

**Supplemental Information Disclosure
to Report Other Events**

Mike Lindell Media Corp.
1550 Audubon Rd.
Chaska, MN 55318
www.fsbn.com

Mike Lindell Media Corp. (the “Company”) is providing this Supplemental Information Disclosure pursuant to the OTC Markets Disclosure Guidelines. On November 18, 2025, the Company became aware that Fisher Capital, LLC (“Fisher”) filed a complaint in the Superior Court of California naming the Company and Michael Lindell, the Company’s Chief Executive Officer and Chairman, individually (the “Complaint”), as defendants. The Complaint alleges claims for breach of contract, quasi-contract, a statutory claim under California Business & Professions Code § 17200, and related causes of action, based upon an alleged advertising and sponsorship agreement. Fisher is seeking monetary damages of \$1,000,000, plus exemplary damages. A copy of the Complaint is attached hereto as Exhibit A.

The Company denies the allegations, believes the claims are without merit, and intends to vigorously defend against the lawsuit. The Company does not believe this litigation will have a material adverse effect on its operations or financial condition. The matter is in its early stages, and no court has made any findings of fact or rulings on the merits.

CERTIFICATION:

I, Michael Lindell, certify that:

1. I have reviewed the Supplemental Information Disclosure statement for Mike Lindell Media Corp. and
2. Based on my knowledge, this Supplemental Information Disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which statements were made, not misleading with respect to the information covered by this disclosure statement.

November 19, 2025

/s/ Michael Lindell

Michael Lindell, Chief Executive Officer and Chairman

Exhibit A

1 Jon A. Atabek, Esq. (SBN 269497)
2 (*jatabek@atabekandco.com*)
3 Rachel J. Zacuto, Esq. (SBN 349488)
4 (*rzacuto@atabekandco.com*)

ATABEK & CO.
250 Newport Center Drive, Suite 306
Newport Beach, CA 92660
Telephone: (949) 229-0953
Facsimile: (213) 402-3413

7 Attorneys for Plaintiff
8 FISHER CAPITAL LLC,

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/27/2025 11:52 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

10 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,**
11 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

12 FISHER CAPITAL LLC, a Wyoming limited
13 liability company,

14 Plaintiff,

15 v.

16
17 MIKE LINDELL MEDIA CORP., a Wyoming
18 corporation; MIKE LINDELL, an individual; and
19 DOES 1-10 inclusive,

20 Defendants.

Case No.: **25STCV31279**

COMPLAINT FOR DAMAGES FOR:

1. BREACH OF CONTRACT;
2. BREACH OF CONTRACT (REPUDIATION);
3. BREACH OF THE IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING;
4. QUASI CONTRACT/UNJUST ENRICHMENT;
5. FRAUD;
6. VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200.

JURY TRIAL DEMANDED

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30 COMES NOW Plaintiff FISHER CAPITAL LLC (“Fisher Capital” or “Plaintiff”), by and
31 through its counsel of record, respectfully submits this Complaint against Defendants MIKE
32 LINDELL MEDIA CORP. (“MLMC”), MIKE LINDELL (“Lindell”), and DOES 1-10, inclusive
33 (collectively, “Defendants”), and alleges as follows:



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I. THE PARTIES

1. Plaintiff Fisher Capital is a Wyoming limited liability company with its principal business in Los Angeles County, California.

2. Defendant Lindell is an individual residing in Chaska, Minnesota.

3. Defendant MLMC is a Wyoming corporation, with its principal place of business located in Chaska, Minesota, according to public securities filings. MLMC is a publicly traded company.

4. Plaintiff is unaware of the true names and capacities of those defendants sued herein as DOE defendants. Plaintiff will amend this Complaint to allege said defendants' true names and capacities when that information becomes known to them. Plaintiff is informed and believes, and thereon allege, that these DOE defendants are legally responsible and liable for the incident, injuries and damages hereinafter set forth, and that each of said defendants legally and approximately caused the injuries and damages by reason of negligent, careless, deliberately indifferent, intentional willful or wanton misconduct, including the misconduct in creating and otherwise causing the incidents, conditions and circumstances hereinafter set forth, by reason of direct or imputed negligence or vicarious fault or breach of duty arising out of the matters herein alleged. Plaintiff will seek leave to amend this Complaint to set forth said true names and identities of the DOE defendants when they are ascertained.

