

ORIGINAL

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LOS ANGELES SUPERIOR COURT

SEP 17 2007

JOHN A. CLARKE, CLERK

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9 BRIAN L. SCHALL

Case assigned *D. 23*
to Judge *TALIA ANN BIGELOW*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

10
11 BRIAN L. SCHALL,

12 Plaintiff,

13 vs.

14 VANESSA HUDGENS and DOES 1 through 50,
15

16 Defendants,
17

Case No. **BC377648**

COMPLAINT FOR DAMAGES:

1. BREACH OF WRITTEN CONTRACT;
2. ACCOUNT STATED; AND
3. UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

Walsorth,
Franklin,
Bevins &
McCall, LLP

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COMPLAINT FOR DAMAGES

1 Plaintiff Brian L. Schall alleges as follows:
2 1. Perhaps Vanessa Hudgens, the star of Disney's High School Musical and its sequel,
3 needs to go back to school to learn a very basic lesson in contractual obligations. If you ask a
4 lawyer to work for you, sign a contract engaging that lawyer to work for you, promise to pay that
5 lawyer for legal services to be rendered to you, and then receive the benefits of those legal services,
6 you are -- no matter how talented and successful you may be -- supposed to pay the lawyer for his
7 work. Unfortunately, Hudgens must have skipped that class and has refused to pay her
8 entertainment lawyer, Brian L. Schall, over \$150,000 in fees owed for contracts that have earned
9 Hudgens over \$5 million. Mr. Schall has, therefore, been forced to bring this action to recover the
10 money owed to him and promised to him, but not paid.

11 THE PARTIES

12 2. Brian L. Schall is an individual and is now, and at all times mentioned in this
13 complaint was, a resident of Los Angeles County, California. Defendant Vanessa Hudgens is an
14 individual and is now, and at all times mentioned in this complaint was, a resident of Los Angeles
15 County, California. The wrongful conduct complained of herein occurred in the County of Los
16 Angeles.

17 3. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
18 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
19 Plaintiff will amend this Complaint to allege their true names and capacities when they are
20 ascertained.

21 4. Plaintiff is informed and believes, and thereon alleges that, at all times herein
22 mentioned, each of the defendants sued herein was the agent and employee of each of the
23 remaining defendants and was at all times acting within the purpose and scope of such agency and
24 employment.

25 JURISDICTION AND VENUE

26 5. The Court has personal jurisdiction over the defendants because they are residents of
27 and/or doing business in the State of California.

28

Witness:
Printed Name:
Printed Title:
Printed Date:
Printed Signature:

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1 6. Venue is proper in this county in accordance with Section 395(a) of the California
2 Code of Civil Procedure because the defendants reside in this county, and the events alleged herein
3 occurred in this county.

4 **FIRST CAUSE OF ACTION**

5 **(Breach of Written Contract Against All Defendant Vanessa Hudgens)**

6 7 Mr. Schall incorporates the allegations in paragraphs 1 through 6 above as if fully
7 set forth herein.

8 8 On or about October 1, 2005, Schall and Hudgens entered into a written contract for
9 legal services (the "Contract"), a copy of which is attached hereto as Exhibit A. Schall and
10 Hudgens entered into the Contract in Los Angeles, California

11 9 Pursuant to the Contract, Schall agreed to provide professional legal services to
12 Hudgens and Hudgens agreed to pay Schall as follows:

- 13 a) five percent (5%) of the "gross compensation" (as hereinafter
14 defined) earned and/or paid to you or on your behalf while we
15 represent you; and
16 b) five percent (5%) of the gross compensation earned and/or paid to
17 you or on your behalf at any time after you or we terminate our
18 representation of you if such compensation is earned by you while
19 we represent you or within twelve (12) months after the termination
20 of our representation under agreements negotiated or entered into
21 during the time we represent you.

22 10. Pursuant to the Contract, Schall rendered legal services to Hudgens and advanced
23 costs and expenses on behalf of Hudgens in connection with Hudgens' activities as a songwriter
24 and recording and performing artist in the entertainment industry.

25 11. Hudgens has paid some, but not all, of the money owed to Schall for legal services.
26 The unpaid principal balance due for those services is at least \$150,000. Hudgens breached the
27 Contract by refusing to pay the \$150,000, together with interest thereon, that remains due and
28 owing.

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Berger &
McCull LLP
Attorneys at Law

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COMPLAINT FOR DAMAGES:

1 12. Schall has fully performed all acts, services, and conditions required by the Contract
2 to be performed on its part, save and except any that have been excused by reason of Hudgens'
3 conduct.

4 13. Schall has demanded that Hudgens pay the money owed, but Hudgens has stated she
5 will not pay the amount owed.

6 14. As a proximate result of Hudgens' breach of Contract, Schall has suffered and will
7 continue to suffer damages in an amount according to proof, but no less than \$150,000, together
8 with interest thereon.

9 **SECOND CAUSE OF ACTION**

10 **(Account Stated Against Defendant Vanessa Hudgens and Does 1 through 50)**

11 15. Schall incorporates the allegations in paragraphs 1 through 14 above as if fully set
12 forth herein.

13 16. For the last two years, Schall has performed legal services for Hudgens at Hudgens'
14 request.

15 17. An account was stated in writing by and between Schall and Hudgens and, on the
16 statement, and unpaid balance of at least \$150,000 was found due from Hudgens to Schall.

17 18. Hudgens has not paid the whole or any part of that sum, although Schall has
18 demanded payment, and there is now due and unpaid from Hudgens to Schall the sum of at least
19 \$150,000, together with interest thereon.

20 **THIRD CAUSE OF ACTION**

21 **(For Unjust Enrichment Against Vanessa Hudgens and DOES 1-50)**

22 19. Schall incorporates paragraphs 1 through 18 above, as though set forth in full herein.

23 20. By allowing Schall to perform legal services for her, Hudgens received the benefits
24 of his work, including the drafting and negotiation of contracts which helped her earn over \$5
million. Schall performed this work based on Hudgens' representations that she would compensate
him as agreed under the agreement between the parties.

25 21. Schall has performed all conditions, covenants, and promises required by him on his
26 part to be performed in accordance with the terms and conditions of contract, except those items

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COMPLAINT FOR DAMAGES:

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1 which he has been precluded or excused from performing as a result of the actions and omissions
2 of Hudgens, and each of them. Hudgens will be unjustly enriched if she is allowed to retain the
3 benefits of Schall's legal services without compensating Schall as agreed.

4 PRAYER FOR RELIEF

5 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 6 1. For damages according to proof, but not less than \$150,000, together with interest
7 thereon;
8 2. For prejudgment interest as permitted by law;
9 3. For attorneys' fees; and
10 4. For such other and further relief as the court may deem proper.

11 Dated: September 17, 2007

WALSWORTH, FRANKLIN, BEVINS & McCALL, LLP

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13 By: Hayes Michel

Hayes F. Michel
Attorneys for Plaintiff

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COMPLAINT FOR DAMAGES:

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DEMAND FOR JURY TRIAL

Plaintiff Brian L. Schall hereby demands a jury trial.

Dated: September 17, 2007

WALSWORTH, FRANKLIN, BEVINS & McCALL, LLP

By: Hayes F. Michel
Hayes F. Michel
Attorneys for Plaintiff



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COMPLAINT FOR DAMAGES: