

ORIGINAL

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(SPACE BELOW FOR FILING STAMP ONLY)  
**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUN 03 2011

4 BRUCE A. BROILLET, State Bar No. 63910  
SCOTT H. CARR, State Bar No. 156664

John A. Clarke/Executive Officer/Clerk  
By [Signature] Deputy  
AMBER LAFLEUR-CLAYTON

5 Attorneys for Plaintiff

D30 pending assignment

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

11 TODD McNAIR, an individual;  
12 Plaintiff,  
13 vs.  
14 THE NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION, an unincorporated  
15 association, and DOES 1 through 50, inclusive,  
16 Defendants.

CASE NO. BC462891

COMPLAINT FOR DAMAGES

- 1. Libel
- 2. Slander
- 3. Tortious Interference with Prospective Economic Advantage
- 4. Tortious Interference with Contractual Relations
- 5. Breach of Contract
- 6. Negligence
- 7. Declaratory Relief

B FAX

18 DEMAND FOR JURY TRIAL

19 COMES NOW the Plaintiff, and for causes of against Defendants, and each of them,  
20 alleges as follows:

23 GENERAL ALLEGATIONS

24 1. The true names and/or capacities, whether individual, plural, corporate  
associate or otherwise, of Defendants, DOES 1 through 50, inclusive, are unknown to Plaintiff  
25 who therefore sues said Defendants by such fictitious names.

26 2. The full extent of the facts linking such fictitiously sued Defendants with the cause  
27 action alleged herein is unknown to Plaintiff. Plaintiff is informed and believes, and he  
28

CIT/CASE: BC462891 L5/DEF  
RECEIVED #: CCH503058124  
DATE FILED: 06/03/11 04:13:49 PM  
PAYMENT: \$95.00  
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1 alleges, that each of the Defendants designated herein as a DOE was and is negligently, or in some  
2 other actionable manner, responsible for the events and happenings hereinafter referred to, and  
3 thereby negligently, or in some other actionable manner, proximately caused the hereinafter  
4 alleged injuries and damages to the Plaintiff. Plaintiff will hereafter seek leave of Court to amend  
5 this Complaint to show the Defendants' true names and/or capacities after the same have been  
6 ascertained.

7 3. Plaintiff is informed and believes, and thereupon alleges, that at all times mentioned  
8 herein, Defendants, and each of them, including DOES 1 through 50, inclusive, and each of them,  
9 were the agents, servants, employees, and/or joint venturers of their co-Defendants, and were, as  
10 such, acting within the course, scope and authority of said agency, employment and/or joint  
11 venture, and that each and every Defendant as aforesaid, when acting as a principal, was negligent  
12 in the selection and hiring of each and every other Defendant as an agent, employee, and/or joint  
13 venturer, and that each Defendant, by and through its officers, directors and/or managing agents,  
14 authorized, ratified and/or otherwise approved the acts of the remaining Defendants and/or said  
15 officers, directors, and/or managing agents participated in said acts by the Defendants, and each of  
16 them.

17 4. At all times mentioned herein, Plaintiff, TODD McNAIR, was and is an individual  
18 residing in the County of Los Angeles, State of California.

19 5. Plaintiff is informed and believes, and thereupon alleges, that at all times mentioned  
20 herein, Defendant NATIONAL COLLEGIATE ATHLETIC ASSOCIATION ("NCAA") was and  
21 is an unincorporated association whose members reside in many jurisdictions, including but not  
22 limited to the County of Los Angeles, State of California.

23 6. Plaintiff is uncertain of the exact form of business entity under which DOES 1 through  
24 50, inclusive conduct business, whether corporate, partnership, proprietorship, association, or  
25 otherwise, and Plaintiff will seek leave of Court to amend the Complaint to state the exact form of  
26 legal entity under which said Defendants do business when the same have been ascertained.

27 7. At all relevant times herein, Plaintiff TODD McNAIR was an assistant coach for the  
28 University of Southern California ("USC") football team.

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1           8. Prior to being hired as an assistant coach for the USC football team, Plaintiff TODD  
2 McNAIR had a distinguished career as a player in the National Football League, and held other  
3 coaching positions where he obtained recognition and commendations. He was also a highly  
4 regarded student athlete at Temple University.

5           9. Prior to June 10, 2010, Defendants NCAA and DOES 1 through 50, inclusive, and each  
6 of them, commenced an "investigation," using their in-house staff to determine whether then USC  
7 running back, and Heisman Trophy winner, Reggie Bush ("Bush"), received improper benefits  
8 from a convicted felon, Lloyd Lake ("Lake"), who aspired to be a sports agent.

9           10. During this in-house "investigation," Defendants, and each of them, interviewed  
10 selectively chosen witnesses and provided suggestive questions to these witnesses to unfairly,  
11 improperly and wrongfully implicate Plaintiff. At no time were any of the individuals who were  
12 targeted by the internal "investigation," including the Plaintiff herein, permitted to be present  
13 during the questioning of any witnesses, question any witness, or cross-examine any witness as  
14 part of the "investigation."

15           11. During the course of the internal "investigation," Defendants, and each of them,  
16 interviewed convicted felon, Lloyd Lake. During that interview, Defendants, and each of them,  
17 suggested certain facts to Lake which he then adopted as part of his statement. Yet at no time did  
18 Lake, or anyone else, indicate that Plaintiff, TODD McNAIR was told and/or informed by them  
19 that Bush was receiving improper benefits from Lake. At all times, Plaintiff TODD McNAIR  
20 categorically and steadfastly denied having any knowledge of alleged improper benefits obtained  
21 by Bush and/or his family from Lake. Bush also makes clear that he never discussed with TODD  
22 McNAIR any benefits received by Bush and/or his family. As stated above, Plaintiff TODD  
23 McNAIR was not provided an opportunity either personally, through his counsel, or through USC  
24 to question Lake as part of the "investigation."

25           12. Despite a complete lack of evidence that Plaintiff TODD McNAIR did anything  
26 wrong, let alone committed acts amounting to unethical conduct, and despite the NCAA's own  
27 internal regulations mandating that the evidence must be "clear and convincing" of wrongdoing to  
28 reach such a finding, Defendants, and each of them, in an arbitrary and capricious manner,

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1 disregarded their internal regulations, processes and procedures to reach a finding that TODD  
2 McNAIR committed unethical conduct. In doing so, they relied solely upon convicted felon  
3 Lake's incomplete responses to Defendants' misleading and suggestive questioning. Defendants  
4 then mischaracterized the testimony of Lake to support an unethical conduct finding against  
5 TODD McNAIR. Defendants then ignored their mischaracterization when it was pointed out to  
6 them in their in-house appeal.

7 13. Defendants, and each of them, in bad faith, and in contravention of all notions of  
8 fairness, justice and decency, arbitrarily and capriciously decided to ruin Plaintiff TODD  
9 McNAIR's career to further their own agenda.

10 14. On or about June 10, 2010, Defendants NCAA and DOES 1 through 50, inclusive, and  
11 each of them, wrongly and falsely accused Plaintiff TODD McNAIR of committing acts  
12 amounting to unethical conduct, and ultimately determined as such, thus effectively destroying his  
13 career. Further, on or about April 28, 2011, Defendants denied Plaintiff's appeal as part of an  
14 internal process, despite substantial evidence highlighting the gross injustice of the initial  
15 "investigation."  
16

17 **FIRST CAUSE OF ACTION**

18 **(Libel As Against Defendants, and Each of Them,**  
19 **Including DOES 1 through 50, Inclusive)**

20 15. Plaintiff incorporates herein as though fully set forth at length all of the allegations and  
21 statements contained in Paragraphs 1 through 14, inclusive, of the General Allegations, above.