5. Except as otherwise stated below, Plaintiff is informed and believes, and thereon alleges, that, at all times herein mentioned, each of the defendants was the agent and/or employee and/or co-conspirator of each of the remaining defendants, and in doing the things hereinafter alleged, was acting within the scope of such agency, employment and/or conspiracy and with the permission and consent of the other co-defendants. The acts of each of the Defendants, its officers and employees, were adopted by and ratified by the remaining Defendants. Each of Defendant either encouraged, assisted, ratified and/or with deliberate indifference failed to prevent any of the acts complained of herein.

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II. JURISDICTION AND VENUE

6. Jurisdiction is proper in this Court because the contract from which this action arises was entered into and was to be performed upon in California, MLMC's principal place of business is in San Diego, California, and Defendants have otherwise purposefully availed themselves of the jurisdiction of this Court, and the amount of the claim exceeds the jurisdictional minimums of this Court.

7. Venue is proper in this Court because MLMC's principal place of business is in San Diego, California, none of the natural Defendants reside in the State of California, Plaintiff resides in the County of Los Angeles, and because the contract at issue was entered into and was to be performed upon in the County of Los Angeles, California.

///

III. GENERAL FACTUAL BACKGROUND

8. Plaintiff is a broker of precious metals.

9. Many of Plaintiff's clients are politically conservative.

10. MLMC purports to be "a major broadcast platform founded by Mike Lindell in April 2021 to provide a superior First-Amendment-friendly alternative to highly censored Big Tech options."

11. MLMC markets itself to potential sponsors and advertising partners, and with respect to Plaintiff did in fact market itself as a platform with a strong following of conservative viewers.

12. Indeed, in an email sent on February 5, 2025, through an intermediary agent named Frank Capaletti, MLMC represented to Plaintiff that if Plaintiff paid MLMC to be MLMC's exclusive precious metals sponsor, that MLMC would guaranty Plaintiff 28,000,000 unique impressions per month through MLMC's platform.

13. After some negotiation, on or about February 13, 2025, the parties entered into a written agreement memorialized in that document titled "Lindell TV advertising Template," transmitted by MLMC to Plaintiff, and executed by Plaintiff's CEO (the "Agreement"). The Agreement obligated MLMC to the following:

- a. Weekly sponsored interviews with Mike Lindell (4 per month);
- b. 2 sponsored interviews/month with Rudy Giuliani;
- c. Clickable Fisher featured banner column on LindellTV.com;
- d. MyPillow style recorded commercial with Mike Lindell;
- e. 12 commercials/day (pre-produced by LindellTV or provided by Fisher);
- f. 8 dedicated emails/month (2x/week) to 1.1 Million emails (Open Rate 30%);
- g. 4 social media posts per month on all of Mike Lindell's social media and shared by Rudy Giuliani & Emeral Robinson (over 7 Million subscribers on Facebook, X, Truth Social);
- h. Name and likeness of Mike Lindell;
- i. Rudy Giuliani's interviews on Fisher website;
- j. Clickable Fisher banners on website;
- k. Mypillow email sends.

14. Additionally, with respect to the Conservative Political Action Conference ("CPAC"), MLMC promised to deliver:

- a. Full page on LindellTv flyer with dedicated link on display flyers at booth;
- b. Fisher Gold advertising with dedicated link at CPAC booth;
- c. Dedicated Fisher link on lower third banner for all CPAC coverage;

- 1 d. Dedicated Fisher Gold link on lower third banner during Mike Liondell's CPAC
- 2 speech;
- 3 e. CPAC in-person interview with Mike Lindell at LindellTV booth;
- 4 f. LindellTV will record professional Fisher Gold promotion for advertising (in-person
- 5 with Mike Lindell)

6 15. Finally, the Agreement included "TERMS" that stated:

- 7 a. Full prepayment required;
- 8 b. LindellTV ROI guarantee, publisher will run advertising until ROI is reached;
- 9 c. Renewal or Renegotiations after 90 days to discuss revshare agreements;
- 10 d. Campaign is non-cancellable;
- 11 e. Total Due: \$500,000
- 12 f. \$500,000 due on February 21, 2025.

13 16. A true and correct copy of the Agreement is attached hereto as Exhibit 1.

