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LOS ANGELES SUPERIOR COURT

MAR 04 2008

JOHN A. CLARKE, CLERK

BY RUGENA LOPEZ, DEPUTY

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ORIGINAL

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

BC386629

10 **BOB RUBIN**, an individual,

11 **Plaintiffs,**

12 **v.**

13 **JOHN SCHNEIDER**, an individual; **ROB**
14 **SCHNEIDER**, an individual, and **DOES 1-**
15 **100, Inclusive;**

16 **Defendants.**

Case No.

COMPLAINT FOR:

- 1. **BREACH OF CONTRACT**
- 2. **BREACH OF CONTRACT**
- 3. **RESCISSION**
- 4. **BREACH OF FIDUCIARY DUTY**
- 5. **PROMISSORY FRAUD**
- 6. **UNJUST ENRICHMENT**

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18
19 Plaintiff alleges as follows:

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21 **PARTIES**

- 22 1. At all times mentioned herein, Plaintiff Bob Rubin was an individual residing in
23 Los Angeles County, State of California.
- 24 2. At all times mentioned herein, Defendant John Schneider was an individual residing in
25 Los Angeles County, State of California.
- 26 3. At all times mentioned herein, Defendant Rob Schneider was an individual residing in
27 Los Angeles County, State of California.

C17/CASE: BC386629 LEA/REG#:
 RECEIPT #: CH77728031
 DATE PAID: 03/04/08 03:57 PM
 PAYMENT: \$320.00
 RECEIVED:
 CHECK: 320.00
 CASH:
 CHANGE:
 CARD:

1 4. Plaintiff is unaware of the true names and capacities of the defendants sued herein as
2 DOES 1 through 50, inclusive, and for that reason, sues such defendant under such fictitious names.
3 Plaintiff is informed and believe and based thereon allege that such fictitiously named defendants are
4 responsible in some manner for the occurrences herein alleged, and that plaintiff's damages as herein
5 alleged were proximately caused by the conduct of said defendants. Plaintiff will seek to amend the
6 complaint when the names and capacities of such fictitiously named defendants are ascertained. As
7 alleged herein, defendants shall mean all named defendants and all fictitiously named defendants.

9 5. Plaintiff is informed and believe and based thereon allege that defendants at all times
10 relative to this action, were the agents, servants, partners, joint venturers and employees of each of the
11 other defendants and in doing the acts alleged herein were acting with the knowledge and consent of each
12 of the other defendants in this action. Alternatively, at all times mentioned herein, each of the defendants
13 conspired with each other to commit the wrongful acts complained of herein. Although not all of the
14 defendants committed all of the acts of the conspiracy or were members of the conspiracy at all times
15 during its existence, each defendant knowingly performed one or more acts in direct furtherance of the
16 objectives of the conspiracy. Therefore, each defendant is liable for the acts of all of the other
17 conspirators.
18

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20 **GENERAL FACTUAL ALLEGATIONS**

21 6. In or about late January 2007, Plaintiff was contacted by a friend, Joe Bretz, who was
22 coming down from San Francisco to Los Angeles with new business associates and wanted Plaintiff to
23 "hook him up" with some of Plaintiff's celebrity friends. Thereafter, Plaintiff decided that he would
24 arrange for Bretz to meet with his friends of over 23 years, John Schneider (hereafter "J.Schneider") and
25 his brother, Rob Schneider (hereafter "R.Schneider"); R. Schneider is a well-known actor/comedian who
26 has starred in films such as "The Hot Chick," "Deuce Bigalow," and "The Animal."
27

28 7. In or about early February 2007, Plaintiff invited J. Schneider and R. Schneider to dinner

1 and drinks at the House of Blues on Sunset to meet with him and Bretz. Plaintiff first met with Bretz at
2 the Hyatt Hotel's lounge, right across the street from the House of Blues. Plaintiff was introduced to
3 Bretz's business partner, "Blackie"; there were also three to four other people from the Bay area with
4 Bretz and Blackie. Plaintiff, Bretz, and Blackie then went across the street to the House of Blues, where J.
5 Schneider met them for dinner and drinks.

