

Index of Exhibits

Ex. A: Complaint

Ex. A

13 OCT 18 AM 10:53

CLERK OF SUPERIOR COURT
SAN DIEGO COUNTY, CA

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OCT 18 '13 AM 10:41

6 Attorneys for Plaintiff
7 MORRIS CERULLO WORLD EVANGELISM, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO - CENTRAL DIVISION**

11 MORRIS CERULLO WORLD
12 EVANGELISM, INC., a California
13 corporation,

13 Plaintiff,

14 vs.

15 WORLD RELIGIOUS RELIEF, Inc. (d.b.a.
16 "WORD NETWORK"), a Michigan
17 corporation; and DOES 1 through 25,
18 inclusive,

18 Defendants.

CASE NO.: 37-2013-00072031-CU-SC-CTL

COMPLAINT FOR:

- (1) Breach of Contract;
- (2) Deceit
- (3) Negligent Misrepresentation;
- (4) Conversion
- (5) Common Counts

Judge:
Filed:
Trial:

21 Plaintiff, MORRIS CERULLO WORLD EVANGELISM, INC. alleges as follows:

22 **GENERAL ALLEGATIONS**

23 1. Plaintiff, MORRIS CERULLO WORLD EVANGELISM, INC. ("MCWE" or
24 "Plaintiff") is, and at all times relevant to this Complaint was, a California corporation, duly
25 organized and existing under and by virtue of the laws of the State of California and doing
26 business lawfully in San Diego County, California. Part of MCWE's business involves the
27 broadcast of religious programming over various media outlets.

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COPY

BY FAX

1 2. Plaintiff is informed and believes, and based thereon alleges, that Defendant.
2 WORD RELIGIOUS RELIEF, INC., d.b.a. "WORD NETWORK" ("WORD") is, and at all
3 times relevant to this Complaint was, a Michigan corporation doing business lawfully in
4 Southfield, Michigan. Plaintiff is further informed and believes that WORD's business involves
5 broadcasting television programming prepared by third parties over a network of cable and
6 satellite television providers.

7 3. Plaintiff is informed and believes, and based thereon alleges, that WORD has
8 maintained and continues to maintain "minimum contacts" with the State of California which are
9 sufficient for this Court to exercise jurisdiction over WORD under CCP § 410.10, by regularly
10 soliciting business from and contracting with residents of the State of California, including
11 Plaintiff, for the broadcast and/or receipt of programming over WORD's cable network.

12 4. Plaintiff is ignorant of the true names and capacities of the defendants sued herein
13 as DOES 1 through 25, inclusive, and therefore sues these defendants by fictitious names.
14 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
15 Plaintiff is informed and believes, and based thereon alleges, that each of the fictitiously named
16 defendants is responsible in some manner for the acts or omissions alleged in this complaint, and
17 that Plaintiff's injuries and damages were proximately caused by the acts or omissions of these
18 defendants.

19 5. Plaintiff is informed and believes, and on that basis alleges, that at all times
20 relevant to this Complaint, each of the Defendants herein were the employer, employee,
21 contractor, principal, partner, agent, member, subsidiary, affiliate, joint venturer or alter ego of
22 each of the other defendants, and at all times herein mentioned were acting within the course and
23 scope of such agency, employment, joint venture, alter ego relationship or partnership, with the
24 full authority and knowledge of each of the other defendants. Plaintiff further alleges that each
25 of the defendants have adopted or ratified the acts, conduct, omissions or commissions of the
26 other defendants set forth herein.

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1 VENUE

2 6. Plaintiff certifies that San Diego County is the proper venue for filing this lawsuit,
3 as Plaintiff has its principal place of business or residence within the County of San Diego,
4 California. Moreover, the agreements that are the subject of this dispute were entered into and/or
5 to be performed within the jurisdiction of the courts of San Diego County, State of California.

6 FACTUAL ALLEGATIONS

7 7. In or about 2011, MCWE and WORD were involved in a contractual relationship
8 wherein, MCWE broadcast pre-recorded programming over WORD's network in exchange for
9 payment by MCWE to WORD.

