

Sally S. Chan, Esq. (SBN: 258775)  
Karen K. Tso, Esq. (SBN: 285369)  
**WEST THEMIS LAW, PC**  
2523 Huntington Drive  
San Marino, California 91108  
Telephone: (626) 737-8585  
Facsimile: (626) 737-8528

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
3/08/2024 6:37 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Ilieva, Deputy Clerk

Attorneys for Plaintiff JACKIE BEARD ROBINSON

**SUPERIOR COURT OF CALIFORNIA  
IN THE COUNTY OF LOS ANGELES**

JACKIE BEARD ROBINSON, an individual;	)	<b>Case No.: 24SM CV 01086</b>
	)	
Plaintiff,	)	<b>COMPLAINT FOR:</b>
	)	
v.	)	<b>1) BREACH OF CONTRACT</b>
	)	<b>2) BREACH OF IMPLIED GOOD</b>
DELTA GHOSTWRITING, an entity;	)	<b>FAITH AND FAIR DEALING</b>
DAVID WILSON, an individual; and	)	<b>3) BREACH OF IMPLIED</b>
DOES 1 through 10, inclusive;	)	<b>CONTRACT</b>
	)	<b>4) UNJUST ENRICHMENT</b>
Defendants.	)	
	)	
	)	
	)	
	)	
	)	

1 Plaintiff JACKIE BEARD ROBINSON alleges upon knowledge as to her own  
2 actions, and upon information and belief as to all other matters, against Defendants DAVID  
3 WILSON, DELTA GHOSTWRITING and DOES 1-10 (collectively "Defendants" unless  
4 individually referenced) as follows:

### 5 **PARTIES**

6 1. Plaintiff JACKIE BEARD ROBINSON ("Plaintiff" or "JACKIE") was, and at all  
7 times mentioned in this Complaint, an individual residing in Ocean Ridge, Florida.

8 2. Plaintiff is informed, believes, and alleges thereon, that Defendant DELTA  
9 GHOSTWRITING ("DELTA") was, and at all times mentioned in this Complaint, an entity  
10 doing business in Culver City, California.

11 3. Plaintiff is informed, believes, and alleges thereon, that Defendant DAVID  
12 WILSON ("WILSON") was, and at all times mentioned in this Complaint, acting as the  
13 Director of Sales of Defendant DELTA and holding a position of authority and responsibility  
14 in relation to the contracts entered into by DELTA.

15 4. The true names and capacities of Defendants and DOES 1 through 10,  
16 inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff  
17 at the time of filing this Complaint, and Plaintiff, therefore, sue said Defendants by such  
18 fictitious names and will ask leave of court to amend this Complaint to show their true  
19 names or capacities when the same have been ascertained. Plaintiff is informed and  
20 believes, and thereon alleges, that the DOE Defendants are, in some manner, responsible  
21 for the events and happenings herein set forth and proximately caused injury and damages  
22 to Plaintiff as herein alleged.

### 23 **JURISDICTION AND VENUE**

24 5. This is an unlimited civil action in that the amount requested is more than the  
25 sum of \$35,000.00.

26 6. Venue in this Court is proper because: (a) at least one of the Defendants now  
27 resides in the Court's jurisdictional area; or (b) the injury to Plaintiff occurred within the  
28

1 Court's jurisdictional area. Venue in this Court is proper pursuant in that the unlawful conduct  
2 complained of herein occurred in Los Angeles County.

### 3 **FACTUAL ALLEGATIONS**

4 7. Plaintiff JACKIE contracted Defendants for a range of services detailed in  
5 separate agreements, including book writing, Time Square advertising, Amazon Best  
6 Seller services, and printing.

7 8. Plaintiff JACKIE made a payment of **\$3,000 for book writing services**,  
8 which Defendants represented as completed and delivered. However, Defendants did not  
9 fulfill their obligations and failed to even edit the work properly, Plaintiff JACKIE had to write  
10 the entire book herself. A true and correct copy of the Book Writing Contract is attached  
11 and incorporated herein as **Exhibit A**.

12 9. Furthermore, Plaintiff paid **\$10,000 for Time Square advertising**, with the  
13 understanding that it would coincide with the completion of the book by May. However, due  
14 to Defendants' failure to deliver the completed book until November, the advertising  
15 became ineffective. This delay not only incurred additional expenses for Plaintiff but also  
16 resulted in lost opportunities for revenue from potential book sales.

17 10. Plaintiff also invested **\$6,000 in Amazon Best Seller services and \$1,000**  
18 **in printing services**, none of which were commenced satisfactorily. These investments  
19 not only represented a direct loss of funds for Plaintiff but also resulted in missed  
20 opportunities for generating revenue through book sales and marketing. A true and correct  
21 copy of the Amazon Best Seller Contract and Invoice for the Printing services are attached  
22 and incorporated herein as **Exhibit B and Exhibit C**, respectively.

23 11. Despite providing all necessary materials by June 9, 2023, Defendants failed  
24 to make substantial progress on the book, forcing Plaintiff to complete it independently.

