Relief

(Securities Fraud-all defendants)

30. Plaintiff repeats and realleges paragraphs 1 through 29 hereof as if fully set forth hereinagain.

31. The Notes offered for sale and sold by DAI to plaintiff constitute securities within the meaning of A.R.S. § 44-1801(A)(23). All of the defendants participated, either directly or indirectly, in the offers and sales of securities to plaintiffs at issue here by, among other things, making or causing to be made untrue statements of material fact or omitting to state material facts, in light of the circumstances under which they were made, not misleading. For example, defendants misrepresented: that Genesis was highly profitable and, as a result, investment in the Notes was not risky as would otherwise be the case with a development stage company; that, by virtue of the protective clauses incorporated into the Notes offering, plaintiffs would be protected against loss; that, although disclosed as a risk factor (*i.e.* inability to obtain subsequent financing), Genesis profitability insured that financing needs would be generated internally. In addition, while making affirmative statements regarding profitability, defendants omitted or otherwise failed to disclose pertinent information respecting Genesis' actual results of operations and financial condition.

32. The foregoing misrepresentations and omissions of material fact constitute securities fraud within the meaning of A.R.S. § 44-1991(A)(2) and, by virtue of the same, plaintiffs are entitled to rescind their purchase of Notes and they hereby tender the same pursuant to A.R.S. § 44-2001. In addition, plaintiffs are further entitled to an award of interest on all amounts invested together with its taxable court costs and reasonably attorney's fees.

Third Claim for Relief

(Declaratory Relief--DAI)

33. Plaintiff repeats and realleges paragraphs 1 through 32 hereof as if fully set forth hereinagain.

34. The Notes and trust indenture thereunder purchased by plaintiffs constitute contracts. In connection with such contracts, defendant DAI is obligated to take certain measures to protect Note holders, including plaintiff, by securing a supplemental indenture whereunder any entity or person acquiring all or substantially all of defendants assets must assume responsibility for the debt represented by the Notes. By virtue of a proposed merger whereunder Note holders, including plaintiff, are to be offered only equity participation and not recognition of the outstanding debt, defendant DAI has or is about to breach the terms of the Note and trust indenture thereunder.

35. The protections set forth above are involve an import legal right, status and relations among the parties and they are therefore subject to declaratory adjudication. Specifically, plaintiff is entitle to a declaratory judgment stating its rights *vis a vis* continuance and a creditor to any entity acquiring defendants' assets.

IV. DEMAND FOR RELIEF

WHEREFORE, Plaintiff demands judgment in its favor and against the defendants as set forth herein as follows:

1. For all of plaintiffs' damages proximately caused by or incurred as a result of defendants acts as alleged herein and in an amount to be proven at trial in this matter but in no event less than $203,500;
2. For all pre-judgment and post-judgment interest at the legal rate on all amounts awarded herein;
3. For all of plaintiffs' costs and attorneys' fees incurred herein;
4. For declaratory judgment confirming plaintiff's rights under the Note and trust indenture agreement.
5. For such other and/or further relief as the court deems just and proper in the circumstances.

DATED this 5th day of April, 2001

JOHN R. AUGUSTINE, JR., PC

John R. Augustine, Jr.
The Citadel, Suite 300
2727 North Third Street
Phoenix, Arizona 85004-1106
Attorney for Plaintiff

D:\...\Weatminster\P\Complaint

90067

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Attorneys for Plaintiff
PARRISH MEDLEY

FILED
LOS ANGELES SUPERIOR COURT
APR 21 2006
JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK
BY J. SUNGA, DEPUTY

Case assigned to Judge JOANNE O'DONNELL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PARRISH MEDLEY, an individual, Plaintiff, v. JAN WALLACE, an individual; and DOES 1 through 20, inclusive, Defendants.	CASE NO.: BC351142 COMPLAINT FOR: 1. DEFAMATION PER SE (Libel: private figure-private concern); 2.DEFAMATION PER QUOD (Libel: private figure-private concern) 3. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; and 4. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS.

GENERAL ALLEGATIONS

1. Plaintiff PARRISH MEDLEY, ("Medley" or "Plaintiff") is and was at all relevant times herein a resident of the County of Los Angeles, California and was the Chief Executive Officer of Davi Skin, Inc. fka NW Medical, Inc. ("DAVI") from 2004, until his mutually agreed upon departure from DAVI on March 16, 2006. Since his resignation, MEDLEY has been acting consulting for DAVI.