10 8. In 2011, MCWE and WORD encountered a disagreement wherein WORD
11 claimed that monies remained due for broadcasting MCWE's programming. ("2011 Dispute").
12 After exchanging numerous correspondence, including detailed correspondence that outlined
13 justifications for MCWE's conclusion that no additional sum was owed, WORD failed to
14 respond to this itemization of events.

15 9. Based on WORD'S silence MCWE believed the 2011 Dispute had been resolved
16 or abandoned by WORD.

17 10. Beginning in the Spring of 2013, MCWE's agent THE CERULLO GROUP, INC.
18 ("TCG"), began negotiating a new contract with WORD's agent and media broker Word Media,
19 Inc. ("Media") for future television broadcasts.

20 11. At no time during these negotiations did WORD or Media claim that the 2011
21 Dispute was outstanding or otherwise unresolved. Instead, when TCG specifically asked Media
22 about the standing of MCWE'S account, the general manager of Media reassured TCG that
23 MCWE was in "good standing."

24 12. Based on this representation, Media and TCG actively negotiated MCWE's future
25 purchases of airtime from WORD without precondition.

26 13. MCWE is now informed and believes and thereon alleges that during the
27 negotiations in Spring 2013, and at the time of the execution of the resulting 2013 Broadcast
28 Agreement, WORD did not intend to broadcast any additional programming that may be

1 purchased by MCWE. and instead intended to use the false promise of future broadcasts as a
2 means to obtain additional monies from MCWE.

3 14. On or about May 22, 2013, MCWE's agent TCG entered into a written contract
4 with Media, calling for WORD to engage in one (1) year of broadcasts occurring five (5) times
5 per week, at a cost of \$2,000 per broadcast. ("2013 Broadcast Agreement") The 2013 Broadcast
6 Agreement required that MCWE prepay its broadcast fees fourteen (14) days in advance of the
7 first program airing. A true and correct copy of the 2013 Broadcast Agreement between Media
8 and MCWE's agent TCG is attached hereto as Exhibit "1" and incorporated herein by this
9 reference.

10 15. In furtherance of the 2013 Broadcast Agreement, MCWE paid \$17,000 to WORD
11 through Media, and provided WORD with MCWE's "Victory Today" program strip for airing on
12 the agreed scheduled starting in June 2013. Additionally MCWE invested thousands of dollars
13 to advertise the upcoming program broadcast on WORD's network.

14 16. As soon as MCWE had paid the \$17,000 prepayment, WORD informed MCWE
15 that the \$17,000 prepayment would not be credited toward the 2013 Broadcast Agreement.
16 Instead WORD indicated for the first time that it intended to apply the \$17,000 payment to the
17 previously waived 2011 Dispute. As a result, WORK indicated that no programming would be
18 aired unless MCWE paid the full amount of the 2011 Dispute balance as well as the \$17,000
19 advance required by the 2013 Broadcast Agreement.

20 17. Plaintiff is informed and believes and thereon alleges that at all times relevant
21 hereto WORD knew that MCWE's raises funds for its operations through donations solicited on
22 its television programming and that donations from prior campaigns on WORD's network
23 totaling in the multiple hundreds of thousands of dollars. WORD was also aware that the
24 processing of donations through television programming requires that MCWE incur expenses to
25 market upcoming airings, and to staff and operate call centers during the airing of its television
26 programs.

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1 market upcoming airings, and to staff and operate call centers during the airing of its television
2 programs.

3 25. Plaintiff is informed and believes, and based thereon alleges, that WORD
4 breached the 2013 Broadcast Agreement by failing to broadcast the "Victory Today"
5 programming on the agreed date and time specified in the 2013 Broadcast Agreement.

6 26. Plaintiff has performed all of its obligations under the 2013 Broadcast Agreement,
7 except for those obligations from which it was excused, if any.