25 12. Ultimately, **the book was published by a third party** on December 20,  
26 2023, rather than by Defendants as agreed upon. This further exacerbated Plaintiff's  
27 financial losses and missed opportunities for revenue generation.

13. Despite Plaintiff's repeated requests for a refund to compensate for the damages and losses incurred, Defendants refunded only \$6,000 after Plaintiff's complaint. This deficient refund does not adequately cover the financial losses suffered by Plaintiff due to Defendants' breach of contract and negligence.

14. Defendants' breaches of contract and negligent actions have caused Plaintiff substantial financial harm, including direct losses of funds, missed opportunities for revenue generation, and additional expenses incurred to complete the book independently.

### FIRST CAUSE OF ACTION

## Breach of Contract

**(Against Defendants and DOES 1-10, inclusive)**

15. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as though fully set forth herein.

16. Plaintiff entered into a contractual agreement with Defendants whereby the latter agreed to provide various services related to book writing, advertising, and printing. The contract explicitly guaranteed Plaintiff's satisfaction and provided for a full refund in the event that the services did not meet Plaintiff's expectations.

17. Plaintiff paid \$3,000 for book writing services, which were supposed to be delivered and completed by Defendants. However, Defendants failed to fulfill their obligations, necessitating Plaintiff to complete the work herself. Pursuant to the contract terms, Plaintiff is entitled to a full refund of \$3,000 for this service.

18. An additional \$6,000 was paid by Plaintiff for the Amazon Best Seller service, which has not yet commenced. Defendants' failure to initiate this service constitutes a breach of contract, entitling Plaintiff to a refund of \$6,000.

19. Similarly, Plaintiff paid \$1,000 for printing services, which was not delivered properly and completely. Defendant's failure to fulfill this aspect of the contract warrants a refund of \$1,000.

20. Plaintiff paid \$10,000 for a Time Square advertising campaign scheduled for May. However, Defendant's delay in completing the book resulted in the failure to perform

1 this service. This constitutes a material breach of contract, entitling Plaintiff to a refund of  
2 \$10,000.

3 21. Defendants breached the Contract by failing to provide satisfactory services  
4 and failing to provide the agreed-upon Time Square advertising services, despite Plaintiff's  
5 payment of the agreed price.

6 22. As a direct and proximate result of Defendant's breach, Plaintiff has suffered  
7 substantial damages and losses.

8 23. After Plaintiff complained, Defendants only refunded the former an amount  
9 of \$6,000.

## 10 **SECOND CAUSE OF ACTION**

### 11 **Breach of Implied Covenant of Good Faith and Fair Dealing** 12 **(Against Defendants and DOES 1-10, inclusive)**

13 24. Plaintiff incorporates by reference the preceding paragraphs of this  
14 Complaint as though fully set forth herein.

15 25. In addition to the explicit terms of the contract, there is an implied covenant  
16 of good faith and fair dealing inherent in every contract. Defendant's actions, including its  
17 failure to provide satisfactory services, delay in performance, and inadequate response to  
18 Plaintiff's concerns, demonstrate a breach of this implied covenant.

19 26. Defendants failed to deliver services that met Plaintiff's expectations, despite  
20 assurances of quality and satisfaction in the contract.

21 27. Defendant's delay in completing the book and providing it to Plaintiff resulted  
22 in the inability to execute the Time Square advertising campaign as agreed upon.

23 28. Plaintiff has suffered substantial business losses as a direct result of  
24 Defendant's breach of the implied covenant of good faith and fair dealing. These losses  
25 extend beyond mere dissatisfaction with the services rendered and encompass tangible  
26 financial losses to Plaintiff's business operations.

1           29. Defendant's response to Plaintiff's dissatisfaction and losses, is a refund  
2 amounting to \$6,000, which obviously falls short of the standards of good faith and fair  
3 dealing.

4           30. The breach of the implied covenant has not only resulted in a failure to fulfill  
5 contractual obligations but has also caused substantial harm and financial losses to  
6 Plaintiff's business, warranting appropriate compensation beyond mere contract refund.

7                                   **THIRD CAUSE OF ACTION**

8                                   **Breach of Implied Contract**

9                                   **(Against Defendants and DOES 1-10, inclusive)**

10           31. Plaintiff incorporates by reference the preceding paragraphs of this  
11 Complaint as though fully set forth herein.

12           32. In addition to the explicit terms outlined in the contract, there existed an  
13 implied agreement between Plaintiff and Defendants that the completion of the book would  
14 occur in a timely manner to coincide with the Time Square advertising campaign, as  
15 discussed and understood between the parties.

16           33. Plaintiff paid \$10,000 for Time Square advertising services, with the  
17 understanding that the completion of the book by May was essential for the effectiveness  
18 of the advertising campaign.

19           34. Defendant's failure to deliver the completed book until November constituted  
20 a breach of the implied agreement, rendering the Time Square advertising services useless  
21 and ineffective.