2. Upon information Davi is a Nevada corporation, whose principal activity develop a grape-based skin care product line.

3. Upon information and belief, Defendant JAN WALLACE ("Wallace" or

CIT/CASE# BC351142 LEA/DEF#:
RECEIPT # CCN28604029
DATE PAID 04/21/06 11:46:37 AM
PAYMENT: $320.00 SEQ
RECEIVED: CASH: 320.00
CHECK:
CHANGE:
BY:

"Defendant") is and was at all relevant times herein, a resident of Paradise Valley, Arizona.

4. Upon information and belief, WALLACE was a Director, President and Chief Executive Officer of MW Medical, Inc. ("MWMD") from December 1997 through her resignation October 1, 1998, and was then re-appointed on July 9, 1999 until the time of her resignation.

5. Upon information and belief, on March 15, 2003, MWMD executed a Promissory Note in favor of WALLACE for the principal sum of two-hundred forty eight thousand, three hundred and twenty five U.S. dollars ($248,325.00) (the "Note"). The principal plus 10% interest per annum was to become due June 15, 2003.

6. Upon information and belief, in June of 2004, for valuable consideration, WALLACE executed a notice of Partial Cancellation, electing to cancel a portion of the Note, leaving a balance owing of $200,000.00 plus any interest accrued from the date of issuance.

7. Upon information and belief, concurrent with the Notice of Partial Cancellation set forth in Paragraph 6 above, WALLACE executed a Loan Extension, agreeing to extend the maturity date of the $200,000 loan to December 31, 2005.

8. Upon information and belief, on or about September 26, 2005, WALLACE executed an Assignment of Promissory Note ("Assignment") assigning, conveying and transferring all of her rights in the Note to the individual(s) identified in Schedule A ("Assignee") for valid consideration.

9. Upon information and belief, on March 24, 2006, in anticipation of the 2005 year end audit, DAVI, in conjunction with the accounting firm of Child, Van Wagner & Bradshaw PLLC, contacted WALLACE regarding the outstanding Note, because, as of that time, DAVI had not yet recorded the Assignment.

10. Upon information and belief, WALLACE wrote the following statement, by hand, on the March 24, 2006 letter from Davi: "I state clearly, in the 2 and half years I have known Parish [sic], I find him to be a liar, a cheat, self-serving and of low moral character." (See Exhibit "A").

11. Upon information and belief, on April 13, 2006, at approximately 5:10 p.m., WALLACE transmitted, via facsimile, the March 24, 2006 letter, containing her hand written statement that, "in the 2 and half years I have known Parish [sic], I find him to be a liar, a cheat, self-

serving and of low moral character," to Child, Van Wagner & Bradshaw & Company. Upon information and belief, WALLACE requested that Child, Van Wagner & Bradshaw & Company share her comments with DAVI management.

12. Upon information and belief, Child, Van Wagner & Bradshaw & Company then telephoned and faxed DAVI's Chief Financial Officer, Margaret Robley, and DAVI's Bookkeeper, Staci Robley, and relayed WALLACE'S handwritten notes wherein she stated: " I state clearly, in the 2 and half years I have known Parish [sic], I find him to be a liar, a cheat, self-serving and of low moral character."

13. Upon information and belief, Margaret Robley then telephoned MEDLEY to inform him of the statement and faxed him a copy of WALLACE's statement.

FIRST CAUSE OF ACTION

Defamation Per Se

(Libel: private figure-private concern)

14. Plaintiff repeats, realleges and hereby incorporates paragraphs 1 through 13, inclusive above, as if fully set forth herein.

15. Plaintiff is informed and believes, and thereon claims and alleges that defendant harmed Plaintiff by making the following statement: "I state clearly, in the 2 and half years I have known Parish [sic], find him to be a liar, a cheat, self-serving and of low moral character."

16. The statements were made in writing, and transmitted via facsimile, to Davi's Accountant, Child, Van Wagner & Bradshaw & Company, thereby constituting libel.

17. Child, Van Wagner & Bradshaw & Company relayed the defamatory and libelous statements to Davi's current CFO, Margaret Robley, and BookKeeper, Staci Robley, via telephone and by transmitting same in writing.

18. Child, Van Wagner & Bradshaw & Company and Robley reasonably understood that the statements were about Parrish Medley, as the statement specifically identified plaintiff (*i.e.* defamation/libel per se).

19. Child, Van Wagner & Bradshaw & Company and Robley reasonably understood the statements to mean that plaintiff had committed an illegal act, specifically with respect to the Note.