22 16. On or about June 10, 2010, and again on April 28, 2011, Defendants, and each of them,  
23 published and/or caused to be published, disseminated and circulated printed material in the form  
24 of reports which, both on their face and through innuendo, falsely and maliciously state that  
25 Plaintiff TODD McNAIR is unethical, has committed unethical acts, cannot adequately perform in  
26 his profession, and is dishonest in his business. Said reports were meant to be disseminated, and  
27 in fact were disseminated on internet websites and other media outlets throughout the world where  
28

1 Defendants knew and/or should have known that said reports would be heard and read by millions  
2 of people throughout the world.

3 17. Plaintiff is informed and believes, and on that basis alleges, that Defendants, and each  
4 of them, made the false statements set forth above with knowledge that they were false or  
5 otherwise fabricated, intended the false statements to be published in a manner that would harm  
6 Plaintiff, and either knew or recklessly disregarded the fact that they would cause Plaintiff to  
7 suffer substantial damages. Moreover, several of the statements contained in the report were  
8 mutually inconsistent and contradictory.

9 18. The false statements are reasonably susceptible of such defamatory meaning on their  
10 face as they, amongst other things, portrayed Plaintiff as being dishonest in his business, and  
11 unethical in the performance of his profession. Plaintiff is informed and believes that the  
12 publishing of the false statements has a tendency to directly injure him in his profession as a  
13 college football coach and to harm him with regard to present and future business opportunities, as  
14 well as damage his reputation and good name, and that the false statements were made with actual  
15 malice, i.e., with the knowledge that they were false or, at a minimum, with a reckless disregard as  
16 to their truth. Thus, the defamatory statements were defamatory per se and per quod.

17 19. Plaintiff is informed and believes, and thereupon alleges, that as a direct and proximate  
18 result of the aforementioned acts of Defendants, and each of them, Plaintiff has suffered general  
19 and special damages in an amount according to proof, in an amount in excess of the jurisdictional  
20 limits of this Court.

21 20. Because the acts and/or omissions of Defendants NCAA and DOES 1 through 50,  
22 inclusive, and each of them, were either committed by or authorized, ratified or otherwise  
23 approved by officers, directors and/or managing agents of the aforementioned Defendants, or  
24 carried out in a deliberate, cold, callous, intentional, and/or unreasonable manner, causing injury  
25 and damage to Plaintiff, and done with a conscious disregard of Plaintiff's rights, Plaintiff TODD  
26 McNAIR requests the assessment of punitive damages against Defendants NCAA and DOES 1  
27 through 50, inclusive, and each of them, in an amount appropriate to punish and/or set an example  
28 of said Defendants.

1 SECOND CAUSE OF ACTION

2 (Slander As Against All Defendants, and Each of Them,  
3 Including DOES 1 through 50, Inclusive, and Each of Them)

4 21. Plaintiff incorporates herein as though fully set forth at length all of the allegations and  
5 statements contained in Paragraphs 1 through 14, inclusive, of the General Allegations, and  
6 Paragraphs 16 through 18, inclusive, of the First Cause of Action, above.

7 22. Plaintiff is informed and believes, and thereupon alleges, that Defendants, and each of  
8 them, including DOES 1 through 50, inclusive, and each of them, orally made false statements to  
9 various members of the media, and intended at the time of making the false statements that they  
10 would be heard and read by millions of people residing around the world.

11 23. Such false statements were made by several of Defendant NCAA's employees and/or  
12 managing agents, including but not limited to Paul Dee who falsely proclaimed that Plaintiff  
13 "attested falsely that he had no knowledge of NCAA violations," and that he had "violated NCAA  
14 unethical conduct legislation." Moreover, he falsely stated that Plaintiff had "knowledge of  
15 possible violations . . . which apparently was not reported." Furthermore, falsely he stated that  
16 Plaintiff's "conduct impeded the institution [USC] from filling its obligation under the NCAA  
17 bylaws." In addition, NCAA chairman Mark Emmert falsely proclaimed that, "The NCAA got it  
18 right" with respect to the defamatory statements contained in the NCAA initial report, despite not  
19 having been involved in the investigation nor having read the investigatory file. Plaintiff is further  
20 investigating other slanderous statements made by Defendants, and each of them, and will seek  
21 leave to amend the Complaint if and when such additional information is ascertained.

