



1                   3. Plaintiff is unaware of the true names, capacities, and liabilities of the  
2 Defendants sued herein as DOES 1 through 100, inclusive. When their true names,  
3 capacities, and liabilities have been ascertained, Plaintiff will seek leave of court to amend  
4 this complaint by alleging such information. Plaintiff is informed and believes and thereon  
5 alleges that each of the fictitiously named Defendants is responsible in some manner for the  
6 occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately  
7 caused by those Defendants. Each reference in this complaint to "Defendant," "Defendants,"  
8 or a specifically named Defendant, refers also to all Defendants sued under fictitious names.

9                   4. Plaintiff is informed and believes and based thereon alleges that at all times  
10 mentioned herein, each of the Defendants was the agent and employee of each of the  
11 remaining Defendants, and in doing the things hereinafter alleged, was acting within the  
12 course and scope of that agency or employment.

13                   **FIRST CAUSE OF ACTION**

14                   **(Breach of Written Contract)**

15                   5. Plaintiff repeats and realleges the allegations previously set forth in  
16 Paragraphs 1 through 4, inclusive, and incorporates the same herein by this reference thereto,  
17 as though fully hereinafter set forth at length.

18                   6. On or about March 27, 2008, at 1000 Elysian Park Avenue, Los Angeles,  
19 California, Plaintiff and Defendants, and each of them, entered into a written agreement,  
20 entitled "Dodger Tickets LLC Dugout Club Premium Seating License Agreement" ("the  
21 agreement"). Pursuant to the terms of the agreement, Defendants, and each of them, for full  
22 and adequate consideration, agreed to purchase 3 "Dugout Club Seats" for all baseball games  
23 played at Dodger Stadium during the three baseball seasons in 2008, 2009 and 2010.  
24 Defendants, and each of them, agreed to pay the sum of \$90,000 for the 3 "Dugout Seats" for  
25 the 2008 baseball season, with an annual increase per seat of 3% for the 2009 and 2010  
26 baseball seasons.

27                   7. Plaintiff has performed all obligations imposed upon it by the agreement.

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8. Defendants, and each of them, breached the agreement by failing, neglecting, and refusing to pay the sum of \$95,400 for the 2010 baseball season.


9. As a result of Defendants' breach of the agreement, Plaintiff has been damaged in the sum of \$95,400.

10. On or about April 20, 2010, Plaintiff gave written notice to Defendants, and each of them, that the agreement was cancelled for nonpayment.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 1. For damages in the sum of \$95,400;
- 2. For interest on said damages at the maximum rate permitted by law from April 20, 2010;
- 3. For costs of suit incurred herein; and
- 4. For such other and further relief as the court may deem just and proper.

DATED: May 19, 2010

By   
Jerome M. Jackson  
Attorney for Plaintiff  
DODGER TICKETS LLC