8 27. As a direct and proximate result of WORD'S breach of the 2013 Broadcast
9 Agreement, Plaintiff has been damaged in an amount in excess of the minimum jurisdiction of
10 this Court according to proof at trial, plus interest on that amount at the maximum legal rate,
11 calculated from the date the payments were due, plus attorney's fees and costs.

12 **SECOND CAUSE OF ACTION**

13 **(Deceit)**

14 **(Against WORD and DOES 1 to 25)**

15 28. Plaintiff incorporates by reference paragraphs 1 through 27, inclusive, of this
16 Complaint, as fully set forth herein.

17 29. On or about May 22, 2013, MCWE's agent TCG entered into a written contract
18 with WORD, calling for one (1) year of broadcasts occurring five (5) times per week on
19 WORD's network, at a cost of \$2,000 per broadcast. ("2013 Broadcast Agreement"). The 2013
20 Broadcast Agreement required that MCWE prepay its broadcast fees fourteen (14) days in
21 advance of the first program airing. A true and correct copy of the 2013 Broadcast Agreement
22 between WORD and MCWE's agent TCG is attached hereto as Exhibit "1" and incorporated
23 herein by this reference.

24 30. WORD'S agreement to broadcast MCWE's programming was material to the
25 transaction.

26 31. MCWE is now informed and believes and thereon alleges that during the
27 negotiations in Spring 2013, and at the time of the execution of the resulting 2013 Broadcast
28 Agreement, WORD did not intend to broadcast additional programming for MCWE, and instead

1 intended to use the false promise of future broadcasts as a means to obtain additional monies
2 from MCWE.

3 32. WORD intended for MCWE to rely on its promise of future broadcasts.

4 33. MCWE reasonably relied on the promises of WORD to broadcast MCWE's
5 programming on the agreed schedule in exchange for the agreed fee. MCWE's reliance on the
6 promises of WORD to broadcast MCWE's programming on the agreed schedule was a
7 substantial factor in causing MCWE harm, as alleged herein.

8 34. Plaintiff is informed and believes, and based thereon alleges, that WORD failed to
9 broadcast MCWE's programming on the agreed date and time.

10 35. As a direct result of the conduct of WORD, MCWE has been damaged in an
11 amount subject to proof at trial but in excess of the minimum jurisdiction of this Court.

12 36. In doing the acts herein alleged, Defendants acted intentionally, maliciously,
13 oppressively as those terms are defined in California Code of Civil Procedure § 3294, and in a
14 manner designed to injure Plaintiff. As a result, Plaintiff is entitled to punitive damages against
15 Defendants.

16 **THIRD CAUSE OF ACTION**

17 **(Negligent Misrepresentation)**

18 **(Against WORD and DOES 1 to 25)**

19 37. Plaintiff incorporates by reference paragraphs 1 through 35, inclusive, of this
20 Complaint, as fully set forth herein.

21 38. Plaintiff is informed and believes, and based thereon alleges, that by entering into
22 the 2013 Broadcast Agreement, WORD made the representation that WORD would broadcast
23 MCWE's programming in exchange for advanced payment of \$17,000, it would do so. Further,
24 WORD implicitly represented that it would only apply payments from MCWE toward these
25 future broadcasts unless it obtained the express consent of Plaintiff to do otherwise.

26 39. Plaintiff is informed and believes, and based thereon alleges, that at the time that
27 WORD made these representations to Plaintiff they were false.

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1 47. MCWE did not and does not consent to WORD's withholding of the \$17,000
2 while failing to broadcast the agreed programming.

3 48. As a result of WORD's conversion of MCWE's personal property, MCWE has
4 been harmed in an amount subject to proof at trial, and WORD's conduct was a substantial factor
5 in causing MCWE's harm.

6 49. The acts described above constitute "malice, oppression, or fraud" as those terms
7 are defined in California Code of Civil Procedure § 3294. Accordingly, MCWE prays for the
8 award of punitive damages in an amount sufficient to deter WORD from engaging in similar
9 conduct in the future, subject to proof at trial.

