

**FILED**  
Los Angeles Superior Court

AUG 23 2010

John A. Clarke, Executive Officer/Clerk  
By *[Signature]*, Deputy  
DOROTHY SWAIN

Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BC444240

SHARK KID ENTERTAINMENT, a  
California corporation; TAYLOR  
LAUTNER, an individual,

CASE NO. \_\_\_\_\_

COMPLAINT FOR

Plaintiffs,

1. BREACH OF CONTRACT
2. FRAUD

v.

McMAHON'S RV, an unknown business  
entity; and DOES 1-10, inclusive.

Defendants.



1. Defendant McMAHON'S RV ("McMahon's") is and was at all times relevant a business entity, the precise form of which is presently unknown but believed to be a corporation, duly authorized to and transacting business as a retailer of RV vehicles, with its principal place of business in Irvine, California.

2. Plaintiff SHARK KID ENTERTAINMENT ("SKE") is now and was relevant a corporation duly formed and existing under and by virtue of the laws of the State of California, with its principal place of business in Los Angeles County, engaged in an entertainment business as a "loan-out" company that provides the professional services of Plaintiff TAYLOR LAUTNER, who at all times mentioned was and is a resident of Los Angeles, California and an actor.

SEE: BC44240 LEH DEFEN  
RECEIVED #: CH11978840  
DATE PAID: 08/25/10 2:55:01 PM  
PAYMENT: \$55.00  
RECEIVED: 0310  
CASH: 0355.00  
CHARGE CARD:

Case assigned to Judge: *[Signature]*

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1 3. Taylor Lautner's father, Dan Lautner, is and was at all times relevant SKE's and  
2 Taylor Lautner's duly authorized agent and representative in the business dealings with  
3 Defendant McMahon's that are the subject of the within action. At all relevant times, Defendant  
4 McMahon's and each and all of those agents, representatives and/or employees of McMahon's  
5 who had business dealings with Dan Lautner, were aware of Dan Lautner's capacity as  
6 authorized agent and representative for SKE and Taylor Lautner.

7 4. The true names and capacities of the Defendants designated herein as DOES  
8 1 through 10, inclusive, are presently unknown to Plaintiffs who therefore sue said Defendants  
9 by such fictitious names. Plaintiffs will amend this Complaint to allege said DOE Defendants'  
10 true names and capacities when ascertained. Plaintiffs allege, on information and belief, that  
11 each of the Defendants designated as a DOE herein is in some manner responsible for the  
12 events and occurrences herein described, and legally and proximately caused injury and  
13 damages to Plaintiffs as alleged herein. Hereafter, all references to Defendant McMahon's  
14 shall be deemed to also refer to DOES 1 through 10, inclusive.

15 5. Starting in or about May of 2010, Dan Lautner and McMahon's commenced  
16 negotiations regarding SKE's purchase of a 2006 Affinity Country Coach RV (the "Subject RV")  
17 by SKE and Taylor Lautner

18 6. During the course of such negotiations, Dan Lautner and McMahon's reached  
19 agreement on McMahon's causing certain improvements to be made to the Subject RV to  
20 make it appropriate for Taylor Lautner's use as his "personal trailer" on movie shoots and on  
21 the price to be paid by SKE to McMahon's to purchase the Subject RV once so improved.

22 7. Last, but most important, Dan Lautner made clear to McMahon's that the fully  
23 improved Subject RV had to be delivered to SKE no later than June 21, 2010. The reason,  
24 Dan Lautner explained to McMahon's, was that the Subject RV purchase was intended to  
25 provide SKE and Taylor Lautner an alternative to having a trailer rented by the producers of  
26 Taylor Lautner's new film project for use by Taylor as his dressing room. If the RV was  
27 available on June 21<sup>st</sup>, it could be used for such project and the producers would not need to  
28 rent a trailer. In such circumstances, the producers agreed to pay to SKE and/or Taylor

1 Lautner the sum of \$3,000 weekly. Therefore, failure to have the RV fully improved and  
2 delivered on or before June 21, 2010 was critical to Plaintiffs and without same Plaintiffs would  
3 sustain containing and substantial damages, including but not limited the loss of use and  
4 revenue they were to receive from the Producers of Taylor's current film in the amount of  
5 \$3,000 per week. McMahon was fully aware that Plaintiffs had another source from which to  
6 purchase a similar RV that was suitable for Plaintiffs purposes, and which would be available  
7 by June 21, 2010 but advised Plaintiffs that they would perform timely and that Plaintiffs  
8 should forsake the other source. But for McMahon's representations as heretofore stated,  
9 Plaintiffs would not have entered into the contract for the purchase of the RV from McMahon.

