

Case assigned to Judge [Signature]

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FILED
LOS ANGELES SUPERIOR COURT

JUL 22 2008
JOHN A. CLARKE, CLERK
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BC394881

11 LONDON & CO., LLP, a)
California limited liability)
12 partnership,)
13 Plaintiff,)
14 vs.)
15 COURTNEY LOVE, an individual;)
THE END OF MUSIC, LLC, a)
16 California limited liability)
company; and DOES 1 through)
17 25, inclusive,)
18 Defendants.)

Case No.
COMPLAINT FOR BREACH OF ORAL
CONTRACT AND COMMON COUNTS

21 Plaintiff London & Co., LLP ("London"), for its
22 Complaint against defendants Courtney Love; The End of Music,
23 LLC; and Does 1 through 25, inclusive, and each of them,
24 alleges:

25 1. Plaintiff London is a California limited
26 liability partnership with its principal place of business in
27 the County of Los Angeles, State of California. London provides
28 accounting and business management services to clients in the

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1 entertainment and other industries.

2 2. Defendant Courtney Love ("Love") is an individual
3 who resides in the County of Los Angeles, State of California.
4 Love is an entertainer and also the widow of Kurt Cobain
5 ("Cobain"), formerly of the musical group Nirvana.

6 3. Defendant The End of Music, LLC ("EOM") is a
7 California limited liability company engaged in exploiting
8 intellectual property associated with Cobain and Nirvana,
9 including publishing rights in Nirvana's music. Defendant Love
10 is the manager and a principal member of defendant EOM.

11 4. Plaintiff London is presently unaware of the true
12 names or capacities of the defendants sued herein as Does 1
13 through 25, inclusive, and therefore sues the said defendants by
14 such fictitious names. London is informed and believes, and
15 based thereon alleges, that each of the fictitiously-named
16 defendants is responsible in some manner for the occurrences
17 alleged herein and that London's injuries were proximately
18 caused thereby. London will amend this Complaint to allege the
19 true names and capacities of the defendants sued herein as Does
20 1 through 25, inclusive, when the same are ascertained.

21 5. Plaintiff London is informed and believes and
22 based thereon alleges that, at all times herein mentioned, each
23 of the defendants was the agent and employee of each of the
24 remaining defendants and, in doing the things hereinafter
25 alleged, was acting within the course and scope of said agency.

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1 FIRST CAUSE OF ACTION

2 (Against All Defendants for Breach of Oral Contract)

3 6. Plaintiff London repeats and realleges each and
4 every allegation contained in paragraphs 1 through 5 hereof as
5 if such allegations were fully set forth.

6 7. In 2003, plaintiff London was retained by
7 defendant Love, on behalf of herself and EOM, to provide
8 business management services. From the beginning, it was agreed
9 that London would be compensated by receiving five percent of
10 the revenues received by Love and/or EOM against a monthly
11 retainer of \$25,000. Although at various times modifications
12 were made in the fee arrangement for specific transactions and
13 as an accommodation to the state of Love's liquidity, the basic
14 fee arrangement remained unchanged throughout the contractual
15 relationship.

16 8. In mid-2007, Love and EOM sold a portion of the
17 writer's share of the Nirvana publishing catalogue for a total
18 price of \$19,500,000. In accordance with the agreement between
19 London, Love and EOM, London was entitled to receive five
20 percent of the gross sale amount, or \$975,000.

21 9. London has performed each and every act it was
22 obligated to perform pursuant to the agreement, except to the
23 extent that London's performance has been excused or rendered
24 impossible by defendants, and each of them.

25 10. Defendants Love and EOM have breached the said
26 agreement by failing and refusing to pay to London its five
27 percent of the proceeds from the Nirvana catalogue sales
28 transaction, or any amount.

1 11. As a direct and proximate consequence of the
2 breach of the said agreement by defendants Love and EOM, London
3 has been damaged in the principal amount of \$975,000, plus
4 interest thereon from July 2007, when the said amount became due
5 and owing.

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7 SECOND CAUSE OF ACTION

8 (Against All Defendants for Common Counts)

9 12. Plaintiff London repeats and realleges each and
10 every allegation contained in paragraphs 1 through 11 hereof as
11 if such allegations were fully set forth.

12 13. Within the last two years, defendants, and each
13 of them, have become indebted to London for business management
14 services rendered on behalf of defendants, and each of them, for
15 which defendants, and each of them, promised to pay plaintiff
16 London the reasonable value, which in this case is \$975,000.

17 14. As a direct and proximate consequence, London has
18 been damaged in the principal amount of \$975,000, plus interest
19 thereon from July 2007, when the said amount became due and
20 owing.

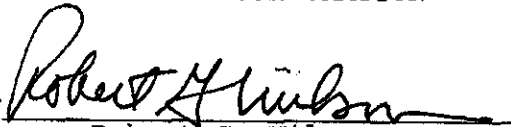
21
22 WHEREFORE, plaintiff London prays for judgment against
23 defendants, and each of them, as follows:

- 24 (1) On the First Cause of Action that
25 defendants, and each of them, pay to
26 London the principal sum of \$975,000,
27 plus interest at the legal rate from
28 July 2007;

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- (2) On the Second Cause of Action that defendants, and each of them, pay to London the principal sum of \$975,000, plus interest at the legal rate from July 2007;
- (3) For London's costs of suit incurred herein; and
- (4) For such other and further relief as the Court may deem just and proper in the premises.

COTKIN & COLLINS
A PROFESSIONAL CORPORATION

BY 
Robert G. Wilson

Attorneys for Plaintiff
London & Co., LLP

Dated: July 22, 2008