10 **FIFTH CAUSE OF ACTION**

11 **(Common Counts / Money Had and Received)**

12 **(Against WORD and DOES 1 to 25)**

13 50. Plaintiff incorporates by reference paragraphs 1 through 49, inclusive, of this
14 Complaint, as fully set forth herein.

15 51. WORD has received \$17,000 from MCWE that was intended as a prepayment to
16 be used for the benefit of MCWE, specifically for the purpose of procuring the broadcast of
17 certain programming on WORD's television network on a specified schedule.

18 52. The money, paid by MCWE was not used for the benefit of MCWE where the
19 programming has not been broadcast by WORD as agreed.

20 53. Despite demands by MCWE for the broadcast of its programming and return of
21 its \$17,000, WORD has not broadcast the agreed programming or returned the monies paid by
22 MCWE to obtain that broadcast.

23 54. As a result of WORD's conversion of MCWE's personal property, MCWE has
24 been harmed in an amount subject to proof at trial.

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PRAYER

WHEREFORE. Plaintiff prays for judgment against Defendants. and each of them, as follows:

- A. For money damages sufficient to compensate Plaintiff for the harm resulting from the Defendant's conduct, with the exact amount, plus interest thereon, to be proven at trial;
- B. For punitive damages;
- C. For prejudgment interest at the legal rate according to proof;
- D. For interest at the rate of ten percent per annum on all amounts due;
- E. For reasonable attorney's fees where permitted by agreement or statute or both;
- F. For all costs of suit herein incurred; and
- G. For any other further relief as the Court may deem just and proper.

Dated: October 17, 2013

GALUPPO & BLAKE
A Professional Law Corporation

By: 

STEVEN W. BLAKE, ESQ.
KYLE E. YAEGER, ESQ.
Attorneys for Plaintiff
MORRIS CERULLO WORLD
EVANGELISM, INC.

EXHIBIT "1"

Contract Agreement Between:

CONTRACT

WORD

The WORD Network
20733 W Ten Mile
Southfield, MI 48075
(248) 357-4566

www.thewordnetwork.org

And:

Word Media
P.O. Box 13220
Arlington, TX 76094
USA

Contract / Revision 1625 /		Alt Order #
Product		
Contract Dates 06/17/13 - 06/13/14		Estimate #
Advertiser Morris Cerullo		Original Date / Revision 05/20/13 / 05/20/13
Billing Cycle EOM/EOC	Billing Calendar Broadcast	Cash/Trade Cash
Station WORD	Account Executive David Sheffield	Sales Office Local
Special Handling		
Demographic Households		
IDB#	Advertiser Code	Product Code
Agency Ref		Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Totals Spots Amount	
N 1	WORD	06/17/13	06/13/14	5p-530p Monday-Friday	5p-530p		28:30			NM	260	\$520,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	06/17/13	06/23/13	11111--				5	\$2,000.00			
	Week:	06/24/13	06/30/13	11111--				5	\$2,000.00			
	Week:	07/01/13	07/07/13	11111--				5	\$2,000.00			
	Week:	07/08/13	07/14/13	11111--				5	\$2,000.00			
	Week:	07/15/13	07/21/13	11111--				5	\$2,000.00			
	Week:	07/22/13	07/28/13	11111--				5	\$2,000.00			
	Week:	07/29/13	08/04/13	11111--				5	\$2,000.00			
	Week:	08/05/13	08/11/13	11111--				5	\$2,000.00			
	Week:	08/12/13	08/18/13	11111--				5	\$2,000.00			
	Week:	08/19/13	08/25/13	11111--				5	\$2,000.00			
	Week:	08/26/13	09/01/13	11111--				5	\$2,000.00			
	Week:	09/02/13	09/08/13	11111--				5	\$2,000.00			
	Week:	09/09/13	09/15/13	11111--				5	\$2,000.00			
	Week:	09/16/13	09/22/13	11111--				5	\$2,000.00			
	Week:	09/23/13	09/29/13	11111--				5	\$2,000.00			
	Week:	09/30/13	10/06/13	11111--				5	\$2,000.00			
	Week:	10/07/13	10/13/13	11111--				5	\$2,000.00			
	Week:	10/14/13	10/20/13	11111--				5	\$2,000.00			
	Week:	10/21/13	10/27/13	11111--				5	\$2,000.00			
	Week:	10/28/13	11/03/13	11111--				5	\$2,000.00			
	Week:	11/04/13	11/10/13	11111--				5	\$2,000.00			
	Week:	11/11/13	11/17/13	11111--				5	\$2,000.00			
	Week:	11/18/13	11/24/13	11111--				5	\$2,000.00			
	Week:	11/25/13	12/01/13	11111--				5	\$2,000.00			
	Week:	12/02/13	12/08/13	11111--				5	\$2,000.00			
	Week:	12/09/13	12/15/13	11111--				5	\$2,000.00			
	Week:	12/16/13	12/22/13	11111--				5	\$2,000.00			
	Week:	12/23/13	12/29/13	11111--				5	\$2,000.00			
	Week:	12/30/13	01/05/14	11111--				5	\$2,000.00			
	Week:	01/06/14	01/12/14	11111--				5	\$2,000.00			
	Week:	01/13/14	01/19/14	11111--				5	\$2,000.00			
	Week:	01/20/14	01/26/14	11111--				5	\$2,000.00			
	Week:	01/27/14	02/02/14	11111--				5	\$2,000.00			