22           35. The delay in the publication of the book not only resulted in financial loss for  
23 Plaintiff in the form of the wasted advertising expenditure but also deprived her of the  
24 opportunity to capitalize on public interest in her story and potentially earn profits from  
25 timely publication.

26           36. Plaintiff suffered damages not only in monetary terms but also in the loss of  
27 potential profits and opportunities resulting from the delayed publication of the book.  
28

37. Defendant's breach of the implied agreement has caused direct and foreseeable harm to Plaintiff, beyond the scope of mere contractual damages.

38. Plaintiff seeks appropriate relief, including but not limited to compensatory damages for the financial losses incurred due to the delay in publication and the corresponding failure of the Time Square advertising campaign, as well as any other relief deemed just and equitable by the court.

#### **FOURTH CAUSE OF ACTION**

## Unjust Enrichment

**(Against Defendants and DOES 1-10, inclusive)**

39. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as though fully set forth herein.

40. Defendants received payments totaling \$20,000 from Plaintiff for services outlined in the contract. However, Defendants failed to adequately perform these services, breaching the contract and failing to provide the promised benefits to Plaintiff.

41. Defendants have been unjustly enriched at the expense of Plaintiff by retaining the amount of \$20,000 despite failing to deliver satisfactory services as agreed upon.

42. Defendants' retention of the said payment without providing the corresponding services or benefits constitutes unjust enrichment, as Defendant has received a benefit at Plaintiff's expense without lawful justification.

43. Plaintiff has suffered financial detriment as a direct result of Defendants' unjust enrichment, having paid for services that were either not delivered or were of unsatisfactory quality.

44. Defendants only refunded the Plaintiff an amount of \$6,000.

## DEMAND FOR JURY TRIAL

NOTICE IS GIVEN THAT Plaintiff demands a trial by jury on all issues triable in the above-entitled action.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff JACKIE BEARD ROBINSON prays for judgment against  
3 Defendants DAVID WILSON and DELTA GHOSTWRITING as to all causes of action, as  
4 follows:

- 5 1. For general damages, including but not limited to past and future pain and  
6 suffering, according to proof;  
7 2. For economic damages including but not limited to past and future loss of  
8 earnings and loss of opportunities, according to proof;  
9 3. For compensatory damages plus interest thereon at the legal rate;  
10 4. For pre-judgment interest;  
11 5. For attorneys' fees and costs of suit;  
12 6. For appropriate injunctive and declaratory relief; and  
13 7. For any further relief the Court may deem proper.

14  
15 Dated: March 6<sup>th</sup>, 2024

Respectfully Submitted,

16 **WEST THEMIS LAW, PC**

17  
18 By:  \_\_\_\_\_

19 Sally S. Chan, Esq.  
20 Karen K. Tso, Esq.  
21 Attorneys for Plaintiff  
22 JACKIE BEARD ROBINSON  
23  
24  
25  
26  
27  
28



# EXHIBIT A

### Contract of Order Terms and Conditions

Dear **Jackie Beard Robinson**,

Thank you for your interest in our Book Writing services. As discussed with you, **Delta Ghost Writers'** experts will be working on your book throughout the writing process.

We are working with PhD qualified ghostwriters and retired professors from various fields and we have the competency and skill to work on your book.

We will reserve a team of Bestseller Authors for your project to ensure quality deliverables:

- **Expert on your subject**
- **Editor & Proofreader**
- **Quality Assurance Expert**
- **Final Analysis Expert**

Your Book will be written from scratch based on your given ideas, details, recordings and research. We ensure you the book will be organized professionally according to your outline you have finalized. We will get the content approved from you then we compile the entire book together and get you all the formats such as PDF, MS word, print-ready file, etc. We will get the content approved from you prior to its publishing to make sure everything is in order. Your cover would be designed by us and also published on all platforms as per the below package

Your book of **250 to 300** pages will be written as per the international publishing standards. We will write the book chapter by chapter. You will receive a chapter wise delivery every **10 to 12 business days**

You are fully protected with money back rights. If the book is not written and edited based on your given details or ideas, you get your Money Back.

#### **We Guarantee:**

- **Free of Cost Unlimited Revisions**
- **100% Unique Content**
- **Money back guaranteed (If you are not satisfied with the work quality or the process).**

### Payment Details:

**Amount Payable: \$3000.00 (Three Thousand Dollars Only)**

### **PLATINUM PACKAGE: (For 250 to 300 Pages Book)**

- 1- The chief ghostwriter/editor will be a Bestseller Author.
  - 2- Procedure includes a detailed strategy building and implementing session.
  - 3- The team will consist of a chief editor who will provide editing and consultation throughout the planning and writing process.
  - 4- Our e-book publishing service will ensure to make your book accessible around the globe that hits the bestselling spots, bringing you in the potential bestselling author rankings.
  - 5- We assure you to publish your book on the most prominent and renowned platforms such as Amazon.com, Apple Bookstore, Google Bookstore, Barnes & Noble and Amazon Kindle.
- The above package includes the below services.

