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FILED
Los Angeles Superior Court

FEB 20 2009

John A. Clarke, Executive Officer/Clerk
By Berthny Swain, Deputy

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

DAVENPORT LYONS, a partnership,
Plaintiff,

v.

LAVELL CRUMP, pka David Banner, an
individual, and DOES 1 through 10,
inclusive,
Defendants.

CASE NO.

BC408597

COMPLAINT FOR DAMAGES:

1. BREACH OF ORAL CONTRACT;
2. ACCOUNT STATED;
3. OPEN BOOK ACCOUNT

Plaintiff Davenport Lyons ("plaintiff"), for its complaint against defendants, and each of them, alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is, and during all material times has been, a partnership, organized and existing under the laws of England and Wales. During all such material times, plaintiff engaged in the law through its partners and associates from offices located in London and New York.
2. Defendant Lavell Crump ("defendant") is an individual residing in Los Angeles County, California. Defendant is a musical recording artist, and during all material times, performed as Banner.
3. Plaintiff is informed and believes and, based upon such information and belief alleges, that DOES 1 through 10 are, and during all material times were, individuals, corporations, partnerships,

1 or other business entities, which were and are legally responsible and liable for the acts and events
2 referred to in this complaint.

3 4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1
4 through 10, inclusive, and therefore sues said defendants under such fictitious names. Plaintiff will seek
5 leave to amend this complaint to allege their true names and capacities when the same have been
6 ascertained.

7 5. Plaintiff is informed and believes and, based upon such information and belief alleges,
8 that defendants, and each of them, were the alter egos, agents, employees, partners, joint-venturers, co-
9 conspirators, owners, principals, and employers of the remaining defendants, and each of them, and are,
10 and at all times herein mentioned were, acting within the course and scope of that agency, employment,
11 partnership, conspiracy, ownership, or joint venture. Plaintiff is further informed and believes and,
12 based upon such information and belief, alleges that the acts and conduct herein alleged of each such
13 defendant were known to, authorized by, and/or ratified by the other defendants, and each of them.

14
15 FIRST CAUSE OF ACTION

16 (For Breach of Oral Contract - Against All Defendants)

17 6. Plaintiff repeats and incorporates by this reference, the allegations set forth in paragraphs
18 1 through 5 above.

19 7. In or about late 2001, plaintiff and defendants entered into an oral agreement pursuant to
20 which plaintiff agreed to perform professional services for and on behalf of defendant Crump. Crump
21 was living in Mississippi at the time and the lawyers who eventually provided services pursuant to the
22 engagement agreement were officed in London and New York. The material terms of that agreement
23 were the following:

24 a. Plaintiff was to perform legal and other professional services for defendants in
25 connection with various transactions, engagements and agreements as and when requested to do so by
26 defendants;

27 b. Defendants were to pay plaintiff a specified fee for those legal and other
28 professional services on a "per transaction" basis. In other words, plaintiff agreed to charge defendants a

1 "flat fee" for its services in connection with the various transactions and defendants agreed to pay that
2 fee or direct others to pay that fee on their behalf.

3 c. The agreement was terminable at will by either party, upon reasonable notice.

4 8. Plaintiff performed all the covenants, conditions, and obligations that were required on its
5 part to be performed under that engagement agreement, except insofar as such performance was waived,
6 prevented, or excused by defendants' acts or omissions. Specifically, plaintiff rendered the requested
7 services on approximately 15 separate matters and transactions, billed defendants for the services
8 rendered on those matters, and was paid the billed amounts.

9 9. Within the applicable limitations period, defendants, and each of them, have materially
10 breached the engagement agreement by, among other things, failing and refusing to pay to plaintiff the
11 following amounts, which plaintiff charged defendants for the legal and other professional services
12 covered by the specified invoices, each of which was rendered to defendants:

13 Date	Invoice No.	Amount
14 October 10, 2003	103531	\$1,250.
15 October 10, 2003	103532	\$2,000.
16 February 10, 2004	105518	\$1,500.
17 August 9, 2004	108819	\$1,000.
18 August 9, 2004	108822	\$500.
19 December 21, 2004	111017	\$10,750.
20 November 10, 2005	117254	\$18,750.
21 July 12, 2006	122349	\$7,930.

22 10. Notwithstanding numerous requests by plaintiff that they do so, in material breach of the
23 engagement agreement, defendants, and each of them, have refused and failed to pay said amounts, or
24 any of them.

25 11. As a direct and proximate result of the aforementioned material breaches by defendants,
26 as alleged above, plaintiff has been damaged in an amount that, including costs and prejudgment interest
27 at the legal rate under applicable law, exceeds the jurisdictional minimum of this Court. Plaintiff will
28 seek leave of court to amend this complaint to state the precise amount of its damages as and when that

1 amount is ascertained.

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3 **SECOND CAUSE OF ACTION**

4 **(Account Stated - Against All Defendants)**

5 12. Plaintiff repeats and incorporates herein by this reference, each of the allegations set
6 forth in paragraphs 1 through 11 above.

7 13. At various times between October 2003 and July 2006, at London, England, an account
8 was stated in writing by and between plaintiff and defendants, consisting of the following items as
9 reflected in the invoices rendered by plaintiff to defendants as of the following dates:

10 Date	Invoice No.	Amount
11 October 10, 2003	103531	\$1,250.
12 October 10, 2003	103532	\$2,000.
13 February 10, 2004	105518	\$1,500.
14 August 9, 2004	108819	\$1,000.
15 August 9, 2004	108822	\$500.
16 December 21, 2004	111017	\$10,750.
17 November 10, 2005	117254	\$18,750.
18 July 12, 2006	122349	\$7,930.

19 The specified balances were found due to plaintiff from defendants on said dates. True and correct
20 copies of the invoices are attached hereto as Exhibits 1 through 8, and are incorporated herein by this
21 reference. Defendants did not deny that they owed the amounts stated on said invoices at the time they
22 were rendered.

23 14. Although demanded by plaintiff from defendants, neither all nor any part of the agreed
24 amounts have been paid.

25 15. There is now due, owing, and unpaid from defendants to plaintiff the total sum of
26 \$43,680, together with prejudgment interest thereon at the legal rate of interest under the applicable law
27 from and after the dates of each of the items constituting the account stated.

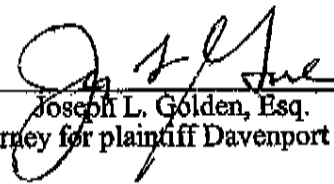
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6. For such other and further relief as the Court deems just and proper.

DATED: February 26, 2009

JOSEPH L. GOLDEN, ESQ.
LAW OFFICE OF JOSEPH L. GOLDEN

By: 
Joseph L. Golden, Esq.
Attorney for plaintiff Davenport Lyons