6
7 8. Thereafter, Bretz, plaintiff, and J. Schneider stayed in continuous contact in order to work
8 out a deal to finance R. Schneider's next film, tentatively entitled "The Chosen One." During this time, J.
9 Schneider was constantly taking plaintiff out to lunch and dinner and telling plaintiff how much money he
10 was going to get for making this \$8million dollar deal happen. During this time, plaintiff specifically told
11 J. Schneider that he wanted a 3% finders fee. J. Schneider responded, "Sure, no problem man. I'm going
12 to take care of you." In addition, during this time, J. Schneider told plaintiff things like "Thanks for
13 helping make my brother's dream come true" "Now you're going to have breathing room; you'll be able
14 to sit back and just focus on you comedy with no worries, just like Rob [Schneider]." Having known J.
15 Schneider and R. Schneider for over 23 years, plaintiff trusted J. Schneider's word; plaintiff never
16 requested that they memorialize their agreement in writing.

17
18 9. Shortly thereafter, in or about March 2007, plaintiff met up with J. Schneider and J.
19 Schneider's family at a restaurant in Los Angeles called, "Whispers." Patty Schneider, J. Schneider's
20 wife, approached plaintiff, shook his hand, and told him, "Congratulations." Plaintiff asked, "What for?";
21 Mrs. Schneider replied, "The deal!" J. Schneider also approached plaintiff, all smiles, shook plaintiff's
22 hand and told plaintiff how plaintiff's life was going to change, that this was only the beginning. J.
23 Schneider pointed out the window of the restaurant toward a fancy Italian sports car stating, "Someday
24 you can buy me one of those as thanks." J. Schneider then informed plaintiff he was only going to receive
25 1% of the deal, but that was still \$80,000; J. Schneider represented that he had tried to get plaintiff 2%.
26 Plaintiff was not happy to hear this news, given the prior agreement he had made with J. Schneider;
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1 plaintiff believed he was stuck with this deal because he hadn't gotten a written contract, which J.
2 Schneider also reminded him of. Plaintiff begrudgingly agreed to same, **as long as the money was paid**
3 **immediately.**

4 11. From mid-March to mid-April, plaintiff had only received a few hundred dollars of the
5 \$80,000 J. Schneider had represented he was going to receive. During this time J. Schneider talked about
6 managing plaintiff, hooking plaintiff up with a big time manager who handled successful "red neck"
7 comics like Jeff Foxworthy and Larry the Cable Guy, all of which never came to fruition.
8

9 12. In or about mid-April, during a visit to the production office for the Schneiders new movie
10 entitled, "The Chosen One," plaintiff encountered Bretz giving cash to J. Schneider. At that time, plaintiff
11 asked Bretz for some money to purchase a lap top computer; plaintiff was given \$1,100 in cash.
12 Thereafter, Bretz gave plaintiff an additional \$1,000 for car repairs. At this time J. Schneider did not offer
13 plaintiff any additional monies, and instead made statements to plaintiff to just "hang in there buddy, ya
14 know I love you," etc.
15

16 13. Finally, in or about late May, plaintiff asked J. Schneider where the rest of his money was.
17 J. Schneider responded that he had spoken to R. Schneider, and that in two weeks he was going to give
18 plaintiff \$25,000, and a week after that another \$20,000, for a total of \$45,000. Instead of receiving these
19 two cash payments as promised, at a meeting at the Wilshire offices during production of "The Chosen
20 One," J. Schneider handed plaintiff a manila envelope with only \$2,000 cash. Thereafter, plaintiff
21 received an additional \$2,000 in cash again, instead of the second \$20,000 cash payment.
22

23 14. J. Schneider continued to represent that he was going to get plaintiff parts in movies;
24 specifically a part in a movie a friend of J. Schneider's was producing and a co-starring role in another
25 movie he was producing, all of which never came to fruition.
26

27 15. In or about June 2007, plaintiff met with Bretz, J. Schneider, R. Schneider and legendary
28 television game show host Wink Martindale, at the Polo Lounge at the Beverly Hills Hotel, for lunch.

1 Plaintiff began telling Wink about some ideas he had for infomercial parodies. R. Schneider began talking
2 about how plaintiff's life was about to change "big time," referring to how he and J. Schneider were
3 going to launch plaintiff's comedy career into stardom. Wink inquired as to whether plaintiff was going
4 to be able to handle it. Another time at dinner in Hollywood, R. Schneider had made similar remarks, that
5 "[Plaintiff's] life was about to change for the better," again referring to the success that plaintiff was
6 going to enjoy from the Schneiders involvement in his comedy career.