20. Upon information and belief, defendant failed to use reasonable care to determine the truth or falsity of the statement.

21. Plaintiff is entitled to recovery against Defendant as the wrongful conduct was a substantial factor in causing the following actual damages to plaintiff: (a) harm to plaintiff's property, business, trade, profession and occupation; (b) expenses plaintiff has paid as a result of the defamatory statements; (c) harm to plaintiff's reputation and (d) shame, mortification, and hurt feelings.

22. Due to defendant's conduct, Plaintiff has suffered mental distress, mental suffering, and mental anguish, including, but not limited to highly unpleasant mental reactions, embarrassment, anger, and worry.

23. Plaintiff is informed and believes and thereon alleges that such reckless, willful, intentional, outrageous, conduct, acts, errors and omissions were conducted by Defendant with malice, and entitle Plaintiff to punitive and exemplary damages in an mount to be submitted according to proof.

24. That Plaintiff requests and prays for damages, including compensatory, actual, special, general, emotional distress and all other damages in an amount according to proof.

SECOND CAUSE OF ACTION

Defamation Per Quod

(Libel : private figure - private concern)

26. Plaintiff repeats, realleges and hereby incorporates paragraphs 1 through 13 and 15 through 24, inclusive above, as if fully set forth herein.

27. Plaintiff is informed and believes, and thereon claims and alleges that defendant harmed Plaintiff by making the following statement: "I state clearly, in the 2 and half years I have known Parish [sic], find him to be a liar, a cheat, self-serving and of low moral character."

28. The statements were made in writing and transmitted via facsimile to Davi's Accountant, Child, Van Wagner & Bradshaw & Company, thereby constituting libel.

29. Child, Van Wagner & Bradshaw & Company then relayed the libelous statements to Davi's current CFO, Margaret Robley, and Bookkeeper Staci Robley, via telephone and by

transmitting same in writing.

30. Child, Van Wagner & Bradshaw & Company and Robley reasonably understood that the statements were about Plaintiff (*i.e.* defamation/libel per quod).

31. Because of the facts and circumstances known to the listeners and readers of the statements, they tended to injure Plaintiff in his occupation a, expose him to contempt and criticism, and to discourage others from associating or dealing with him in a business capacity.

32. Defendant failed to use reasonable care to determine the truth or falsity of the statement.

33. Plaintiff suffered harm to his property, business, profession, occupation, including money spent as a result of the statements.

34. The statements were a substantial factor in causing Plaintiff's harm.

35. Plaintiff is entitled to recovery against Defendant as the wrongful conduct was a substantial factor in causing the following actual damages to plaintiff: (a) harm to plaintiff's property, business, trade, profession and occupation; (b) expenses plaintiff has paid as a result of the defamatory statements; (c) harm to plaintiff's reputation and (d) shame, mortification, and hurt feelings.

36. Due to defendant's conduct, Plaintiff has suffered mental distress, mental suffering, and mental anguish, including, but not limited to highly unpleasant mental reactions, embarrassment, anger, and worry.

37. Plaintiff is informed and believes and thereon alleges that such reckless, willful, intentional, outrageous, conduct, acts, errors and omissions were conducted by Defendant with malice, and entitle Plaintiff to punitive and exemplary damages in an mount to be submitted according to proof.

38. Plaintiff requests and prays for damages, including compensatory, actual, special, general, emotional distress and all other damages in an amount according to proof.

THIRD CAUSE OF ACTION

(Intentional Infliction of Emotion al Distress)

39. Plaintiff re-alleges the allegations contained in paragraphs 1 through 13, 15

through 24 and 26 through 38, inclusive, and incorporate them by this reference as though set forth in full.

40. Defendant's conduct towards Plaintiff as described herein was outrageous.

41. Defendant intended to cause Plaintiff emotional distress or acted with reckless disregard of the probability that Plaintiff would suffer emotional distress.

42. Plaintiff suffered severe emotional distress.

43. Defendant's conduct as described herein was a substantial factor in causing Plaintiff's severe emotional distress.

44. Plaintiff is informed and believes and thereon alleges that such reckless, willful, intentional, outrageous, conduct, acts, errors and omissions were conducted by Defendant with malice, and entitle Plaintiff to punitive and exemplary damages in an mount to be submitted according to proof.

FOURTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress

45. Plaintiff re-alleges the allegations contained in paragraphs 1 through 13, 15 through 24, 26 through 38 and 42 through 43 inclusive, and incorporate them by this reference as though set forth in full.

