

**FILED**  
LOS ANGELES SUPERIOR COURT

OCT 08 2008

JOHN A. CLARKE, CLERK  
*Andre Williams*  
BY ANDRE WILLIAMS, DEPUTY

INITIAL CASE MANAGEMENT REVIEW  
AND CONFERENCE  
JAN 27 2009

1 MARTIN D. SINGER (BAR NO. 78166)  
2 BRIAN G. WOLF (BAR NO. 135257)  
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11 Attorneys for Plaintiff RITA WILSON

Judge Joseph S. Biderman

Dept- K 830am

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES - WEST DISTRICT

14 RITA WILSON, an individual, )  
15 )  
16 Plaintiff, )  
17 )  
18 v. )  
19 MELISSA PEARL, an individual; PHIL )  
20 CUSHWAY, an individual; and DOES 1 )  
21 through 10, inclusive, )  
22 Defendants. )

23 CASE NO. SC100110  
24 COMPLAINT FOR DECLARATORY  
25 RELIEF

26 90067 Ad 30  
27 32000

28 Plaintiff RITA WILSON ("Plaintiff") alleges as follows:

SUMMARY OF THE ACTION

1. By this action, Plaintiff seeks a determination of the parties' obligations, if any, under a purported oral agreement by Plaintiff to purchase a Beatles poster from defendants. A representative on behalf of Plaintiff contacted defendant Melissa Pearl, who is allegedly an art broker specializing in the sale of posters, to buy a Beatles poster. Pearl represented that she was the sales agent on behalf of defendant Phil Cushway, and that she could broker the sale of a vintage 1962 poster of the Beatles from Cushway to Plaintiff for the price of \$75,000. In light of the significant proposed sale price of the poster, Plaintiff agreed to purchase the poster provided that Pearl obtain an appropriate certificate of authentication of the poster and a notarized statement

1 from Cushway that he owned all right, title and interest in the poster, and, upon the sale, the  
2 poster would be conveyed to Plaintiff free of any lien or encumbrance. Pearl was unable or  
3 unwilling to supply a certificate of authentication or the notarized statement from Cushway.

4 2. When it became apparent that Pearl was unable to supply a certificate of  
5 authentication for the poster or a notarized statement from Cushway that the poster would be sold  
6 free and clear of any lien or encumbrance, Pearl, as the agent and representative of Cushway,  
7 became belligerent and demanded that Plaintiff needed to pay the sum of \$300,000. Accordingly,  
8 Plaintiff has not completed the transaction for the purchase of the poster.

### 9 THE PARTIES

10 3. Plaintiff Rita Wilson ("Wilson") is, and at all times relevant hereto has been, a  
11 resident of the County of Los Angeles, State of California.

12 4. Plaintiff is informed and believes and based thereon alleges that defendant Melissa  
13 Pearl ("Pearl") is, and at all times relevant hereto has been, an individual residing the County of  
14 San Francisco, State of California, and at all times relevant hereto was conducting business within  
15 the County of Los Angeles, State of California, and carrying out the activities and/or causing the  
16 damages complained of herein in this judicial district and elsewhere.

17 5. Plaintiff is informed and believes and based thereon alleges that defendant Phil  
18 Cushway ("Cushway") is, and at all times relevant hereto has been, an individual residing the  
19 County of San Francisco, State of California, and at all times relevant hereto was conducting  
20 business within the County of Los Angeles, State of California, and carrying out the activities  
21 and/or causing the damages complained of herein in this judicial district and elsewhere.

22 6. Plaintiff is informed and believes and based thereon alleges that pursuant to  
23 California Code of Civil Procedure Section 474, the fictitiously named defendants sued herein as  
24 Does 1 through 10, inclusive, and each of them, were in some manner responsible or legally liable  
25 for the actions, events, transactions and circumstances alleged herein. The true names and  
26 capacities of such fictitiously named defendants, whether individual, corporate, associate or  
27 otherwise, are presently unknown to Plaintiff and Plaintiff will seek leave of Court to amend this  
28 Complaint to assert the true names and capacities of such fictitiously named defendants when the

1 same have been ascertained. For convenience, each reference to a named defendant herein shall  
2 also refer to the Doe defendants, and each of them.

3 7. Plaintiff is informed and believes and based thereon alleges that defendants Pearl  
4 and Cushway (collectively "Defendants"), and each of them, were the agents, employees,  
5 partners, joint venturers, co-conspirators, owners, principals and employers of the other, and each  
6 of them, and are and at all times herein mentioned were, acting within the course and scope of that  
7 agency, partnership, employment, conspiracy, ownership or joint venturer. Plaintiff is further  
8 informed and believes and based thereon alleges that the acts and conduct herein alleged of each  
9 such defendant were known to, authorized by and/or ratified by the other defendants, and each of  
10 them.