22 24. Plaintiff is informed and believes, and thereupon alleges, that Defendant NCAA and  
23 DOES 1 through 50, inclusive, and each of them, made the false statements with knowledge that  
24 they were false or otherwise fabricated, intended the false statements to be published in a manner  
25 that would harm Plaintiff, and either knew or recklessly disregarded the fact that they would cause  
26 Plaintiff to suffer substantial damages.

27 25. The false statements are reasonably susceptible of the defamatory meaning on their  
28 face as they, amongst other things, portrayed Plaintiff as being dishonest in his business, and

1 unethical in the performance of his profession. Plaintiff is informed and believes that the  
2 publishing of the false statements has a tendency to directly injure him in his profession as a  
3 college football coach and to harm him with regard to present and future business opportunities, as  
4 well as damage his reputation and good name, and that the false statements were made with actual  
5 malice, i.e., with the knowledge that they were false or, at a minimum, with a reckless disregard as  
6 to their truth. Thus, the defamatory statements were defamatory per se and per quod.

7 26. Plaintiff is informed and believes, and thereupon alleges, that as a direct and proximate  
8 result of the aforementioned acts of Defendants, and each of them, Plaintiff has suffered general  
9 and special damages in an amount according to proof, in an amount in excess of the jurisdictional  
10 limits of this Court.

11 27. Because the acts and/or omissions of Defendants NCAA and DOES 1 through 50,  
12 inclusive, and each of them, were either committed by or authorized, ratified or otherwise  
13 approved by officers, directors and/or managing agents of the aforementioned Defendants, or  
14 carried out in a deliberate, cold, callus, intentional, and/or unreasonable manner, causing injury  
15 and damage to Plaintiff, and done with a conscious disregard of Plaintiff's rights, Plaintiff TODD  
16 McNAIR requests the assessment of punitive damages against Defendants NCAA and DOES 1  
17 through 50, inclusive, and each of them, in an amount appropriate to punish and/or set an example  
18 of said Defendants.

19  
20 **THIRD CAUSE OF ACTION**

21 **(Tortious Interference with Prospective Economic Advantage As Against All**  
22 **Defendants, and Each of Them, Including DOES 1 through 50, Inclusive,**  
23 **and Each of Them)**

24 28. Plaintiff incorporates herein as though fully set forth at length all of the allegations and  
25 statements contained in Paragraphs 1 through 14, inclusive, of the General Allegations, Paragraphs  
26 16 through 18 of the First Cause of Action, and Paragraphs 22 through 25, inclusive, of the  
27 Second Cause of Action, above.

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1           29. Plaintiff McNAIR was a highly respected and marketable college football coach as of  
2 June 10, 2010. At that time, he had an existing contract with USC, and if he had chosen to leave  
3 USC, would have been highly sought after by other college football programs.

4           30. The existence of Plaintiff McNAIR's position at USC and prospective business  
5 opportunities with other college football programs was known and/or should have been known to  
6 Defendants, and each of them.

7           31. Defendants, and each of them, with full knowledge of Plaintiff's prospective economic  
8 opportunities as a college football coach, wrongfully, arbitrarily, and capriciously interfered with  
9 Plaintiff's future prospective economic opportunities by failing to adhere to and/or follow their  
10 own internal procedures, by failing to deal with Plaintiff in good faith and to deal fairly with him,  
11 by arbitrarily failing to provide even a modicum of fair process, and by wrongfully and  
12 inappropriately labeling Plaintiff as unethical.

13           32. Plaintiff is informed and believes, and thereupon alleges, that as a direct and proximate  
14 result of the aforementioned acts of Defendants, and each of them, Plaintiff has suffered general  
15 and special damages in an amount according to proof, in an amount in excess of the jurisdictional  
16 limits of this Court.