46. Defendant was negligent towards Plaintiff as described herein.

47. Defendant owed a duty not to injure or defame Plaintiff and not cause him emotional distress.

48. Defendant breached that duty towards Plaintiff by defaming him and injuring him.

49. Plaintiff suffered serious emotional distress, such distress that an ordinary, reasonable person would be unable to cope with.

50. Defendant's negligence was a substantial factor in causing Plaintiff's serious emotional distress.

51. Due to Defendant's conduct, Plaintiff has suffered mental distress, mental suffering and mental anguish including, but not limited to highly unpleasant mental reactions, embarrassment, anger and worry.

52. Plaintiff prays and requests damages for emotional distress in an amount according to proof.

WHEREFORE, Plaintiff prays for judgment against defendant as follows:

1. For Judgment in favor of Plaintiff in am amount according to proof;

2. For the sum of $1,000,000.00, as compensatory, special, general and other damages;

3. For exemplary/punitive damages (except for the fourth cause of action) in an amount according to proof;

4. If Plaintiff fails to prove any actual damages but proves by clear and convincing evidence that defendant knew the statement was false or had serious doubts about the truth of the statement, then nominal damages are requested based upon the legal presumption of harm to reputation on a per quod cause, and if plaintiff simply proves the necessary elements under a per se cause, then nominal damages are automatic a there is an assumed harm to reputation.

5. For costs of suit herein incurred.

NOVIAN & NOVIAN, LLP
Attorneys At Law

By_____
FARHAD NOVIAN
Attorneys for PLAINTIFF PARRISH MEDLEY

Novian Novian, LLP
Attorneys at Law

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Farhad Novian, Esq.
Novian & Novian, LLP
1801 Century Park East
Suite 1201
Los Angeles, CA 90067
TELEPHONE NO.: 310-553-1222 FAX NO.: 310-553-0222
ATTORNEY FOR (Name): Parrish Medley, an individual

FOR COURT USE ONLY

FILED
LOS ANGELES SUPERIOR COURT
APR 21 2006
JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK
BY J. SUNGA, DEPUTY

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

CASE NAME: Medley vs. Wallace

CIVIL CASE COVER SHEET
[X] 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: BC351142
JUDGE:
DEPT:

Items 1-5 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)
- [X] 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 [X] is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   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 postjudgment judicial supervision
3. Type of remedies sought *(check all that apply)*:
   a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: FOUR
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. ~~*(You may use form CM-015).*~~

Date: April 21, 2006
Farhad Novian, 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 Code, Family Code, 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 will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers

If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 5 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)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

SHORT TITLE: Medley vs. Wallace	CASE NUMBER BC351142

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? [X] YES CLASS ACTION? [ ] YES LIMITED CASE? [ ] YES TIME ESTIMATED FOR TRIAL 5 [ ] HOURS/ [X] 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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	[ ] A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	[ ] A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	[ ] A6070 Asbestos Property Damage	2.
		[ ] A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	[ ] A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	[ ] A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		[ ] A7240 Other Professional Health Care Malpractice	1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	[ ] A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		[ ] A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		[ ] A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
		[ ] A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Non-Personal Injury/Property	Business Tort (07)	[ ] A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	[ ] A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	[X] A6010 Defamation (slander/libel)	1. (2.) 3.
	Fraud (16)	[ ] A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	[ ] A6016 Intellectual Property	2., 3.

SHORT TITLE: Medley vs. Wallace	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)	Professional Negligence (25)	☐ A6017 Legal Malpractice	1., 2., 3.
		☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case	1., 2., 3.
		☐ A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
		☐ A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence)	2., 5.
		☐ A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		☐ A6012 Other Promissory Note/Collections Case	2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud	1., 2., 3., 5.
		☐ A6031 Tortious Interference	1., 2., 3., 5.
		☐ A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure	2., 6.
		☐ A6032 Quiet Title	2., 6.
		☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer	Unlawful Detainer - Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Medley vs. Wallace	CASE NUMBER

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

SHORT TITLE: Medley vs. Wallace	CASE NUMBER

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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
☐1. ☒2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.			1801 Century Park East Suite 2500
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 Los Angeles Superior Court courthouse in the Central District of the Los Angeles Superior Court (Code of Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: April 21, 2006

(SIGNATURE OF ATTORNEY/FILING PARTY)
Farhad Novian, Esq.

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form CIV 109, 03-04 (use latest revision)
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.