

90001 PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Adam Rose (SBN 210880) Law Office of Robert Starr 23277 Ventura Blvd. Woodland Hills, CA 91364 TELEPHONE NO: (818) 225-9040 FAX NO (Optional): (818) 225-9042 E-MAIL ADDRESS (Optional): starrlawadam@yahoo.com ATTORNEY FOR (Name): Plaintiff Anthony Franco	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT AUG 03 2007 JOHN A. CLARKE, CLERK BY: EDUARDO CHANES, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central	BY: <i>D. 24</i> <i>ROBERT L. HESS</i> <i>assigned to Judge</i>
PLAINTIFF: Anthony Franco DEFENDANT: Liberty Entertainment, Inc., Toni Braxton, and X DOES 1 TO 25	CASE NUMBER: BC375361
CONTRACT <input type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded does not exceed \$10,000 exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint from limited to unlimited from unlimited to limited	

1. Plaintiff* (name or names): Anthony Franco
 alleges causes of action against defendant* (name or names): Liberty Entertainment, Inc., Toni Braxton, and Does 1 to 25
2. This pleading, including attachments and exhibits, consists of the following number of pages: 4
3. a. Each plaintiff named above is a competent adult
 except plaintiff (name):
 (1) a corporation qualified to do business in California
 (2) an unincorporated entity (describe):
 (3) other (specify):
 b. Plaintiff (name):
 a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 b. has complied with all licensing requirements as a licensed (specify):
 c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
 except defendant (name): Liberty Entertainment, Inc.
 (1) a business organization, form unknown
 (2) a corporation
 (3) an unincorporated entity (describe):
 (4) a public entity (describe):
 (5) other (specify):
 except defendant (name):
 (1) a business organization, form unknown
 (2) a corporation
 (3) an unincorporated entity (describe):
 (4) a public entity (describe):
 (5) other (specify):

CIT/CASE: BC75361 LEA/CFR:
 RECEIPT #: C218031801:
 DATE PAID: 08/06/07 09:27:21 AM
 PAYMENT: \$320.00
 RECEIVED:
 CHECK: 320.00
 CASH:
 CHANGE:
 CASH:

SHORT TITLE: Franco v. Liberty

CASE NUMBER:

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): 1-25 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 1-25 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 352 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

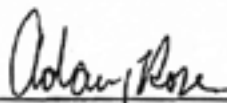
- a. damages of: \$ 15,000.00
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): 0.00 percent per year from (date):
- c. attorney's fees
- (1) of: \$ 0.00
- (2) according to proof.
- d. other (specify):
Treble damages pursuant to Civil Code section 1719.

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: August 2, 2007

Adam Rose (SBN 210880)

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: Franco v. Liberty

CASE NUMBER:

CAUSE OF ACTION—Breach of Contract

First

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Anthony Franco

alleges that on or about (date): June 6, 2006

a written oral other (specify):

agreement was made between (name parties to agreement): Plaintiff Anthony Franco and Defendants Liberty Entertainment and Toni Braxton

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

Plaintiff Franco contracted with Defendant Liberty and Defendant Braxton to design the entire wardrobe and costumes for Defendant Braxton's Las Vegas show. Defendants were to pay Plaintiff Franco \$35,000 for all his work. Plaintiff Franco prepared all the requested designs for the defendants. Defendants wrote a check to Plaintiff Franco that had insufficient funds. Defendants subsequently put a stop payment on the check. A copy of the check is attached as Exhibit A. Defendants eventually paid Plaintiff Franco \$20,000, but there is a \$15,000 balance.

BC-2. On or about (date): 8/4/06

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts

(specify): Placing a stop payment on Plaintiff Franco's check and writing a check with insufficient funds. Although defendants paid Plaintiff Franco \$20,000, there is still a \$15,000 owed to Plaintiff Franco for his work.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement as stated in Attachment BC-4 as follows (specify): Defendants still owe Plaintiff Franco \$15,000 for his work.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ 0.00 according to proof.

BC-6. Other: Plaintiff is also entitled to treble damages pursuant to Civil Code section 1719 since the check was

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Second CAUSE OF ACTION—Common Counts

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): Anthony Franco

alleges that defendant (name): Liberty Entertainment, Inc., Toni Braxton, and Does 1 to 25

became indebted to plaintiff other (name):

a. within the last four years

- (1) on an open book account for money due.
- (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

b. within the last two years four years

- (1) for money had and received by defendant for the use and benefit of plaintiff.
- (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff
 - the sum of \$ 35,000.00
 - the reasonable value.
- (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$ 0.00
 - the reasonable value.
- (4) for money lent by plaintiff to defendant at defendant's request.
- (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
- (6) other (specify): Although defendants paid Plaintiff Franco \$20,000, there is still a balance of \$15,000 owed for Plaintiff's work.

CC-2. \$ 15,000.00, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of _____ percent per year from (date)

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ 0.00 according to proof.

CC-4. Other: Plaintiff Franco is entitled to treble damages pursuant to Civil Code section 1719 since Defendants wrote a check with insufficient funds.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print name, State Bar number, and address):
 Adam Rose (SBN 210880)
 Law Office of Robert Starr
 23277 Ventura Blvd.
 Woodland Hills, CA 91364

TELEPHONE NO.: (818) 225-9040 FAX NO.: (818) 225-9042
 ATTORNEY FOR (Party): starrlawadam@yahoo.com

FOR COURT USE ONLY
FILED
 LOS ANGELES SUPERIOR COURT
 AUG 03 2007
 JOHN A. CLARKE, CLERK
 BY: *[Signature]*
 RODRIGO CHANES, DEPUTY

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

CASE NAME: Franco v. Liberty

CIVIL CASE COVER SHEET

<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
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CASE NUMBER: **BC375361**
 JUDGE:
 DEPT:

Items 1-5 below must be completed (see instructions on page 2).

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

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

a. Large number of separately represented parties	d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence	f. Substantial postjudgment judicial supervision

3. Type of remedies sought (check all that apply):
 a. monetary b. nonmonetary, declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):
 5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
 Date: August 2, 2007
 Adam Rose (SBN 210880)

[Signature]
 (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 complex case, this cover sheet will be used for statistical purposes only.