17           33. Because the acts and/or omissions of Defendants NCAA and DOES 1 through 50,  
18 inclusive, and each of them, were either committed by or authorized, ratified or otherwise  
19 approved by officers, directors and/or managing agents of the aforementioned Defendants, or  
20 carried out in a deliberate, cold, callous, intentional, and/or unreasonable manner, causing injury  
21 and damage to Plaintiff, and done with a conscious disregard of Plaintiff's rights, Plaintiff TODD  
22 McNAIR requests the assessment of punitive damages against Defendants NCAA and DOES 1  
23 through 50, inclusive, and each of them, in an amount appropriate to punish and/or set an example  
24 of said Defendants.

25  
26 ///  
27 ///  
28 ///



1 **FOURTH CAUSE OF ACTION**

2 **(Tortious Interference with Contractual Relations As Against All Defendants, and**  
3 **Each of Them, Including DOES 1 through 50, Inclusive, and Each of Them.)**

4 34. Plaintiff incorporates herein as though fully set forth at length all of the allegations and  
5 statements contained in Paragraphs 1 through 14, inclusive, of the General Allegations, Paragraphs  
6 16 through 18 of the First Cause of Action, Paragraphs 22 through 25, inclusive, of the Second  
7 Cause of Action, and Paragraphs 29 through 31 of the Third Cause of Action, above.

8 35. As of June 10, 2010, Plaintiff had a valid and existing contract with USC to be  
9 employed as an assistant football coach. Said contract constituted a valid and enforceable contract  
10 between Plaintiff and USC.

11 36. Defendants, and each of them, at all relevant times herein, had knowledge of the  
12 existence of the valid and enforceable contract between the Plaintiff and USC.

13 37. At all relevant times herein, prior to June 10, 2010, and prior to the wrongful actions of  
14 the Defendants, and each of them, as described herein, it was the desire and intent of both Plaintiff  
15 and USC to renew Plaintiff's contract for employment.

16 38. As a direct and proximate result of the conduct of Defendants, and each of them,  
17 Plaintiff's employment contract with USC was not renewed. Plaintiff was informed that due to  
18 the conduct of Defendants, and each of them, including the unethical conduct finding by  
19 Defendants, and each of them, USC would not and could not renew their contract with the  
20 Plaintiff.

21 39. Defendants, and each of them, had no justification for their intentional interference  
22 with Plaintiff's contractual relationship between Plaintiff and USC.

23 40. Plaintiff is informed and believes, and thereupon alleges, that as a direct and proximate  
24 result of the aforementioned acts of Defendants, and each of them, Plaintiff has suffered general  
25 and special damages in an amount according to proof, in an amount in excess of the jurisdictional  
26 limits of this Court.

27 41. Because the acts and/or omissions of Defendants NCAA and DOES 1 through 50,  
28 inclusive, and each of them, were either committed by or authorized, ratified or otherwise

1 approved by officers, directors and/or managing agents of the aforementioned Defendants, or  
2 carried out in a deliberate, cold, callous, intentional, and/or unreasonable manner, causing injury  
3 and damage to Plaintiff, and done with a conscious disregard of Plaintiff's rights, Plaintiff TODD  
4 McNAIR requests the assessment of punitive damages against Defendants NCAA and DOES 1  
5 through 50, inclusive, and each of them, in an amount appropriate to punish and/or set an example  
6 of said Defendants.

7  
8 **FIFTH CAUSE OF ACTION**

9 **(Breach of Contract As Against Defendants, and Each of Them,**  
10 **Including DOES 1 through 50, Inclusive, And Each of Them)**

11 42. Plaintiff incorporates herein as though fully set forth at length all of the allegations and  
12 statements contained in Paragraphs 1 through 14, inclusive, of the General Allegations, Paragraphs  
13 16 through 18 of the First Cause of Action, Paragraphs 22 through 25, inclusive, of the Second  
14 Cause of Action, Paragraphs 29 through 31 of the Third Cause of Action, and Paragraphs 35  
15 through 39, inclusive, of the Fourth Cause of Action, above.