14 17. The "ROI guarantee" referenced in the Agreement refers to Defendants' oral promise

15 during negotiations that Plaintiff would receive guaranteed net profits of \$1,000,000 from the venture,

16 and that Defendants would continue to advertise for Plaintiff until Plaintiff earned that sum.

17 18. Pursuant to the terms of the Agreement, Plaintiff did, in fact, deliver \$1,000,000 to

18 Defendants.

19 19. However, despite repeated follow up, Defendants failed and refused to perform on the

20 agreed upon terms. For instance, MLMC failed to:

- 21 a. Deliver four recorded interviews with Mike Lindell per month (it only delivered one);
- 22 b. Deliver *any* interviews with Rudy Giuliani;
- 23 c. Run the promised 12 commercials per day;
- 24 d. Send eight dedicated emails per month;
- 25 e. Post four social media posts per month;
- 26 f. Set up the clickable banners;
- 27 g. Send email blasts through MyPillow;
- 28 h. Deliver on the guaranteed return on investment promised by MLMC.

29 20. Rather, during their dealings, MLMC repeatedly purported to put up pretexts for its non-

30 performance, asserting that Plaintiff failed to provide media, availability, deliverables and such. For

31 instance, when asked about the interviews with Rudy Giuliani, MLMC would either reschedule or

32 deflect on whether Fisher would ever get its interview with the former Mayor of New York. However,

33 written correspondence between the parties shows that MLMC's pretextual excuses are provably false.



1 21. Notably, during the course of the parties' dealings, it became exceedingly clear that
2 Defendants had no intention of performing in the first place. Indeed, during their dealings, Lindell began
3 personally soliciting Plaintiff's CEO to pay him additional sums for everything from his personal legal
4 defense relating to his various defamation lawsuits, to lending him money in light of "liquidity" issues.
5 A true and correct copy of the solicitation email from Lindell is attached hereto as **Exhibit 2**.

6 22. Lindell went so far as to send Plaintiff's CEO a copy of a statement for his personal
7 investment portfolio. Indeed, Plaintiff is informed and believes Lindell did this to build confidence to
8 get Plaintiff to send more money to Lindell—money that Lindell had no intention of repaying. A true
9 and correct copy of that investment statement is attached hereto as **Exhibit 3**.

10 23. When Plaintiff would not be suckered into giving Lindell any more money, MLMC
11 eventually turned on Plaintiff. Sensing they could not bilk anymore money out of Plaintiff, and seeing
12 full well that they were not delivering on their promises, MLMC began laying the groundwork to pull
13 the plug on the Agreement.

14 24. On June 3, 2025, MLMC sent a letter to Plaintiff, accusing it of failing to comply with
15 requirements to send sales data to permit MLMC to confirm any potential revenue share owed relating
16 to sales derived from leads sourced by MLMC pursuant to the Agreement. A true and correct copy of
17 that letter is attached hereto as **Exhibit 4**.

18 25. However, as of that date, the leads generated by MLMC were so small as to render any
19 chance of potential revenue from MLMC leads to be nearly nonexistent.

20 26. Indeed, as of that date, Plaintiff had not managed to sell precious metals products to a
21 single lead sourced through MLMC.

22 27. Throughout June, Plaintiff continued to push MLMC to perform on the contract, seeking
23 to schedule their interviews with Mr. Giuliani. However, MLMC repeatedly failed to deliver.

24 28. On July 1, 2025, Lindell sent a text message to Plaintiff's CEO, stating, "I really need
25 you reup (sic) for next 3 months (I have a great plan for us on TV !)".

26 29. On July 2, 2025, MLMC's own producer exchanged text messages with Plaintiff's CEO
27 indicating that she repeatedly attempted to explain to Lindell that he had promised to deliver a minimum
28 ROI and deliverables to Plaintiff that had not yet been met, and was obligated to perform until that ROI
29 was met, but that Lindell "wasn't hearing it," and that if she "push[es] back on him in any way, I will
30 lose my job."

31 30. On July 15, 2025, MLMC sent a second letter, purporting to terminate the Agreement
32 (the "Termination Letter"). A true and correct copy of the Termination Letter is attached hereto as
33 **Exhibit 5**.