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four week advance cancellation notice is required unless otherwise specified.

TERMS: CASH IN ADVANCE

Contract Agreement Between:

WORD

The WORD Network
20733 W Ten Mile
Southfield, MI 48075
(248) 357-4566

www.thewordnetwork.org

Contract / Revision	All Order #
1625 /	

Contract Dates	Product	Estimate #
06/17/13 - 06/13/14		

Advertiser	Original Date / Revision
Morris Cerullo	05/20/13 / 05/20/13

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Totals Spots Amount	
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		02/03/14	02/09/14	11111--				5	\$2,000.00			
Week:		02/10/14	02/16/14	11111--				5	\$2,000.00			
Week:		02/17/14	02/23/14	11111--				5	\$2,000.00			
Week:		02/24/14	03/02/14	11111--				5	\$2,000.00			
Week:		03/03/14	03/09/14	11111--				5	\$2,000.00			
Week:		03/10/14	03/16/14	11111--				5	\$2,000.00			
Week:		03/17/14	03/23/14	11111--				5	\$2,000.00			
Week:		03/24/14	03/30/14	11111--				5	\$2,000.00			
Week:		03/31/14	04/06/14	11111--				5	\$2,000.00			
Week:		04/07/14	04/13/14	11111--				5	\$2,000.00			
Week:		04/14/14	04/20/14	11111--				5	\$2,000.00			
Week:		04/21/14	04/27/14	11111--				5	\$2,000.00			
Week:		04/28/14	05/04/14	11111--				5	\$2,000.00			
Week:		05/05/14	05/11/14	11111--				5	\$2,000.00			
Week:		05/12/14	05/18/14	11111--				5	\$2,000.00			
Week:		05/19/14	05/25/14	11111--				5	\$2,000.00			
Week:		05/26/14	06/01/14	11111--				5	\$2,000.00			
Week:		06/02/14	06/08/14	11111--				5	\$2,000.00			
Week:		06/09/14	06/15/14	11111--				5	\$2,000.00			
Totals											260	\$520,000.00