7
8 16. Thereafter, R. Schneider told plaintiff that he was going to direct and produce the "Bob
9 Rubin television show." Plaintiff, however, was skeptical given J. Schneider's and R. Schneider's
10 conduct in following through on their promise to pay him the 1% finders fee immediately.

11
12 17. On August 30, 2007, J. Schneider gave plaintiff a check for \$1000. Two weeks later,
13 plaintiff received a check for \$1,300 from J. Schneider. At that time, plaintiff finally told J. Schneider
14 how he felt about how J. Schneider had strung him along over the last six months, that he felt taken
15 advantage of, and was tired of fighting to get money he was rightfully due. Prior thereto, J. Schneider had
16 told plaintiff that if he needed some money to get it from Bretz; plaintiff however, was clear that his
17 finders fee had nothing to do with Bretz, that was their deal. J. Schneider asked plaintiff to be
18 sympathetic, that all of the money for the movie hadn't come in yet. Despite J. Schneider's request for
19 sympathy, the same day he gave plaintiff the \$1,300 check, plaintiff and J. Schneider were at a store
20 located on Melrose, where J. Schneider purchased a pair of shoes for \$1,400.

21
22 19. On September 25, 2007, plaintiff met with Bretz and R. Schneider in San Francisco;
23 plaintiff's friend Jim Cornett was also present. Plaintiff informed R. Schneider that he was still owed
24 approximately \$60,000 for the unilaterally lowered finder's fee that plaintiff had reluctantly agreed to
25 after the fact, on the condition that the money be paid immediately, and that he wanted his money now. In
26 addition, plaintiff pointed out to R. Schneider that it was not the first time that the Schneiders had made
27 promises and representations and never followed through.
28

1 20. At the end of plaintiff and R. Schneider's conversation on September 25, 2007, R.
2 Schneider told plaintiff that he would get plaintiff \$10,000 immediately, and make good on the rest of the
3 money as soon as he could. Up until that point, plaintiff had received from J. Schneider approximately
4 \$16,000 in cash and checks. Plaintiff informed R. Schneider that he felt he was owed at least \$60,000.
5 Plaintiff told R. Schneider that they both knew that 1% wasn't right to begin with, since J. Schneider had
6 previously agreed to the 3% fee plaintiff requested, so R. Schneider could at least take care of that in
7 order to be done with the whole deal.

9 21. The next day, September 26, 2007, plaintiff called R. Schneider and was informed by R.
10 Schneider that "I think the Schneider brothers have done pretty well for Bob Rubin over the years." R.
11 Schneider completely disregarded what they had discussed the night before, so plaintiff reiterated their
12 conversation, and reminded R. Schneider that plaintiff had hooked up the deal that got R. Schneider the
13 \$8 million dollars (now \$9.5 million) for the movie R. Schneider really wanted to get done, and which he
14 didn't even bother to put plaintiff in. R. Schneider said he'd get plaintiff the \$10,000 the next day.
15 However, plaintiff did not hear back from R. Schneider or J. Schneider.

17 22. Plaintiff called R. Schneider every day for over a week. R. Schneider finally left plaintiff a
18 voice message stating that he wasn't ignoring plaintiff, the he was just too busy working to get back to
19 plaintiff. In addition, R. Schneider went off about the amount plaintiff said he and J. Schneider owed
20 plaintiff, asking plaintiff how he came up with \$60,000. Plaintiff became thoroughly fed up with the back
21 and forth over monies that should have been paid to him eight months prior.

23 23. On October 11, 2007, plaintiff spoke with Jeff Wald ("Wald") of Jeff Wald Entertainment,
24 who plaintiff had known for approximately 10 years, a "super manager" who had handled clients such as
25 Sylvester Stalone, the Eagles, Mike Tyson, and Roseanne, and who created the reality show entitled, "The
26 Contender." Plaintiff discussed his situation with R. Schneider and J. Schneider, and Wald offered to help
27 out by calling J. Schneider on Plaintiff's behalf. Wald was essentially told by J. Schneider to "Go fly a
28

1 kite!" Thereafter, J. Schneider left Plaintiff a message stating, "Bob, this is John, Did you just have
2 somebody call me to shake me down? That is so wrong." Plaintiff called J. Schneider back and left J.
3 Schneider a message stating that J. Schneider was being over dramatic, that Wald was only trying to
4 assist plaintiff in collecting his finder's fee. Plaintiff has not heard from either J. Schneider or R.
5 Schneider since leaving this message on October 11, 2007 .