- 1 3. For a preliminary and permanent injunction barring Defendants from including unreasonable
- 2 and unlawful forfeiture/liquidated damages provisions in their sponsorship contracts that are
- 3 not reasonably related to any potential actual damages suffered by Defendants in the event of a
- 4 cancellation;

5 **On the Sixth Cause of Action**

- 6 1. For an order of rescission of the Agreement directing the return of Plaintiff's deposit of
- 7 \$1,000,000 and declaring the Agreement void *ab initio*;
- 8 2. In the alternative, for damages in the amount of at least \$1,000,000, plus resulting damages
- 9 according to proof at trial;
- 10 3. For prejudgment interest at the legal rate of 10% from the date of the filing of action;
- 11 4. For exemplary damages according to proof at trial;

12 **On All Causes of Action**

- 13 1. For Plaintiff's recoverable costs of litigation;
- 14 2. For any other relief the Court deems appropriate.

16 Respectfully Submitted,
17 **ATABEK & CO.**

19 Dated: October 27, 2025

By: /s/ Jon Atabek
Jon A. Atabek, Esq.
Rachel J. Zacuto, Esq.
Attorneys for Plaintiff
FISHER CAPITAL LLC



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JURY DEMAND

Plaintiff hereby demands a trial by jury on all claims triable to a jury.

ATABEK & CO.

Dated: October 27, 2025

By: /s/ Jon Atabek

Jon A. Atabek, Esq.
Rachel J. Zacuto, Esq.
Attorneys for Plaintiff
FISHER CAPITAL LLC



EXHIBIT 1

Lindell TV advertising Template

Header 3, 4, 5, 6



Lindell TV || Fisher gold

LindellTV deliverables:

- weekly Sponsored interviews with Mike Lindell (4 per month)
- 2 Sponsored interviews/ month with Rudy Giuliani
- clickable Fisher Featured banner column on LindellTV.com
- Myillow style recorded commercial with mike lindell
- 12 commercials/ day (pre-produced by lindelltv or provided by fisher)
- 8 dedicated emails/month (2x/week) to 1.1 Million emails (Open Rate 30%)
- 4 social media posts per month on all of mike lindell's social media and shared by Rudy Giuliani & Emerald Robinson (over 7 Million subscribers on Facebook X Truth Or Dare)
- Name and Likeness of Mike Lindell
- Rudy giuliani's interviews on fisher website
- Clickable fisher Banners on website
- myillow email sends

Cpac advertising:

- Full page on lindelltv flyer with dedicated link on display flyers at booth
- fisher gold advertising with dedicated link at cpac booth
- dedicated fisher link on lower third banner for all cpac coverage
- dedicated fisher gold link on lower third banner during mike Lindell's cpac speech
- cpac in person interview with mike lindell at lindelltv booth
- lindelltv will record professional fisher gold promotion for advertising (in person with mike lindell)

TERMS:

- Full pre payment required
- LindellTV roi guarantee, publisher will run advertising until roi is reached
- renewal or Renegotiations after 90 days to discuss revshare agreements
- Campaign is non cancellable
- TOTAL DUE: \$500,000**
- \$500,000 Next week February 21st

Name on Account

Cham Bridge Bank, N A

Bank Address:

1445 A Laughlin Avenue, Mclean, VA 22101

Routing:

056009479

Account Number

2100166418

LindellTV Address: 1550 Audubon Rd, Chaska, MN 55318

Chaska MN 55318

Alexander Spellane
 Founder & CEO
 Alexander S 2/13/25

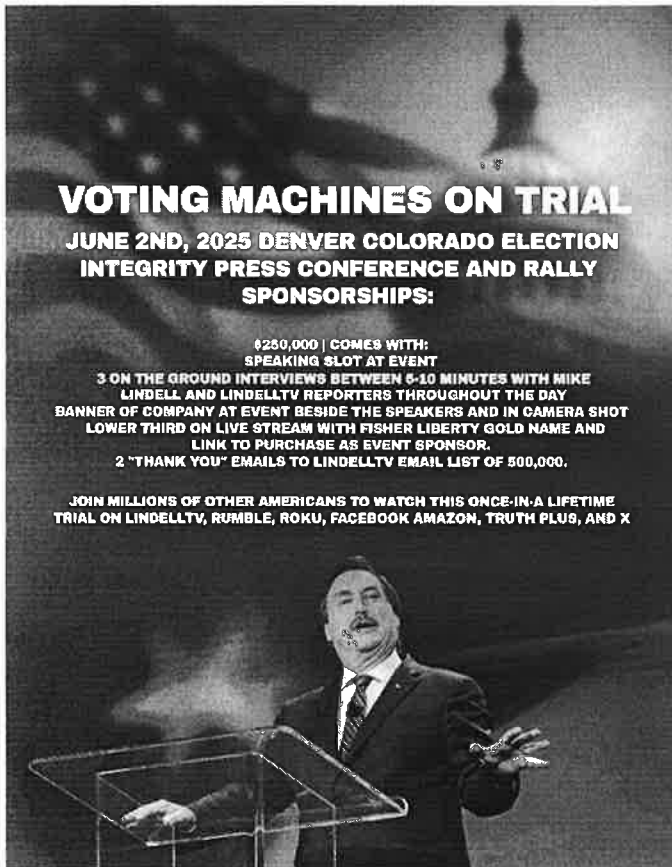
EXHIBIT 2

← Voting Machines ON TRIAL Proposal

Hi Alexander!

I have attached the sponsorship proposal for the Voting Machines on Trial Event on June 2nd. This also **comes with a security detail** at the event. Although we aren't expecting too much trouble (outside of the usual protestors) – The security detail is to ensure the safety of all of our speakers and attendees.

OPTION 1: EVENT SPONSORSHIP:



\$250,000-

Voting Machines ON TRIAL

June 2nd, 2025 Denver Colorado Election Integrity Press Conference and Rally

Comes With:

- Speaking Slot at event
- 3 on the ground interviews between 5-10 minutes with Mike Lindell and LindellTV Reporters throughout the day
- Banner of Company At Event beside the speakers and In Camera Shot
- Lower Third on live stream with Fisher Liberty Gold name and Link to purchase as Event Sponsor.
- 2 "Thank you" Emails to LindellTV Email List of 500,000.

← Voting Machines ON TRIAL Proposal

~~Extend the LindellTV Campaign for 90 days at a bulk discounted rate of \$600,000~~

Comes With:

All Listed Above (Event sponsorship, emails, interviews, speaker slot)

AND -

Extension of The LindellTV Campaign for 90 ADDITIONAL days (after initial ROI for current campaign is reached) at a bulk discounted rate of **\$600,000 Prepaid**.

Due to the delays of assets for the Fisher Gold / LindellTV Campaign, Mr. Lindell would like to discuss another prepaid campaign extension for 90 days. LindellTV would use this funding to expand and plan more in person events, and buy more outside advertising (Facebook & Rumble ads) to grow the network's viewership.

This is a win-win for Fisher Gold and LindellTV, as we grow our audience and remain in exclusivity with Fisher Liberty Gold, that we can grow both viewership and Fisher's clientele.



TEXT METALS TO 26786 AND GET PRESIDENTIAL GOLD GUIDE

EXHIBIT 3

ENVB CBBRHZDRBBCKGV_BBBB
CERBERUS INVESTMENT SERVICES, INC.
80 WALL STREET
SUITE 2200
NEW YORK, NY 10004

TO: 00 00100 87274 000 000000
MICHAEL J. LINDELL
1550 AUDUBON RD.
CHASKA, MN 55318



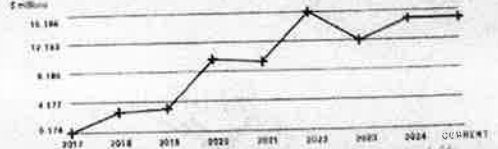
STATEMENT FOR THE PERIOD JANUARY 1, 2025 TO JANUARY 31, 2025

MICHAEL J. LINDELL - Individual
Account Number: FT4-002748

BEGINNING VALUE OF YOUR PORTFOLIO	\$15,068,075.12
TOTAL VALUE OF YOUR PORTFOLIO	\$15,068,075.12

YOUR FINANCIAL PROFESSIONAL IS
PATRICK ALLEN
RFR: WA
For questions about your accounts
Call: 212 412 8066

CHANGE IN VALUE OF YOUR PORTFOLIO
\$ millions



Change in Value of Your Portfolio information can be found in "Mutual Funds" section at the end of this document.
Account covered with National Financial Services LLC, Member
NYSE, SIPC.

EXHIBIT 4

Mike Lindell Media, Corp.

1550 Audubon Rd, Chaska, MN 55318



Mike Lindell Media, Corp.

June 3, 2025

Fisher Capital

2121 Avenue of the Stars, Suite 800

Century City, CA 90067

Subject: Request for Detailed Sales Metrics to Verify ROI under Advertising Contract

Dear Mr. Spellane,

As the Chief Financial Officer of Mike Lindell Media, Corp., a publicly traded company, I am writing to address an important matter regarding your 90-day advertising contract with us, which includes a guaranteed return on investment (ROI) provision. To support your budgetary needs, we provided a significant discount, setting the contract at \$1,000,000, reflecting our commitment to fostering your business's success. However, to date, we have not received the detailed sales metrics necessary to evaluate whether the agreed-upon ROI has been achieved.

Under the terms of our contract, you are obligated to provide comprehensive sales data to verify the performance of the advertising campaign. This information is critical for us to assess whether the ROI guarantee has been met or if further action is required to fulfill our obligations. Without this data, we are unable to confirm the status of your contract.

Additionally, it has come to our attention that your business may be leveraging Mike Lindell's name and likeness to secure sales through channels outside the scope of our

Mike Lindell Media, Corp.

1550 Audubon Rd, Chaska, MN 55318

agreement. While we encourage the success of your business, any use of our brand must align with the terms of our contract and be supported by transparent reporting of sales metrics.

As a public company, we are accountable to our shareholders and regulatory requirements, which demand strict adherence to transparency and performance tracking. Therefore, we respectfully request that you provide a detailed report of all sales generated during the contract period, including revenue figures and any relevant data tied to the use of our advertising services, no later than June 6, 2025.

Failure to provide this information by the specified deadline will leave us no choice but to consider your contract satisfied, as we cannot continue to allocate resources to your campaign without verifiable data. Should you have any questions or require clarification on the format or scope of the requested metrics, please contact me directly at ean@lindelltv.com.

We value our partnership and look forward to your prompt response to ensure compliance with our agreement and to support the continued success of your campaign.

Sincerely,

A handwritten signature in black ink, appearing to read "Ean Martin", with a stylized flourish extending to the right.

Ean Martin

Chief Financial Officer

Mike Lindell Media, Corp.

EXHIBIT 5

Mike Lindell Media, Corp.

1550 Audubon Rd, Chaska, MN 55318



Mike Lindell Media, Corp.

July 15, 2025

Fisher Capital

2121 Avenue of the Stars, Suite 800

Century City, CA 90067

Dear Mr. Spellane,

As the Chief Financial Officer of Mike Lindell Media, Corp., a publicly traded company, I am again writing to address an important matter regarding your 90-day advertising contract with us. To reiterate our previous correspondence, LindellTV supported your budgetary needs by providing a significant discount, setting the contract at \$1,000,000, reflecting our commitment to fostering your business's success. On June 4th, four months after the start of your contract, we received your provided metrics.

The value of the contract is not only the lead generation, but additionally the media exposure, name, and likenesses of Mike Lindell, as well as special events such as CPAC. As previously mentioned, any use of our brand must align with the terms of our contract and be supported by transparent reporting of sales metrics which includes the value of using Mike Lindell's name and likeness. As a public company, we are accountable to our board of directors, shareholders and regulatory requirements, which demand strict adherence to transparency, punctuality, and performance tracking.

Upon signing this agreement, LindellTV was led to believe that Fisher Capital would use the name and likeness of Mike Lindell to purchase advertising outside of LindellTV (Rumble ads, radio ads, etc.) and that after 90 days, discussions would commence regarding a

Mike Lindell Media, Corp.

1550 Audubon Rd, Chaska, MN 55318

commission/rev share agreement based on that. Mike Lindell generates millions of dollars a year in sales for other companies who utilize his name and likeness and purchase advertising. We did not foresee the 1-million-dollar ROI agreement to be an issue in anyway, had Fisher Capital been upholding their end of the inferred agreement and purchasing advertising with Mike Lindell's name and likeness. Instead, Fisher Capital has purchased no outside advertising, leaving LindellTV to bear the entire burden of the agreement and 1-million-dollar ROI. This is not realistic, nor would we ever have agreed to it.