Time Period	# of Spots	Gross Amount	Net Amount
05/27/13 - 06/30/13	10	\$20,000.00	\$17,000.00
07/01/13 - 07/28/13	20	\$40,000.00	\$34,000.00
07/29/13 - 08/25/13	20	\$40,000.00	\$34,000.00
08/26/13 - 09/29/13	25	\$50,000.00	\$42,500.00
09/30/13 - 10/27/13	20	\$40,000.00	\$34,000.00
10/28/13 - 11/24/13	20	\$40,000.00	\$34,000.00
11/25/13 - 12/29/13	25	\$50,000.00	\$42,500.00
12/30/13 - 01/26/14	20	\$40,000.00	\$34,000.00
01/27/14 - 02/23/14	20	\$40,000.00	\$34,000.00
02/24/14 - 03/30/14	25	\$50,000.00	\$42,500.00
03/31/14 - 04/27/14	20	\$40,000.00	\$34,000.00
04/28/14 - 05/25/14	20	\$40,000.00	\$34,000.00
05/26/14 - 06/13/14	15	\$30,000.00	\$25,500.00
Totals	260	\$520,000.00	\$442,000.00

Signature: 

Date: 5/26/13

Word Media

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four week advance cancellation notice is required unless otherwise specified.

TERMS: CASH IN ADVANCE

INVOICE

WORD

The WORD Network
 20733 W Ten Mile
 Southfield, MI 48075
 Main: (248) 357-4566
 Billing: (248) 226-7379

Invoice # 6-5615

<u>Invoice Month</u>	<u>Invoice Period</u>
June 2013	05/27/13 - 08/30/13

<u>Station</u>	<u>Account Executive</u>	<u>Sales Office</u>	<u>Sales Region</u>
WORD	David Sheffield	Local	Local

www.thewordnetwork.org

Billing Address:

Word Media
 Attention: Accounts Payable
 P.O. Box 13220
 Arlington, TX 76094
 USA

<u>Advertiser</u>	<u>Product</u>	<u>Estimate Number</u>
Morris Cerullo		

<u>Flight Dates</u>	<u>Order #</u>	<u>Alt Order #</u>
06/17/13 - 06/13/14	1625	

<u>Billing Calendar</u>	<u>Billing Type</u>
Broadcast	Cash

<u>Special Handling</u>

<u>IDB #</u>	<u>Advertiser Code</u>	<u>Product Code</u>

<u>Agency Ref</u>	<u>Advertiser Ref</u>

Send Payment To:

The WORD Network
 20733 W Ten Mile
 Southfield, MI 48075

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/Week	Rate	Type																																																																																																																																																																												
1	06/17/13	06/13/14	5p-530p Monday-Friday	5p-530p	11111--	28:30	5	\$2,000.00	NM																																																																																																																																																																												
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Total Spots 10 **Gross Total** \$20,000.00

Payment Terms: Cash in Advance

Agency Commission \$3,000.00
Net Amount Due \$17,000.00

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
Clerk of the Superior Court

OCT 18 2013

By: **S. Goodrich, Deputy**

OCT 18 '13 AM 10:41

COPY

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

World Religious Relief, Inc. (d.b.a. "Word Network"), a Michigan corporation; and DOES 1 through 25

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Morris Cerullo World Evangelism, Inc., a California corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego Superior Court
330 W. Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso):
37-2013-00072031-CU-BC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Kyle E. Yaeger, Galuppo & Blake, 2792 Gateway Road, Suite 102, Carlsbad, CA 92009, 760-431-4575

DATE: **OCT 21 2013** Clerk, by **S. Goodrich**, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

BY FAX

CIVIL BUSINESS

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Steven W. Blake, Esq., SBN 235502; Kyle E. Yaeger, Esq., SBN 246918 Galuppo & Blake, A Professional Law Corporation 2792 Gateway Road, Suite 102 Carlsbad, CA 92009 TELEPHONE NO.: 760-431-4575 FAX NO.: 760-431-4579 ATTORNEY FOR (Name): Morris Cerullo World Evangelism, Inc.	FOR COURT USE ONLY 13 OCT 18 AM 10:53 CLERK SUPERIOR COURT SAN DIEGO COUNTY, CA OCT 18 '13 AM 11:41
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Division	
CASE NAME: Morris Cerullo World Evangelism, Inc. v. World Religious Relief, Inc.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 37-2013-00072031-CU-BC-CTL	
JUDGE: DEPT:	