10 8. McMahon's, through its authorized agents, confirmed McMahon's previous  
11 agreement to all the aforesaid terms of sale and assured and confirmed to Dan Lautner on or  
12 about June 7, 2010 that the fully improved RV would be delivered to SKE not later than June  
13 21, 2010 and at the agreed-upon price.

14 9. In reasonable reliance on McMahon's aforesaid assurances, agreements and  
15 promises, and in view of the McMahon's agreement on price for the Subject RV, that it would  
16 be improved as agreed for the price and that the RV would be delivered in a safe and operative  
17 condition not later than June 21, 2010, the parties entered into a contract for the purchase and  
18 sale of the Subject RV. Said agreement is reflected in the parties' written Retail Installment  
19 Sale Contract and the parties' emails which confirm the aforesaid oral agreements.

20 10. Despite its aforesaid assurances, promises and agreements, and notwithstanding  
21 express confirmation of same by Adam Goldberg of McMahon's, McMahon's failed to timely  
22 complete the contracted-for improvements to the Subject RV and further, failed to deliver the  
23 Subject RV to SKE in a safe and operative condition as scheduled on June 21, 2010. In fact,  
24 when McMahon ultimately delivered the RV, same had multiple safety related problems.

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1 **FIRST CAUSE OF ACTION**

2 **Breach of Contract**

3 11. Plaintiffs repeat and reallege each and all of the allegations of paragraphs 1  
4 through 10, inclusive of this Complaint as though same were set forth herein at length.

5 12. Plaintiffs duly performed all obligations on their part to be performed pursuant to  
6 said contract with McMahon's except as same was waived or excused.

7 13. By virtue of the foregoing facts, McMahon's materially breached its contract for  
8 the timely delivery of the fully improved Subject RV, and said breach will continue until the fully  
9 improved Subject RV is delivered to SKE.

10 14. By virtue of the facts hereinabove alleged, Plaintiff Taylor Lautner was an  
11 intended third party beneficiary of the subject contract between SKE and McMahon's.

12 15. As a direct and proximate result of McMahon's contract breach, both SKE and  
13 third party beneficiary Taylor Lautner have been damaged and continue to be damaged as they  
14 did not timely receive delivery of the fully improved Subject RV. As a result, SKE and Taylor  
15 Lautner were deprived of the said \$3,000 weekly payment they would otherwise have received.

16 16. Moreover, by reason of McMahon's breach, SKE and Taylor Lautner also  
17 sustained further and other damages, including without limitation, expense for Taylor Lautner's  
18 travel to the new film project (had the Subject RV been timely delivered, he would have taken  
19 it to the new project), and expenses in connection with driving the Subject RV from the delivery  
20 point to the new project, among other things.

21 17. Further, by reason of McMahon's breach, SKE and Taylor Lautner were deprived  
22 of the use and occupancy of the Subject RV, which was preferable to any rented substitute RV,  
23 resulting in displeasure, annoyance and emotional distress to Taylor Lautner.

24 18. Plaintiffs are not certain at this time of the exact amount of their aforescribed  
25 contract breach damages, but on information and belief allege same to exceed the jurisdictional  
26 minimum of this Court. When same has been ascertained, Plaintiffs will seek leave to amend  
27 this Complaint accordingly, or will establish the amount of their damages by proof in Court.

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1 19. Despite Plaintiffs' best efforts to resolve the above claim amicably, and by  
2 deduction of Plaintiffs' losses from the purchase price for the Subject RV, Defendant  
3 McMahon's has refused such resolution. Consequently, Plaintiffs had no option to vindicate  
4 their rights and recover their damages other than by filing the instant action.