16 43. At all times mentioned herein, Defendant NCAA had a valid and enforceable contract  
17 with USC.

18 44. As an assistant coach with USC, and as a person who was directly affected by the  
19 contractual relationship between the NCAA and USC, Plaintiff was a foreseeable third party  
20 beneficiary of the agreement between Defendant NCAA and USC.

21 45. Inherent in all contracts, and implied therein is a covenant of good faith and fair  
22 dealing which required that the NCAA refrain from doing anything that would injure the rights of  
23 the Plaintiff to receive the benefits of the agreement, render the performance of the agreement by  
24 Plaintiff impossible, or invade the Plaintiff's rights. The covenant further required the Defendants  
25 to refrain from needless injury or damage toward Plaintiff TODD McNAIR, and to act at all times  
26 in good faith.

27 46. Defendants NCAA, and DOES 1 through 50, inclusive, and each of them, breached the  
28 contract identified above, and violated the implied covenant of good faith and fair dealing

1 contained therein by acting arbitrarily and capriciously in the manner in which they enforced their  
2 rules, by denying Plaintiff the opportunity to participate fully in the adjudicatory process, by  
3 failing to allow Plaintiff and/or his counsel the ability to be present during the questioning and/or  
4 to question witnesses against Plaintiff, to provide Plaintiff with an adequate and fair appellate  
5 process, and/or to otherwise treat Plaintiff fairly.

6 47. Plaintiff has duly performed all of the terms, conditions and covenants required to be  
7 performed by him in accordance with the contract identified herein.

8 48. As a direct legal and proximate result of this breach of contract and breach of the  
9 implied covenant of good faith and fair dealing by Defendants, and each of them, Plaintiff has  
10 sustained general and special damages, including consequential damages, according to proof to be  
11 determined at the time of trial.

12  
13 **SIXTH CAUSE OF ACTION**

14 **(Negligence as Against Defendants and Each of Them,**

15 **Including DOES 1 through 50, Inclusive)**

16 49. Plaintiff incorporates herein as though fully set forth at length all of the allegations and  
17 statements contained in Paragraphs 1 through 14, inclusive, of the General Allegations, Paragraphs  
18 16 through 18 of the First Cause of Action, Paragraphs 22 through 25, inclusive, of the Second  
19 Cause of Action, Paragraphs 29 through 31 of the Third Cause of Action, Paragraphs 35 through  
20 39, inclusive, of the Fourth Cause of Action, and Paragraphs 43 through 47, inclusive, of the Fifth  
21 Cause of Action, above.

22 50. As a foreseeable consequence of the manner in which Defendants conducted their  
23 investigation as described herein, and as a foreseeable consequence of the false and unsupported  
24 finding that Plaintiff engaged in unethical conduct, Plaintiff suffered damages, including the  
25 damage to his career as a college football coach.

26 51. At all times mentioned herein, Defendants, and each of them, had a duty to use  
27 reasonable care in the manner in which they conducted themselves toward the Plaintiff, TODD  
28 McNAIR. They further owed a duty to refrain from acting in an arbitrary and capricious manner

1 in the application of their rules and regulations, and to refrain from acting in an arbitrary and  
2 capricious way in the manner in which they conducted their investigation. They further owed to  
3 Plaintiff, TODD McNAIR, a duty to refrain from damaging and/or destroying his career without  
4 justification.

5 52. Defendants, and each of them, by failing to use due and reasonable care in their  
6 conduct toward the Plaintiff, and by acting in an arbitrary and capricious manner were negligent.

7 53. The conduct of Defendants, and each of them, as described above, caused Plaintiff  
8 damage and harm as further set forth herein.

9 54. Plaintiff is informed and believes, and thereupon alleges, that as a direct and proximate  
10 result of the aforementioned acts of Defendants, and each of them, Plaintiff has suffered general  
11 and special damages in an amount according to proof, in an amount in excess of the jurisdictional  
12 limits of this Court.