6
7 24. The following day, October 12, 2007, J. Schneider called Larry Stull. Mr. Stull informed
8 plaintiff that J. Schneider "couldn't" believe" plaintiff would have someone call him about the finder's
9 fee because he and plaintiff had been friends so long, and that since plaintiff had insulted him, he did not
10 have to contact plaintiff anymore.

11 25. In or about late October/ early November 2007, plaintiff spoke with Bretz, who informed
12 plaintiff that he had now invested approximately \$9.5 million, that no one was happy with the movie, and
13 there was a lot that needed to be reshot.
14

15 FIRST CAUSE OF ACTION

16 (Breach of Oral Contract)

17 26. Plaintiff repeats and realleges the allegations of Paragraphs 1-25 above, as fully set forth
18 herein.
19

20 27. In or about February 2007, plaintiff and defendants entered into an oral agreement. The
21 agreement was for a three percent (3%) "finder's fee" for plaintiff's role in obtaining what ultimately
22 became \$9.5 million dollars in financing for defendants' new movie.

23 28. Plaintiff performed all terms and conditions of said agreement, except to the extent that his
24 performance was waived, prevented or excused by the acts, conduct and/or omissions of defendants.
25

26 29. Defendants have materially breached said agreement by failing to pay plaintiffs the monies
27 that have been due and payable.

28 30. As a result of the foregoing, plaintiff has been damaged in an amount according to proof in

1 excess of \$270,000.00.

2 SECOND CAUSE OF ACTION

3 (Breach of Second Oral Contract- pleaded in the alternative to the First Cause of Action)

4 31. Plaintiff repeats and realleges the allegations of Paragraphs 1-30 above, as fully set forth
5 herein.

6 32. In or about February 2007, plaintiff and defendants entered into a second oral agreement
7 with respect to the finders fee plaintiff was to receive. The second agreement was for a one percent (1%)
8 "finders fee" for plaintiff's role in obtaining what ultimately became \$9.5 million dollars in financing for
9 defendants' new movie, conditioned on the fact it would be paid immediately.
10

11 33. Plaintiff performed all terms and conditions of said agreement, except to the extent that his
12 performance was waived, prevented or excused by the acts, conduct and/or omissions of defendants.
13

14 34. Defendants have materially breached said agreement by failing to pay plaintiffs the monies
15 he is due in a timely manner, or otherwise.

16 35. As a result of the foregoing, and in the alternative to plaintiff's first cause of action for
17 breach of the original agreement for a three percent (3%) finders fee, plaintiff has been damaged by
18 defendants breach of the second oral agreement, in an amount according to proof in excess of \$80,000.00.
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20 THIRD CAUSE OF ACTION

21 (Rescission -pleaded in the alternative to the Second Cause of Action)

22 36. Plaintiff repeats and realleges the allegations of Paragraphs 1-35 above, as fully set forth
23 herein.

24 37. In or about February 2007, plaintiff and defendants entered into the second oral agreement
25 for the one percent (1%) "finders fee," for plaintiff's role in obtaining the \$9.5 million dollars in
26 financing for defendants' new movie, conditioned on same being paid immediately.
27

28 38. Plaintiff's acceptance of said agreement was procured by defendants' false representations

1 that they would pay the one percent (1%) finders fee immediately.

2 39. By virtue of serving the instant complaint on defendants, plaintiff has notified defendants
3 of his election to rescind the one percent (1%) finders fee agreement. In addition, plaintiff hereby offers to
4 restore the monies received thus far in order to restore the status quo and seek rescission.