5 20. Under California law, the terms of the parties' Retail Installment Sale Contract  
6 provide that the prevailing party in any claim of breach of the subject purchase contract is  
7 entitled to recover its reasonable attorneys' fees and court costs from the losing party. Plaintiffs  
8 have incurred and will continue to incur fees and costs in their prosecution of their claims of  
9 breach and accordingly allege entitlement to recover their attorneys' fees and costs from  
10 McMahon's in such sum as will be established in Court.

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12 **SECOND CAUSE OF ACTION**

13 **Fraud**

14 21. Plaintiffs repeat and reallege each and all of the allegations of paragraphs 1  
15 through 10 and 12 through 20, inclusive of this Complaint as though same were set forth hereat  
16 at length.

17 22. In making the aforesaid promises, assurances and agreements, McMahon's  
18 intended that Plaintiffs rely thereon and agree to purchase the Subject RV rather than shop  
19 elsewhere for a suitable RV that could have been timely delivered.

20 23. Plaintiffs are informed and believe and thereon allege that Defendant McMahon's  
21 made the aforesaid promises, assurances and agreements to the effect that it would fully  
22 complete improvement of the Subject RV and deliver same to SKE out of state no later than  
23 June 21, 2010, without any intention of performing same. Plaintiffs allege that McMahon's  
24 made said promises, assurances and agreements without even having first obtained  
25 guarantees from the vendors it intended to engage to complete the improvements that their  
26 work would be completed in time to effect delivery as promised on June 21, 2010. Moreover,

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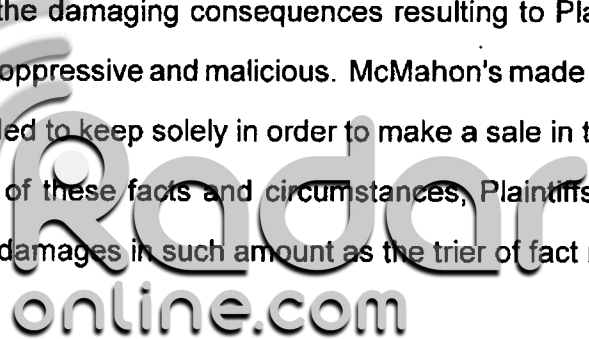
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1 Plaintiffs are informed and believe and thereon allege that McMahon's failed to monitor the  
2 improvements to be made by its vendors so that McMahon's only first found out on June 21,  
3 2010 that the improvements had not been completed as of that date and were anticipated to  
4 take at least several more weeks to complete.

5 24. By virtue of McMahon's fraudulent making of promises, assurances and  
6 agreements it had no intention of performing and which it did not perform, Plaintiffs were  
7 significantly damaged and have sustained and continue to sustain financial injury.

8 25. By virtue of McMahon's fraudulent conduct, Plaintiff Taylor Lautner further  
9 suffered damages of emotional distress, annoyance and the loss of use and occupancy of the  
10 Subject RV.

11 26. McMahon's above-described conduct was undertaken with reckless disregard for  
12 Plaintiffs' interests and the damaging consequences resulting to Plaintiffs therefrom. Such  
13 conduct was fraudulent, oppressive and malicious. McMahon's made promises it knew it could  
14 not keep or never intended to keep solely in order to make a sale in the approximate amount  
15 of \$300,000. By virtue of these facts and circumstances, Plaintiffs are entitled to recover  
16 punitive and exemplary damages in such amount as the trier of fact may determine.



17  
18 WHEREFORE, Plaintiffs pray for Judgment against Defendants and each of them as  
19 follows:

20 On the First Cause of Action

- 21 1. For damages according to proof at trial.

22 On the Second Cause of Action

- 23 2. For damages according to proof at trial.  
24 3. For punitive damages according to proof.

25 On All Causes of Action

- 26 4. For attorneys' fees and costs of suit.  
27 5. For such other and further relief as the Court may deem just and appropriate.

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1 Dated: August 23, 2010

ROSOFF, SCHIFFRES & BARTA

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