13  
14 **SEVENTH CAUSE OF ACTION**

15 **(Declaratory Relief as Against Defendants and Each of Them,**

16 **Including DOES 1 through 50, Inclusive)**

17 55. Plaintiff incorporates herein as though fully set forth at length all of the allegations and  
18 statements contained in Paragraphs 1 through 14, inclusive, of the General Allegations, Paragraphs  
19 16 through 18 of the First Cause of Action, Paragraphs 22 through 25, inclusive, of the Second  
20 Cause of Action, Paragraphs 29 through 31 of the Third Cause of Action, Paragraphs 35 through  
21 39, inclusive, of the Fourth Cause of Action, Paragraphs 43 through 46, inclusive, of the Fifth  
22 Cause of Action, and Paragraphs 50 through 53, inclusive, of the Sixth Cause of Action, above.

23 56. By virtue of the existence of the contract described herein, as well as the other duties  
24 and responsibilities owed by Defendants, and each of them, to Plaintiff TODD McNAIR as  
25 described herein, Plaintiff TODD McNAIR seeks a declaration from this Court that rules and  
26 regulations of Defendant NCAA both as written and as applied to Plaintiff TODD McNAIR be  
27 stricken as arbitrary, capricious and in violation of all notions of fairness and good faith. Plaintiff  
28

1 further seeks a declaration from this Court of all other rights and remedies which he may have  
2 according to law.

3  
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays judgment against the Defendants, and each of them, as  
6 follows:

- 7 1. For special damages, according to proof;
- 8 2. For general damages, according to proof and within the jurisdictional limits of this  
9 Court;
- 10 3. For loss of earnings and earning capacity, according to proof;
- 11 4. For damages for breach of contract, including consequential damages, according to  
12 proof;
- 13 5. For punitive damages in an amount sufficient to punish and/or set an example of said  
14 Defendants;
- 15 6. For damages for loss of reputation;
- 16 7. For damages for Plaintiffs other economic losses, according to proof;
- 17 8. For declaratory relief, as set forth herein;
- 18 9. For costs of suit incurred herein;
- 19 10. For prejudgment interest, according to proof;
- 20 11. For post-judgment interest, according to proof;
- 21 12. For such other and further relief as this Court may deem just and proper.

22  
23 DATED: June 3, 2011

GREENE BROILLET & WHEELER, LLP

24  
25 

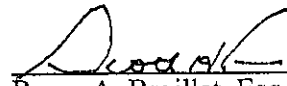
26 Bruce A. Broillet, Esq.  
27 Scott H. Carr, Esq.  
28 Attorneys for Plaintiff,  
TODD McNAIR

DEMAND FOR JURY TRIAL

Plaintiff TODD McNAIR hereby demands a jury trial on all causes of action.

DATED: June 3, 2011

GREENE BROILLET & WHEELER, LLP



\_\_\_\_\_  
Bruce A. Broillet, Esq.  
Scott H. Carr, Esq.  
Attorneys for Plaintiff

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FILED 2/90

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
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 TELEPHONE NO.: (310) 576-1200 FAX NO.: (310) 576-1220  
 ATTORNEY FOR (Name): Plaintiff, Todd McNair

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**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF LOS ANGELES

JUN 03 2011

John A. Clarke, Executive Officer/Clerk  
 By Amber Lafleur-Clayton Deputy  
 AMBER LAFLEUR-CLAYTON

BC462891

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 N. Hill Street  
 MAILING ADDRESS: Same As Above  
 CITY AND ZIP CODE: Los Angeles 90012  
 BRANCH NAME: Central District

CASE NAME: MCNAIR v. NCAA

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 Counter  Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
 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:
- |   |  |  |
|---|--|--|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input checked="" type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (59) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20)<br><p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|

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): Seven (7)
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: June 3, 2011  
 Scott H. Carr, Esq. (SNB 156664)

(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.