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

COPY

BY FAX

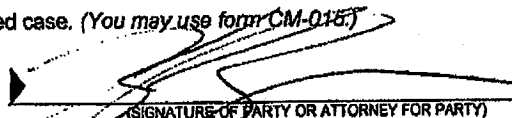
1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DP/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/W/D (23) Non-P/DP/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DP/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> 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
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: October 17, 2013
 Kyle E. Yaeger

(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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7075	
PLAINTIFF(S) / PETITIONER(S): Morris Cerullo World Evangelism Inc	
DEFENDANT(S) / RESPONDENT(S): World Religious Relief Inc	
MORRIS CERULLO WORLD EVANGELISM INC VS. WORLD RELIGIOUS RELIEF INC	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2013-00072031-CU-BC-CTL

CASE ASSIGNMENT

Judge: Richard E. L. Strauss

Department: C-75

COMPLAINT/PETITION FILED: 10/18/2013

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	05/16/2014	10:30 am	C-75	Richard E. L. Strauss

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, each party demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) for each party on or before the date scheduled for the initial case management conference in the action.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

Superior Court of California
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE
AND ASSIGNMENT TO IMAGING DEPARTMENT**

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 010313 at www.sdcourt.ca.gov for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

<http://www.sdcourt.ca.gov/CivillmagingGeneralOrder>



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2013-00072031-CU-BC-CTL CASE TITLE: Morris Cerullo World Evangelism Inc vs. World Religious Relief Inc

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Morris Cerullo World Evangelism Inc	
DEFENDANT(S): World Religious Relief Inc DBA Word Network	
SHORT TITLE: MORRIS CERULLO WORLD EVANGELISM INC VS. WORLD RELIGIOUS RELIEF INC	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2013-00072031-CU-BC-CTL

Judge: Richard E. L. Strauss

Department: C-75

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| <input type="checkbox"/> Mediation (court-connected) | <input type="checkbox"/> Non-binding private arbitration |
| <input type="checkbox"/> Mediation (private) | <input type="checkbox"/> Binding private arbitration |
| <input type="checkbox"/> Voluntary settlement conference (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 10/21/2013

JUDGE OF THE SUPERIOR COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Steven W. Blake, Esq., SBN 235502; Kyle E. Yaeger, Esq., SBN 246918 Galuppo & Blake, A Professional Law Corporation 2792 Gateway Road, Suite 102 Carlsbad, CA 92009 TELEPHONE NO.: 760-431-4575 FAX NO. (Optional): 760-431-4579 E-MAIL ADDRESS (Optional): kyaeger@galuppolaw.com ATTORNEY FOR (Name): Morris Cerullo World Evangelism, Inc.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Division	
PLAINTIFF/PETITIONER: Morris Cerullo World Evangelism, Inc. DEFENDANT/RESPONDENT: World Religious Relief, Inc., et al.	CASE NUMBER: 37-2013-00072031-CU-BC-CTL
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): Notice of Case Assignment and Case Management Conference
3. a. Party served (specify name of party as shown on documents served):
 World Religious Relief, Inc.
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
 Ralph G. Lameti (agent for service of process)
4. Address where the party was served:
 20733 W. Ten Mile, Southfield, MI 48075
5. I served the party (check proper box)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): _____ (2) at (time): _____
 - b. by substituted service. On (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): _____
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ from (city): _____ or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: Morris Cerullo World Evangelism, Inc.	CASE NUMBER:
DEFENDANT/RESPONDENT: World Religious Relief, Inc., et al.	37-2013-00072031-CU-BC-CTL

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): October 25, 2013 (2) from (city): Carlsbad, CA
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **World Religious Relief, Inc.**

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: **Kari D. Ceja**
- b. Address: **2792 Gateway Road, Suite 102, Carlsbad, CA 92009**
- c. Telephone number: **760-431-4575**
- d. **The fee for service was: \$ 7.63**
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

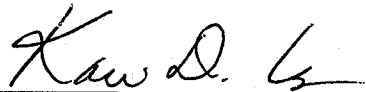
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: October 25, 2013

Kari D. Ceja
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)


(SIGNATURE)