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17 Attorneys for Defendant,
18 **WILLIAM “SMOKEY” ROBINSON, JR.**

19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA

21 ERIC PODWALL, an individual,) Case No. 2:16-cv-6088
22)
23 Plaintiff,)
24)
25 vs.) **DEFENDANT’S NOTICE OF**
26) **REMOVAL**
27 WILLIAM “SMOKEY” ROBINSON, JR.,)
28 an individual,) Removed from Superior Court of
Los Angeles County, Case No.
BC627335
Defendant.)

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NOTICE OF REMOVAL

**TO THE HONORABLE JUDGES AND CLERK OF THE UNITED STATES
DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant William “Smokey” Robinson, Jr. hereby removes to this Court the above-entitled action based on the following:

BACKGROUND

1. On or about July 15, 2016, Plaintiff Eric Podwall (“Plaintiff”) commenced a breach of contract action against Defendant William “Smokey” Robinson, Jr. (“Defendant” or “Robinson”) in the Superior Court of the State of California In and For the County of Los Angeles entitled, *Eric Podwall v. William “Smokey” Robinson, Jr.*, No. BC627335 (the “State Court Action”). Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the Complaint and all documents that have been filed with the Los Angeles Superior Court in the underlying State Court Action are attached to the declaration of George Moschopoulos, Esq. submitted concurrently herewith as **Exhibit A.**

2. Plaintiff’s Complaint asserts the following causes of action: (1) alleged breach of contract; (2) declaratory relief; (3) quantum meruit; and (4) accounting.

TIMELINESS OF REMOVAL

3. Defendant William “Smokey” Robinson, Jr. accepted service of the Summons and Complaint in the State Court Action by substituted service on July 16, 2016. This Notice of Removal is timely as it is filed within thirty (30) days of acceptance of service in the State Court Action. 28 U.S.C. § 1446(b); *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354-55 (1999).

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DIVERSITY JURISDICTION

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2 4. Plaintiff is a citizen of California in that he was and is a resident of Los
3 Angeles County, California. *See* Complaint, ¶ 6.

4 5. At the commencement of the State Court Action, and at all times
5 relevant herein, Defendant was and is not a citizen of the State of California and was
6 and is a citizen of the State of Nevada.¹

7 6. Thus, complete diversity of citizenship exists for jurisdictional purposes.

8 7. Plaintiff has not alleged the amount of his individual damages in the
9 Complaint. Under the circumstances, “the defendant’s notice of removal need include
10 only a plausible allegation that the amount in controversy exceeds the jurisdictional
11 threshold. Evidence establishing the amount is required by § 1446(c)(2)(B) only
12 when the plaintiff contests, or the court questions, the defendant’s allegation.” *Dart*
13 *Cherokee Basin Operating Co., LLC v. Owens*, 135 S Ct. 547, 554 (2014).

14 8. The Complaint alleges, among other things, that Robinson signed a
15 binding written agreement with Plaintiff in 2012 (“Management Agreement”),
16 pursuant to which Plaintiff alleges he provided Robinson management services.
17 Plaintiff’s Complaint states that pursuant to alleged contract, Robinson agreed to pay
18 Plaintiff “ten percent (10%) of all ‘gross compensation derived from all products of
19 [Robinson’s] services initially rendered or created’ during the term of the agreement.”
20 *See* Complaint, ¶ 10. Plaintiff alleges that the Management Agreement was
21 automatically extended each year at the conclusion of the initial term of the
22 Agreement, and that the alleged Management Agreement remains in full force and
23 effect. Here, it is clear that the alleged amount in controversy exceeds \$75,000.

24 9. Thus, removal of this case is proper pursuant to 28 U.S.C. § 1332(a)(1)
25 because the amount in controversy with respect to Plaintiff exceeds \$75,000², and
26 there is complete diversity of citizenship between the adverse parties in the case.

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¹ Ex. B, Declaration of William “Smokey” Robinson, Jr.

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VENUE

10. Venue lies in this Court pursuant to 28 U.S.C. § 1391. This action originally was brought in the Superior Court for the County of Los Angeles, and the Complaint alleges that “the contract at issue herein was entered into and required performance in the County of Los Angeles, State of California.” See Complaint, ¶ 7.

11. Pursuant to 28 U.S.C. §§ 1446(d), written notice of the filing of this Notice of Removal together with a copy of the Notice of Removal, will be filed with the Clerk of the Superior Court for the County of Los Angeles. All parties will receive a copy of the notice filed with that court.

Dated: August 15, 2016

**THE LAW OFFICE OF
GEORGE MOSCHOPOULOS, APC**

Wills Law Firm, PLLC

By: 
George Moschopoulos &
Rhonda H. Wills
Attorneys for Defendant
WILLIAM “SMOKEY”
ROBINSON, JR.

² Plaintiff does not specify the amount of damages to which he claims he is entitled, leaving Defendant Robinson to guess at the amount that Plaintiff alleges to be in controversy with respect to the claims in his Complaint; however, Plaintiff alleges that he is entitled to ten percent of all compensation derived from all products of Robinson’s services initially rendered or created since 2012. Thus, the amount of damages Plaintiff is alleging would appear to exceed the \$75,000 threshold, although Defendant denies any liability with respect to Plaintiff’s claims.

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CERTIFICATE OF SERVICE

I hereby certify that I am over the age of 18 years, not a party to the action, and am employed by The Law Office of George Moschopoulos, APC, 34197 Pacific Coast Hwy., Suite 100, Dana Point, California 92629.

On the August 15, 2016, I served a copy of:

DEFENDANT’S NOTICE OF REMOVAL; DEFENDANT’S CERTIFICATE OF INTERESTED PARTIES; DEFENDANT’S NOTICE OF RELATED CASES; DECLARATION OF WILLIAM “SMOKEY” ROBINSON, JR.; & DECLARATION OF GEORGE MOSCHOPOULOS, ESQ.

via the means described below, on the following individuals and entities:

Mr. Bryan Freedman, Esq.
Mr. Jordan Susman, Esq.
FREEDMAN + TAITELMAN, LLP
1901 Avenue of the Stars, Suite 500
Los Angeles, CA 90067
Attorneys for Plaintiff
ERIC PODWALL

 X (By Mail): I placed true and correct copies of the attached in a sealed envelope with postage prepaid, first class, for collection and mailing following our ordinary business practices.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Executed on August 15, 2016 at Dana Point, California.



George Moschopoulos