06/03/11

BY FAX

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 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**

<p><b>Auto Tort</b>                  Auto (22)—Personal Injury/Property Damage/Wrongful Death                  Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></p>	<p><b>Contract</b>                  Breach of Contract/Warranty (06)                  Breach of Rental/Lease                  Contract <i>(not unlawful detainer or wrongful eviction)</i>                  Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i>                  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 <i>(not provisionally complex)</i> (18)                  Auto Subrogation                  Other Coverage                  Other Contract (37)                  Contractual Fraud                  Other Contract Dispute</p>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>                  Antitrust/Trade Regulation (03)                  Construction Defect (10)                  Claims Involving Mass Tort (40)                  Securities Litigation (28)                  Environmental/Toxic Tort (30)                  Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)  <b>Enforcement of Judgment</b>                  Enforcement of Judgment (20)                  Abstract of Judgment (Out of County)                  Confession of Judgment <i>(non-domestic relations)</i>                  Sister State Judgment                  Administrative Agency Award <i>(not unpaid taxes)</i>                  Petition/Certification of Entry of Judgment on Unpaid Taxes                  Other Enforcement of Judgment Case</p>
<p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>                  Asbestos (04)                  Asbestos Property Damage                  Asbestos Personal Injury/Wrongful Death                  Product Liability <i>(not asbestos or toxic/environmental)</i> (24)                  Medical Malpractice (45)                  Medical Malpractice—Physicians &amp; 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</p>	<p><b>Real Property</b>                  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 <i>(not eminent domain, landlord/tenant, or foreclosure)</i></p>	<p><b>Miscellaneous Civil Complaint</b>                  RICO (27)                  Other Complaint <i>(not specified above)</i> (42)                  Declaratory Relief Only                  Injunctive Relief Only <i>(non-harassment)</i>                  Mechanics Lien                  Other Commercial Complaint Case <i>(non-tort/non-complex)</i>                  Other Civil Complaint <i>(non-tort/non-complex)</i></p>
<p><b>Non-PI/PD/WD (Other) Tort</b>                  Business Tort/Unfair Business Practice (07)                  Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)                  Defamation (e.g., slander, libel) (13)                  Fraud (16)                  Intellectual Property (19)                  Professional Negligence (25)                  Legal Malpractice                  Other Professional Malpractice <i>(not medical or legal)</i>                  Other Non-PI/PD/WD Tort (35)</p>	<p><b>Unlawful Detainer</b>                  Commercial (31)                  Residential (32)                  Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>  <b>Judicial Review</b>                  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</p>	<p><b>Miscellaneous Civil Petition</b>                  Partnership and Corporate Governance (21)                  Other Petition <i>(not specified above)</i> (43)                  Civil Harassment                  Workplace Violence                  Elder/Dependent Adult Abuse                  Election Contest                  Petition for Name Change                  Petition for Relief From Late Claim                  Other Civil Petition</p>
<p><b>Employment</b>                  Wrongful Termination (36) Other Employment (15)</p>	<p></p>	<p></p>

25/03/11



SHORT TITLE: McNAIR v. NCAA	CASE NUMBER <span style="font-size: 1.2em; font-weight: bold;">BC462891</span>
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## 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 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES    CLASS ACTION?  YES    LIMITED CASE?  YES    TIME ESTIMATED FOR TRIAL 7-10  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ul> | <ul style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ul> |
|---|---|

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

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

SHORT TITLE:  
McNAIR v. NCAA

CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input checked="" type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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SHORT TITLE:  
McNAIR v. NCAA

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

J.T./E.B./90

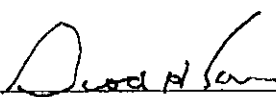
SHORT TITLE: McNAIR v. NCAA	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason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

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <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.	ADDRESS: University of Southern California	
	CITY: Los Angeles	STATE: CA

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles Superior courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: June 3, 2011

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Scott H. Carr, Esq. (SBN 156664)

**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, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the 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 in order 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.

06/03/11