5 40. As a result of the foregoing, and in the alternative to plaintiff's second cause of action for
6 a breach of the oral agreement, plaintiff hereby rescinds said agreement pursuant to C.C.P. Section 1689
7 (b)(1) &(2), based upon a lack of consideration, a failure of consideration, fraud, duress, and a failure of a
8 condition precedent.
9

10 FOURTH CAUSE OF ACTION

11 (Breach of Fiduciary Duty)

12 41. Plaintiff repeats and realleges the allegations of Paragraphs 1-40 above, as fully set forth
13 herein.
14

15 42. Based upon the longstanding friendship between the parties, plaintiff reposed trust and
16 confidence in defendants. In addition, plaintiff was a partner with defendants in securing the financing for
17 defendants' new movie.

18 43. By virtue thereof, defendants owed a fiduciary duty to plaintiff.

19 44. Defendants breached said fiduciary duty by engaging in the acts and omissions alleged
20 hereinabove in paragraphs 7 to 25, and 47-50.
21

22 45. As a result of the foregoing, plaintiff has been damaged in an amount according to proof in
23 excess of \$270,000.

24 46. In doing the acts alleged hereinabove, defendants acted with malice, fraud and oppression,
25 entitling the plaintiff to punitive and exemplary damages.
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1
2 FIFTH CAUSE OF ACTION

3 (Promissory Fraud)

4 47. Plaintiff repeats and realleges the allegations of Paragraphs 1-46 above, as fully set forth
5 herein.

6
7 48. In or about February of 2007, defendants orally represented that they would pay plaintiff a
8 three (3%) finders fee for his role in assisting them in obtaining financing.

9 49. The true facts are that defendants never intended to pay plaintiff said finder's fee.

10 50. Defendants oral misrepresentations were made with the intent to induce plaintiff into
11 assisting them in securing the \$9.5 million in financing, and plaintiff, unaware of defendants' true
12 intentions, detrimentally relied thereon, and did successfully assist in securing said financing. Plaintiff's
13 detrimental reliance on defendants misrepresentations was reasonable given the length of their
14 relationship and the fact that if they did receive said financing they would have the ability to pay plaintiff
15 said finder's fee.
16

17 51. As a direct and proximate result of defendants' misrepresentations, acts, and omissions,
18 plaintiff has suffered general and special damages in an amount to be proven at trial, but which exceeds
19 \$270,000.
20

21 52. Based upon the aforementioned fraud, plaintiff is entitled to punitive and exemplary
22 damages.

23 SIXTH CAUSE OF ACTION

24 (Unjust Enrichment)

25
26 53. Plaintiff incorporates by reference paragraphs 1-52 as though fully set forth herein.

27 54. Defendants have retained monies expressly promised to be paid to Plaintiff, even after
28 multiple misrepresentations that payment of same would be forthcoming.

1 55. Defendants unjustly received the foregoing benefits, and have refused, and continue to
2 refuse, to restore in whole or in part these benefits to plaintiffs.

3 56. Plaintiffs are informed and believe and thereon allege that the value of the benefits
4 conferred by plaintiffs exceeds \$270,000.
5

6 ON THE FIRST CAUSE OF ACTION
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- 8 1. For damages in an amount according to proof in excess of \$270,000;
9 2. For punitive and exemplary damages according to proof at trial;

10 ON THE SECOND CAUSE OF ACTION
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- 12 3. For damages in an amount according to proof in excess of \$80,000;
13 4. For punitive and exemplary damages according to proof at trial;

14 ON THE THIRD CAUSE OF ACTION
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- 16 5. For rescission of the oral agreement for the one percent (1%) finders fee;

17 ON THE FOURTH CAUSE OF ACTION
18

- 19 6. For damages in an amount according to proof in excess of \$270,000;

20 ON THE FIFTH CAUSE OF ACTION
21

- 22 7. For damages in an amount according to proof in excess of \$270,000;
23 8. For punitive and exemplary damages according to proof at trial

24 ON THE SIXTH CAUSE OF ACTION
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- 26 9. For damages in an amount according to proof in excess of \$270,000;
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ON ALL CAUSES OF ACTION

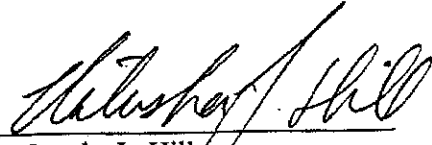
- 10. For reasonable attorneys fees;
- 11. For interest and costs of suit;
- 12. For such other relief as is just and proper.

Respectfully submitted,

LOWE LAW, P.C.

Date: February 15, 2008

By:


Natasha L. Hill
Attorney for Plaintiff