- **A dedicated team of expert will be assigned;**

5 team members will be dedicated on your project consisting of a Project Manager, a Published Writer, an Editor/Proofreader, a Graphic Designer, a Publisher. They will provide primary support throughout the process.

- **Planning and outlining your book;**

After the initial interview session, we will send you a scope of your book in which we will give you an idea about where we plan to start and end the story along with how we plan to divide the story into multiple chapters. You would be able to revise this outline as many times as you require before approving.

- **Ghostwriting original content based on interviews or research;**

The content written by the writer for your book will be 100% original and plagiarism free.

- **Developmental Editing; (Also called: conceptual editing or manuscript appraisal.)**

In this phase the editor work with author to resolve “big picture” issues in the manuscripts, including structure, form, plot, and character.

- **Evaluation Editing; (Also called: manuscript critique or structural edit.)**

In this phase the editor will read through the entire manuscript and provide thoughtful, in-depth feedback concerning elements such as plot, characterization, structure, consistency and style.

- **Content Editing; (Also called: substantive editing or full editing.)**

In this phase the editor will review content for flow, readability, and ease of understanding. It's at this stage in the process that you edit to lift content to a publishable standard.

### Payment Details:

**Amount Payable: \$3000.00 (Three Thousand Dollars Only)**

### **PLATINUM PACKAGE: (For 250 to 300 Pages Book)**

- 1- The chief ghostwriter/editor will be a Bestseller Author.
  - 2- Procedure includes a detailed strategy building and implementing session.
  - 3- The team will consist of a chief editor who will provide editing and consultation throughout the planning and writing process.
  - 4- Our e-book publishing service will ensure to make your book accessible around the globe that hits the bestselling spots, bringing you in the potential bestselling author rankings.
  - 5- We assure you to publish your book on the most prominent and renowned platforms such as Amazon.com, Apple Bookstore, Google Bookstore, Barnes & Noble and Amazon Kindle.
- The above package includes the below services.

- **A dedicated team of expert will be assigned;**

5 team members will be dedicated on your project consisting of a Project Manager, a Published Writer, an Editor/Proofreader, a Graphic Designer, a Publisher. They will provide primary support throughout the process.

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The content written by the writer for your book will be 100% original and plagiarism free.

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In this phase the editor will read through the entire manuscript and provide thoughtful, in-depth feedback concerning elements such as plot, characterization, structure, consistency and style.

- **Content Editing; (Also called: substantive editing or full editing.)**

In this phase the editor will review content for flow, readability, and ease of understanding. It's at this stage in the process that you edit to lift content to a publishable standard.

- **Line Editing; (Also called: stylistic edit or comprehensive edit.)**

In this phase the editor will aim to improve the clarity of the writing, examining the manuscript on a sentence level, providing suggestions for word choice, syntax, and tone to enhance the writing style and the overall effectiveness.

- **Copy Editing;**

In this phase the editor will make sure that the writing is accurate, clear and correct. It's the step that gets a text ready to publish. It involves most or all of the following: Checking the facts (names, dates, times, places, past events, etc.).

- **Proofreading;**

In this phase we will examine the writing carefully to find and correct typographical errors and mistakes in grammar, style, and spelling.

- **Pagination;**

In this phase we will add consecutive numbers to identify the sequential order of pages.

- **Formatting and typesetting for publishing;**

In this phase the book will be aligned and formatted as per the international publishing standards, where we determine the dimension of the book as per the guidelines of the online platforms.

- **Cover Art; (Front, back and spine)**

We will present you a brief form to fill in with your specification for the cover design. The graphic designer will present you a few different options to choose from for the front, back and spine of the book. You will unlimited revisions before finalizing.

- **E-book Publishing according to the package;**

In this phase we will create your account on the online publishing platforms and have the book published under your name with you being the sole author and publisher of the book. You will retain complete control of the accounts after the publishing process.

- **Publishing in different formats for your customers' ease;**

Your book will be available in all the versions such as EBook, paperback, hardcover with different prices set for them accordingly.

- **Access to an online portal;**

Right After you will proceed with your order, you will receive an invitation link to a platform called teamwork. On this platform you will be able to see the progress of the work, receive the drafts for each chapter, exchange ideas, give out revisions and will be connected with the entire team.

- **Unlimited Revisions;**

You will have unlimited revisions on every step of the process. We will only progress from one phase to the next with your approval.

- **Premium Support;**

We promise to provide premium support through out the process with fast responses, timely deliveries along with excellent customer support.

**Notes:**

- The online publishing platforms will take a 30% cut on each sale and in return will provide a "Print On Demand" option to your customer where the customer would bear the cost of printing and the platform would take care of the printing and delivery when an order is placed.
- The book would be available on the online platforms in 3 different formats such as EBook, paperback, hardcover.
- Our publishing team will do their research to find the competitive pricing options for your books and the pricing will be set accordingly for all 3 versions of the books. (EBook, paperback, hardcover etc.)

### Author's Introduction

All work provided by Delta Ghost Writers and/or prepared by the ghostwriter(s) employed by Delta Ghost Writers or its affiliates will be given promptly to **Jackie Beard Robinson** as her sole possession. **Jackie Beard Robinson** will retain all copyrights and other rights of authorship as the sole author of the work. **Jackie Beard Robinson** also retains the privilege of self-publishing the books and/or screenplay where ever and however she may so choose. All royalties after books sales will be **Jackie Beard Robinson's** sole possession and Delta ghostwriting does not hold the right to deduct any profits.

**Note:** After the payment is done you will get a teamwork invitation, once you accept that, you will be connected directly to the writer where you and the writer will be in constant communication throughout the process. You have to upload your documents, audios and speeches through the teamwork account.



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**David Wilson** (Promisor)  
DIRECTOR SALES

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**Jackie Beard Robinson** (Promisee)  
CLIENT

# EXHIBIT B

### [Contract of Order Terms and Conditions](#)

Dear **Jackie Beard Robinson**,

Thank you for your interest in our marketing services. As discussed with you, **Delta Ghost Writers'** experts will be working on the following services.

We will reserve a team of Best Marketing persons for your project to ensure quality deliverables:

- **Expert on Google Marketing**
- **Professional Developer**
- **Quality Assurance Expert**
- **Marketing Expert**
- 

### **Complete Package Details:**

Throughout the years we've helped many authors achieve Amazon bestselling status with their books. From non-fiction to fiction, we've got you covered with our Amazon Best Seller Campaigns. Like the USA Today and Wall Street Journal bestseller lists, the Amazon lists are based purely on sales, not popularity. So, becoming an Amazon bestselling author is all about driving book sales during a period of time.

We perform preliminary research on your book and its targeted categories. If we discover that your competition is too high, we may need to change the category in order to have a better chance of becoming an Amazon bestselling author.

We'll set a campaign start date.

We'll promote your book to large email subscriber lists during a 1–2-day period. Amazon updates their sales rankings hourly, unlike all the other big, national bestseller lists.

Once your book hits an Amazon Best Seller list, we'll take screenshots and send those to you as proof.

**Why Become an Amazon Best Seller?**

Sell more books.

Helps you promote future books, as you'll be able to market yourself as a bestselling author going forward.

Use the best-seller status to position yourself as an expert.

Enhance your credibility as an author.

Book more speaking gigs.

Land those high-paying clients.

Do you promote the eBook or paperback with your Best Seller Campaign?



Our Amazon Best Seller campaigns primarily target Kindle eBook sales. The reason: The email subscriber lists we leverage are comprised of consumers who have requested to receive offers for Kindle eBooks.

How much will I have to sell my Kindle eBook for?

We usually recommend retailing your Kindle book for \$0.99 to \$2.99 during the campaign in order to maximize the results.

Do you offer any sort of guarantee?

We guarantee that if we accept your book for this program, it will hit Top 20 on at least one Amazon category best-seller list as a result of our marketing efforts. We currently have a 100% success rate with these campaigns.

Can I expect any Amazon reviews?

While we don't guarantee a certain number of Amazon reviews during our Amazon Best Seller campaign, most of the books we promote with this campaign see new reviews posted on Amazon.

Top Book Review Companies:

1. Goodreads
2. Library Thing
3. Book Riot
4. Bookish
5. Booklist
6. Fantasy Book Review
7. Love Reading
8. Kirkus

These are the companies we will target for the reviews.

If you're a published author with Delta Ghostwriting, your book will be available at Amazon.com (through a product listing) as part of the publishing package you purchased. However, one often overlooked feature of Amazon.com is the option for each author to have his/her own separate Author Page at Amazon. When an Amazon visitor lands on your book's listing at Amazon, he can click the author's name and see the Author Page. The anatomy of an Author Page includes an author photo; author biography; bibliography information; a follow button (so Amazon customers can opt-in for updates about you); blog implementation; and a forum for customers to discuss you and your books and communicate directly with you through Amazon.

We will set up your official Author Page on your behalf and then optimize the page. After having back and forth discussion with the costing committee, for all the services mentioned above and discussed the One-Time payment that you have paid is \$6000 in total after applying all the discounts available.

Payment Details:

Amount Payable: \$6000.00 (Six Thousand Dollars Only)

*David Wilson*

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**David Wilson (Promisor)**

**DIRECTOR SALES**

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**Jackie Beard Robinson, (Promisee)**

**Client**

# EXHIBIT C



Billing Unit

**INVOICE #0389837**

E: billing@deltaghostwriting.com

P: 1-323-403-5464

W: www.deltaghostwriting.com

**Bill to:**

**Jackie Beard Robinson**

E: jackiewenka@yahoo.com

**TOTAL**

**\$1,000.00**

Delta Ghost Writing

Date: Nov 01, 2023

Description	Amount
Printing Services	\$1,000.00
	-----
	-----
	-----
	-----
	\$1,000.00

**THANK YOU FOR YOUR BUSINESS!**

**TOTAL AMOUNT CHARGED ON YOUR CARD \$1,000.00**

THIS TRANSACTION WILL APPEAR ON THE CREDIT CARD / BANK STATEMENT AS: DELTAGHOSTWRITING

Have a question or need help?

Email: billing@deltaghostwriting.com

Phone: 1-323-403-5464

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sally S. Chan / Karen K. Tso Bar #:258775 / 285369 West Themis Law, PC 2523 Huntington Drive, San Marino, CA 91108  TELEPHONE NO.: (626) 737-8585 FAX NO. (Optional): (626) 737-8528 E-MAIL ADDRESS (Optional): karen@wthemislaw.com ATTORNEY FOR (Name): Plaintiff JACKIE BEARD ROBINSON	<b>FOR COURT USE ONLY</b>  <b>Electronically FILED by</b> <b>Superior Court of California,</b> <b>County of Los Angeles</b> <b>3/28/2024 10:59 AM</b> <b>David W. Slayton,</b> <b>Executive Officer/Clerk of Court,</b> <b>By M. Mohammadi, Deputy Clerk</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 1725 Main Street MAILING ADDRESS: 1725 Main Street CITY AND ZIP CODE: Santa Monica, 90401 BRANCH NAME: Santa Monica Courthouse	
PLAINTIFF/PETITIONER: JACKIE BEARD ROBINSON, an individual DEFENDANT/RESPONDENT: DELTA GHOSTWRITING, an entity; et al.	CASE NUMBER: 24SMCV01086
<b>PROOF OF SERVICE OF SUMMONS</b>	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; Civil Case Cover Sheet Addendum and Statement of Location
3. a. Party served (specify name of party as shown on documents served):  
Delta Ghostwriting
- 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):  
Ramis (refused last name), Authorized Person to Accept. Race: Asian, Male, est. age 35-44, glasses: No, Black hair, 140 lbs to 160 lbs, 5' 6" to 5' 9"
4. Address where the party was served:  
1910 Pacific Avenue Suite, #8025, Dallas, TX 75201
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): March 26, 2024 (2) at (time): 5:16 pm
  - 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: JACKIE BEARD ROBINSON, an individual  
 DEFENDANT/RESPONDENT: DELTA GHOSTWRITING, an entity; et al.

CASE NUMBER:  
 24SMCV01086

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): (2) from (city):
- (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*): Delta Ghostwriting  
 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: John Enyimah
- b. Address: 2505 Spring Park Dr, Balch Springs, TX 75180
- c. Telephone number: +1 (571) 398-7756
- d. **The fee** for service was: \$ 95
- 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: 3/28/2024

John Enyimah

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

► John Enyimah

(SIGNATURE)

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS:  <b>Beverly Hills Courthouse</b>  <b>9355 Burton Way, Beverly Hills, CA 90210</b></p>	<p align="center"> <b>FILED</b>          Superior Court of California          County of Los Angeles  <b>03/08/2024</b>          David W. Slayton, Executive Officer / Clerk of Court          By: <u>          A. Ilieva          </u> Deputy       </p>
<p align="center"><b>NOTICE OF CASE ASSIGNMENT</b></p> <p align="center"><b>UNLIMITED CIVIL CASE</b></p>	
<p><b>Your case is assigned for all purposes to the judicial officer indicated below.</b></p>	<p>CASE NUMBER:  <b>24SMCV01086</b></p>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

By A. Ilieva, Deputy Clerk

**NOTICE OF CASE ASSIGNMENT – UNLIMITED CIVIL CASE**

## **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

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

### **APPLICATION**

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

### **PRIORITY OVER OTHER RULES**

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

### **CHALLENGE TO ASSIGNED JUDGE**

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

### **TIME STANDARDS**

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

### **COMPLAINTS**

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

### **CROSS-COMPLAINTS**

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

### **STATUS CONFERENCE**

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

### **FINAL STATUS CONFERENCE**

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

### **SANCTIONS**

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

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

### **Class Actions**

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

### **\*Provisionally Complex Cases**

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



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

**Civil Division**

West District, Beverly Hills Courthouse, Department 207

**24SMCV01086**

**JACKIE BEARD ROBINSON vs DELTA GHOSTWRITING,  
et al.**

June 24, 2024

1:52 PM

Judge: Honorable Michael E. Whitaker

Judicial Assistant: J. Young

Courtroom Assistant: P. Booker

CSR: None

ERM: None

Deputy Sheriff: None

---

**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

---

**NATURE OF PROCEEDINGS:** Court Order Re: Rescheduled Hearing

Department 207 will be dark on 07/09/2024.

On the Court's own motion, the Case Management Conference scheduled for 07/09/2024 is advanced to this date and continued to 08/06/24 at 08:30 AM in Department 207 at Beverly Hills Courthouse.

Counsel for Plaintiff is directed to give notice.

Certificate of Mailing is attached.