#### 11 AGREEMENT RE POSTER

12 8. In or around July 2008, a representative of Wilson contacted defendant Pearl  
13 regarding Wilson's interest in buying a poster of the musical group "The Beatles" as a gift for her  
14 husband, Tom Hanks. Pearl was known to the representatives of Wilson as a sales agent and art  
15 broker specializing in posters. Shortly thereafter, Pearl indicated to Wilson's representative that  
16 she had located a vintage 1962 Beatles poster from a collector and dealer of rock-and-roll  
17 memorabilia for the sale price of \$75,000 ("Poster"). Pearl identified the owner and seller of the  
18 Poster as defendant Cushway. During the negotiations between Pearl and representatives of  
19 Wilson for the sale of the Poster, Pearl acted as the sales agent and representative of Cushway.

20 9. During the negotiations for the purchase of the Poster, Plaintiff was notified by  
21 reliable sources, including Sotheby's, that the Poster was substantially overpriced at \$75,000.  
22 However, based on representations by Pearl that the Poster was vintage and in excellent condition  
23 and was comparably priced to the sale of other rock-and-roll posters that Pearl was aware of,  
24 Wilson agreed to complete the transaction of the Poster provided that Pearl supply a certificate of  
25 authentication of the Poster and a notarized statement from Cushway confirming his ownership of  
26 the Poster and that it would be conveyed to Wilson free and clear of any liens or encumbrances.  
27 Defendants were unable to provide a certificate of authentication of the Poster or a notarized  
28 statement from Cushway confirming his ownership of the Poster and that the sale would include all

1 right, title and interest in the Poster free and clear of any liens or encumbrances. Because of  
2 Defendants' refusal to provide a certificate of authentication of the Poster or the notarized  
3 statement by Cushway, Plaintiff became suspect as to the quality, authenticity and value of the  
4 Poster.

5 10. When Wilson's representatives attempted to reasonably conclude the transaction for  
6 the Poster, including repeated requests for a certificate of authenticity and notarized statement of  
7 sale by Cushway, Pearl became belligerent, stating that she and Cushway did not have time to  
8 provide those items and demanding that Wilson immediately accept the Poster without any  
9 certificate of authentication or notarized statement from Cushway. In an effort to force Wilson to  
10 accept the Poster and pay \$75,000, Pearl, individually and as the agent and representative of  
11 Cushway, demanded that Plaintiff pay Pearl an additional \$300,000 for what Pearl absurdly  
12 characterized as her time and trouble to obtain the evidence reasonably requested by Wilson that  
13 the Poster was authentic.

14 11. Because Defendants were unable to satisfy the contingencies for the sale of the  
15 Poster, and due to the outrageous and utterly baseless demand that Plaintiff pay an additional  
16 \$300,000 for the Poster, no agreement was concluded by Plaintiff to purchase the Poster, nor is  
17 Plaintiff otherwise obligated to accept the Poster from Defendants.

18  
19 **FIRST CAUSE OF ACTION**

20 **(For Declaratory Relief)**

21 12. Plaintiff repeats, realleges, adopts and incorporates each and every allegation  
22 contained in Paragraphs 1 through 11, inclusive, as though fully set forth herein.

23 13. An actual controversy has arisen and now exists between Plaintiff and Defendants  
24 regarding their respective rights, duties and obligations, if any, concerning the sale of the Poster.

25 14. As a result of this dispute, Plaintiff requests a judicial determination that no  
26 enforceable agreement exists between Plaintiff and Defendants for the purchase of the Poster by  
27 Plaintiff and that Plaintiff is not obligated to purchase or accept the Poster since Defendants failed  
28 to deliver a certificate of authentication and a notarized statement from Cushway that he owns and

1 conveys all right title and interest in the Poster to Plaintiff, free and clear of any lien or  
2 encumbrance, and because Pearl demanded the additional payment of \$300,000.

3  
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

6  
7 **AS TO THE FIRST CAUSE OF ACTION:**

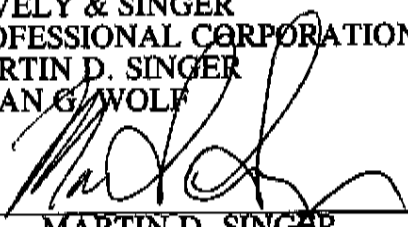
8 1. A declaration that no enforceable agreement exists for the purchase of the Poster by  
9 Plaintiff and that Plaintiff is not obligated to purchase or accept the Poster for the sale price of  
10 since Defendants failed to deliver a certificate of authentication and a notarized statement from  
11 defendant Cushway that he owns and conveys all right, title and interest in the Poster to Plaintiff,  
12 free and clear of any lien or encumbrance, and because Pearl demanded the additional payment of  
13 \$300,000;

14 **AS TO ALL CAUSES OF ACTION:**

- 15 2. For all costs of suit incurred herein;  
16 3. For interest at the maximum legal rate as may be provided by law; and  
17 4. For such other and further relief as the Court may deem to be just and appropriate.

18 DATE: October 8, 2008

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19  
20  
21  
22 By:   
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Attorneys for Plaintiff RITA WILSON