Therefore, we respectfully want to inform you this contract will be considered satisfied in full on August 21st, 2025. In this remaining time, LindellTV will continue to make a full advertising push on behalf of Fisher Capital including but not limited to, live reads and email marketing. We value our partnership and look forward to your prompt response to ensure compliance with our agreement and to support the success of your final campaign.

Sincerely,

A handwritten signature in black ink, appearing to read "Ean Martin", with a stylized, cursive script.

Ean Martin

Chief Financial Officer

Mike Lindell Media, Corp.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Jon A. Atabek, Esq. (SBN 269497) | Rachel J. Zacuto, Esq. (SBN 349488)
ATABEK & CO. 250 Newport Center Drive, Suite 306, Newport Beach, CA 92660
TELEPHONE NO.: (949) 229-0953 FAX NO.: (213) 402-3413
EMAIL ADDRESS: jatabek@atabekandco.com | rzacuto@atabekandco.com
ATTORNEY FOR (Name): FISHER CAPITAL LLC

FOR COURT USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/27/2025 11:52 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk

CASE NAME:
FISHER CAPITAL LLC v. MIKE LINDELL MEDIA CORP.

CASE NUMBER:
25STCV31279

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$35,000) **Limited** (Amount demanded is \$35,000 or less)
Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

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

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Auto (22)	<input checked="" type="checkbox"/> Breach of contract/warranty (06)	<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Rule 3.740 collections (09)	<input type="checkbox"/> Construction defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	<input type="checkbox"/> Other collections (09)	<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Asbestos (04)	<input type="checkbox"/> Insurance coverage (18)	<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Medical malpractice (45)	Real Property	<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14)	Enforcement of Judgment
Non-PI/PD/WD (Other) Tort	<input type="checkbox"/> Wrongful eviction (33)	<input type="checkbox"/> Enforcement of judgment (20)
<input type="checkbox"/> Business tort/unfair business practice (07)	<input type="checkbox"/> Other real property (26)	Miscellaneous Civil Complaint
<input type="checkbox"/> Civil rights (08)	Unlawful Detainer	<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Commercial (31)	<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> Residential (32)	Miscellaneous Civil Petition
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Drugs (38)	<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Professional negligence (25)	Judicial Review	<input type="checkbox"/> Other petition (not specified above) (43)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Asset forfeiture (05)	
Employment	<input type="checkbox"/> Petition re: arbitration award (11)	
<input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Writ of mandate (02)	
<input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Other judicial review (39)	

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties
 - 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. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify):
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: 10/27/2025

Jon A. Atabek
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

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 Rules 3.400–3.403)

- 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

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Other Personal Injury/ Property Damage/ Wrongful Death		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
<input type="checkbox"/> 4502 Other Professional Health Care Malpractice		1, 4	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input checked="" type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
	<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6	
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11.
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
<input type="checkbox"/> 3902 Administrative Hearing		2, 8	
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> 4307 Other Civil Petition	2, 9		

SHORT TITLE
FISHER CAPITAL LLC v. MIKE LINDELL MEDIA CORP

CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11		ADDRESS: 2121 Avenue of the Stars, Suite 800 Century City, CA 90067
CITY: Century City	STATE: CA	ZIP CODE: 90067

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 10/27/2025

Jon A. Atabek
(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 Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
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.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.
CROSS-COMPLAINANTS MUST SERVE THIS ADR INFORMATION PACKAGE ON ANY NEW PARTIES NAMED TO THE ACTION WITH THE CROSS-COMPLAINT.**

WHAT IS ADR?

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

TYPES OF ADR

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

ADVANTAGES OF ADR

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

DISADVANTAGES OF ADR

- **Costs.** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial.** ADR does not provide a public trial or decision by a judge or jury.

WEBSITE RESOURCES FOR ADR

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between \$50,000-\$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*

RESOURCE LIST DISCLAIMER: The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.

- **Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*
- **Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*
- **Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit <https://resolvelawla.com>.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial officer who does not make a decision, but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For more information, visit <https://www.lacourt.org/division/civil/C10047.aspx>.

Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit <https://my.lacourt.org/odr>.*
- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit <https://dcha.lacounty.gov/countywidedrp>.*
- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small>
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 10/27/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>Y. Ayala</u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 25STCV31279

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Holly J. Fujie	56					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
on 10/27/2025 (Date) By Y. Ayala Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

*Provisionally Complex Cases

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.