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p align="center">Reserved for Clerk's File Stamp</p> <p align="center"><b>FILED</b> Superior Court of California County of Los Angeles <b>06/24/2024</b> David W. Slayton, Executive Officer / Clerk of Court By: <u>          J. Young          </u> Deputy</p>
<p>COURTHOUSE ADDRESS: Beverly Hills Courthouse 9355 Burton Way, Beverly Hills, CA 90210</p>	
<p>PLAINTIFF/PETITIONER: Jackie Beard Robinson</p>	
<p>DEFENDANT/RESPONDENT: DELTA GHOSTWRITING, et al.</p>	<p>CASE NUMBER: 24SMCV01086</p>
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Rescheduled Hearing) of 06/24/2024 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Beverly Hills, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Karen K Tso  
West Themis Law, PC  
2523 Huntington Drive  
San Marino, CA 91108

Dated: 06/24/2024

David W. Slayton, Executive Officer / Clerk of Court  
By:           J. Young            
Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 258775 NAME: Sally S. Chan, Esq FIRM NAME: WEST THEMIS LAW, PC, STREET ADDRESS: 2523 Huntington Drive CITY: San Marino STATE: CA ZIP CODE: 91108 TELEPHONE NO.: (626) 737-8585 FAX NO.: (626) 737-8528 E-MAIL ADDRESS: info@wthemislaw.com ATTORNEY FOR (name): JACKIE BEARD ROBINSON	<b>FOR COURT USE ONLY</b>  <b>Electronically FILED by          Superior Court of California,          County of Los Angeles          7/05/2024 3:25 PM          David W. Slayton,          Executive Officer/Clerk of Court,          By K. Parenteau, Deputy Clerk</b>												
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 9355 Burton Way MAILING ADDRESS: 9355 Burton Way CITY AND ZIP CODE: Beverly Hills, CA 90210 BRANCH NAME: Beverly Hills Courthouse													
Plaintiff/Petitioner: JACKIE BEARD ROBINSON Defendant/Respondent: DAVID WILSON, DELTA GHOSTWRITING													
<table style="width: 100%;"> <tr> <td style="width: 20%;">REQUEST FOR (Application)</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 30%;">Entry of Default</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 30%;">Clerk's Judgment</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td><input type="checkbox"/></td> <td>Court Judgment</td> <td></td> <td></td> <td></td> </tr> </table>		REQUEST FOR (Application)	<input checked="" type="checkbox"/>	Entry of Default	<input type="checkbox"/>	Clerk's Judgment			<input type="checkbox"/>	Court Judgment			
REQUEST FOR (Application)	<input checked="" type="checkbox"/>	Entry of Default	<input type="checkbox"/>	Clerk's Judgment									
	<input type="checkbox"/>	Court Judgment											
CASE NUMBER: 24SMCV01086													
<b>Not for use in actions under the Fair Debt Buying Practices Act (Civ. Code, § 1788.50 et seq.); (see form CIV-105)</b>													

1. TO THE CLERK: On the complaint or cross-complaint filed
- on (date): March 8, 2024
  - by (name): JACKIE BEARD ROBINSON
  - ☒ Enter default of defendant (names):  
DAVID WILSON, DELTA GHOSTWRITING
  - ☐ I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):  
  
(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)
  - ☐ Enter clerk's judgment
    - ☐ for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)  
☐ Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.
    - ☐ under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
    - ☐ for default previously entered on (date):
2. **Judgment to be entered.**
- |                              | Amount | Credits acknowledged | Balance |
|------------------------------|--------|----------------------|---------|
| a. Demand of complaint ..... | \$     | \$                   | \$      |
| b. Statement of damages*     |        |                      |         |
| (1) Special .....            | \$     | \$                   | \$      |
| (2) General .....            | \$     | \$                   | \$      |
| c. Interest .....            | \$     | \$                   | \$      |
| d. Costs (see reverse) ..... | \$     | \$                   | \$      |
| e. Attorney fees .....       | \$     | \$                   | \$      |
| f. <b>TOTALS</b> .....       | \$     | \$                   | \$      |
- g. **Daily damages** were demanded in complaint at the rate of: \$ \_\_\_\_\_ per day beginning (date): \_\_\_\_\_  
 (\* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)
3. ☐ (Check if filed in an unlawful detainer case.) **Legal document assistant or unlawful detainer assistant** information is on the reverse (complete item 4).
- Date: July 3, 2024

Sally S. Chan, Esq.  
(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

**FOR COURT  
USE ONLY**

- (1) ☐ Default entered as requested on (date):  
 (2) ☒ Default NOT entered as requested (state reason):

No POS for David Wilson; Complete #5; # needs to indicate mailing

Clerk, by K. Parenteau

, Deputy

Page 1 of 3

Plaintiff/Petitioner: JACKIE BEARD ROBINSON  
 Defendant/Respondent: DAVID WILSON, DELTA GHOSTWRITING

CASE NUMBER:  
 24SMCV01086

4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant ☐ did ☐ did **not** for compensation give advice or assistance with this form. If declarant has received **any** help or advice for pay from a legal document assistant or unlawful detainer assistant, state:

- a. Assistant's name: c. Telephone no.:  
 b. Street address, city, and zip code: d. County of registration:  
 e. Registration no.:  
 f. Expires on (date):

5. ☐ **Declaration under Code Civ. Proc., § 585.5** (for entry of default under Code Civ. Proc., § 585(a)). This action

- a. ☐ is ☐ is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).  
 b. ☐ is ☐ is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).  
 c. ☐ is ☐ is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this *Request for Entry of Default* was

- a. ☒ **not mailed** to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):  
 DAVID WILSON, DELTA GHOSTWRITING  
 b. ☐ **mailed** first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:  
 (1) Mailed on (date): (2) To (specify names and addresses shown on the envelopes):

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.

Date: July 3, 2024

SALLY S. CHAN, ESQ.

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

7. **Memorandum of costs** (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees ..... \$  
 b. Process server's fees ..... \$  
 c. Other (specify): ..... \$  
 d. .... \$  
 e. **TOTAL** ..... \$ \_\_\_\_\_  
 f. ☐ Costs and disbursements are waived.  
 g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing item 7 is true and correct.

Date: July 3, 2024

SALLY S. CHAN, ESQ.

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

Plaintiff/Petitioner: JACKIE BEARD ROBINSON Defendant/Respondent: DAVID WILSON, DELTA GHOSTWRITING	CASE NUMBER: 24SMCV01086
---	-----------------------------

8. **Declaration of nonmilitary status** (required for a judgment).

No defendant/respondent named in item 1c is in the military service of the United States as defined by either the Servicemembers Civil Relief Act (see 50 U.S.C. § 3911(2)) or California Military and Veterans Code sections 400 and 402(f).

I know that no defendant/respondent named in item 1c is in the U.S. military service because (check all that apply):

- a. ☒ the search results that I received from <https://scra.dmdc.osd.mil/> say the defendant/respondent is not in the U.S. military service.
- b. ☐ I am in regular communication with the defendant/respondent and know that they are not in the U.S. military service.
- c. ☐ I recently contacted the defendant/respondent, and they told me that they are not in the U.S. military service.
- d. ☐ I know that the defendant/respondent was discharged from U.S. military service on or about (date):
- e. ☐ the defendant/respondent is not eligible to serve in the U.S. military because they are:  
☐ incarcerated ☐ a business entity
- f. ☐ other (specify):

**Note**

- U.S. military status can be checked online at <https://scra.dmdc.osd.mil/>.
- If the defendant/respondent is in the military service, or their military status is unknown, the defendant/respondent is entitled to certain rights and protections under federal and state law before a default judgment can be entered.
- For more information, see <https://selfhelp.courts.ca.gov/military-defaults>.

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

Date: July 3, 2024

SALLY S. CHAN, ESQ.

(TYPE OR PRINT NAME)

  
(SIGNATURE OF DECLARANT)

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

<b>COURTHOUSE ADDRESS:</b> Beverly Hills Courthouse 9355 Burton Way, Beverly Hills, CA 90210		<b>CASE NUMBER:</b> 24SMCV01086
<b>PLAINTIFF:</b> Jackie Beard Robinson		
<b>DEFENDANT:</b> DELTA GHOSTWRITING, et al.		<b>DEPARTMENT/UNIT</b> 207
<b>NOTICE OF REJECTION DEFAULT/CLERK'S JUDGMENT</b>		<b>TELEPHONE NUMBER</b>

Your Request for Entry of Default and/or Clerk's Judgment, Judicial Council form CIV-100, submitted on 07/05/2024 is rejected for the following reason(s):

**Request for Entry of Default**

DELTA GHOSTWRITING

\*Other - Proof of Service needed for David Wilson; Complete #5; #6 needs address as address given in Proof of Service.

DAVID WILSON

\*Other - Proof of Service needed for David Wilson; Complete #5; #6 needs address as address given in Proof of Service.

Please return: ☒ a new Request for Entry of Default form. ☒ additional document(s) required to process your request.

When you respond to this Notice of Rejection, include a stamped, self-addressed return envelope, DO NOT include more than one copy of any document to be conformed. **Include a copy of this form when you return your documents.**

David W. Slayton, Executive Officer / Clerk of Court

Dated: 07/08/2024

By: JTI EFM

Deputy Clerk

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p align="center">Reserved for Clerk's File Stamp</p> <p align="center"><b>FILED</b> Superior Court of California County of Los Angeles <b>07/08/2024</b> David W. Slayton, Executive Officer / Clerk of Court By: <u>          J. EFM          </u> Deputy</p>
<p>COURTHOUSE ADDRESS: Beverly Hills Courthouse 9355 Burton Way, Beverly Hills, CA 90210</p>	
<p>PLAINTIFF/PETITIONER: Jackie Beard Robinson</p>	
<p>DEFENDANT/RESPONDENT: DELTA GHOSTWRITING, et al.</p>	<p>CASE NUMBER: 24SMCV01086</p>
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Rejection Default/Clerk's Judgment upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Beverly Hills, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Karen K Tso  
West Themis Law, PC  
2523 Huntington Drive  
San Marino, CA 91108

Dated: 07/8/2024

David W. Slayton, Executive Officer / Clerk of Court  
By:   J. EFM    
Deputy Clerk