

1 NICHOLAS & BUTLER, LLP
2 Craig M. Nicholas (SBN 178444)
3 Tracy J. Jones (SBN 262632)
4 225 Broadway, 19th Floor
5 San Diego, California 92101
6 Telephone: (619) 325-0492
7 Facsimile: (619) 325-0496

FILED
NORTH COUNTY DIVISION
2012 OCT 11 PM 12: 21
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CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

5 Attorneys for Defendant
6 The Upper Deck Company, Inc. and
7 Richard McWilliam

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN DIEGO**
10 **NORTH COUNTY DIVISION**

12 JOSEPH PIROZZI, and individual; J&T) CASE NO.: 37-2012-0005684³-CU-BT-NC
13 HOBBY LLC,)
14 Plaintiffs,) **IMAGED**
15 vs.) **REQUEST FOR JUDICIAL NOTICE IN**
16) **SUPPORT OF DEFENDANTS'**
17 THE UPPER DECK COMPANY, INC., a) **DEMURRER TO THE COMPLAINT**
18 Nevada Corporation; RICHARD)
19 MCWILLIAM, an individual; and DOES 1-)
20 100, inclusive,)
21 Defendants.)
22)
23)
24)
25)
26)
27)
28)
Date: December 21, 2012
Time: 1:30 p.m.
Dept.: N-31
Judge: Hon. Timothy M. Casserly

21 TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:
22 Defendants The Upper Deck Company, Inc. and Richard McWilliam ("Defendants") will
23 and hereby do request that in conjunction with Defendants' Demurrer to Plaintiffs' Complaint, the
24 Court take judicial notice that: Plaintiffs have defaulted on the latest contract between
25 Plaintiffs and The Upper Deck Company, Inc.

26 The request is based upon California Evidence Code Sections 452 and 453, this
27 memorandum of points and authorities, the Declaration of Craig M. Nicholas ("Nicholas Dec."), the
28 pleadings and papers on file in this action, and upon such of the argument and evidence as may be

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO COMPLAINT

1 presented prior to or at the hearing of this matter.

2 Defendants lodge the following exhibits in support of this Request for Judicial Notice:

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Exhibit A	Complaint filed November 7, 2011, <i>The Upper Deck Company, Inc. v. J & T Hobby LLC et al.</i> , San Diego Superior Court Case No. 37-2011-00100599-CU-BC-CTL
Exhibit B	Request for Default Judgment filed August 14, 2012 (requesting \$1.5 million in damages), <i>The Upper Deck Company, Inc. v. J & T Hobby LLC et al.</i> , San Diego Superior Court Case No. 37-2011-00100599-CU-BC-CTL

9 A court may take judicial notice of any facts and propositions that are not reasonably
10 subject to dispute and are capable of immediate and accurate determination by resort to sources of
11 reasonably indisputable accuracy. (Cal. Evid. Code § 452(h).) The court shall take judicial notice
12 of any matter set forth in Section 452 if a party requests it, gives each adverse party sufficient
13 notice of the request, and furnishes the court with sufficient information to enable it to take
14 judicial notice of the matter. (Cal. Evid. Code § 453.) Judicial notice should be taken of official
15 acts and records of legislative, executive, or judicial departments of federal or state government
16 (Cal. Evid. Code § 452(c); *Arce v. Kaiser Found. Health Plan, Inc.* (2010) 181 Cal.App.4th 471,
17 484.)

18 Exhibits "A" and "B" are true and correct copies of court records filed in *The Upper Deck*
19 *Company, Inc. v. J & T Hobby LLC et al.*, San Diego Superior Court Case No. 37-2011-
20 00100599-CU-BC-CTL. (Nicholas Dec., Ex. A, B, ¶¶ 2-3.) These records show that Upper Deck
21 filed a Complaint to recover for Plaintiffs' breach of contract and Upper Deck is in the final stages
22 of pursuing a default judgment against Plaintiffs for \$1.5 million. (*Id.*) The documents support
23 Defendants' demurrer by negating Plaintiffs' allegation they substantially performed under the
24 contract, a necessary element of Plaintiffs' Fourth Cause of Action for breach of the covenant of
25 good faith and fair dealing. (Complaint, ¶ 38.) This fact is not reasonably subject to dispute given
26 the court records submitted by Defendants. Therefore, judicial notice is proper and this Court

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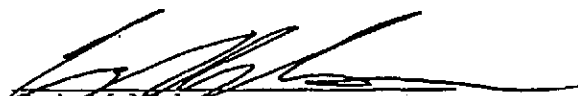
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1 should take judicial notice that Plaintiffs have defaulted on the latest contract between
2 Plaintiffs and The Upper Deck Company, Inc.

3
4 **NICHOLAS & BUTLER, LLP**

5
6 Dated: October 11, 2012

By:


Craig M. Nicholas
Tracy J. Jones

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8 Attorneys for Defendants
9 The Upper Deck Company, Inc. and
Richard McWilliam

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EXHIBIT A

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

J&T Hobby; Joseph Pirozzi individually; and
DOES 1-100

FILED
Clerk of the Superior Court

NOV - 7 2011

By: C. SCHAEFFER, Deputy

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

The Upper Deck Company Inc.

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entregan esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que lo dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desochar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
SAN DIEGO SUPERIOR COURT
220 West Broadway
San Diego, CA 92112-0128

CASE NUMBER: (Número del Caso):

37-2011-00100599-CU-BC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
MICHAEL WEISBERG Post Office Box 665 (Mailing)
16 North Main Street
San Andreas, CA 95249 (620.9) 754-0765

DATE:
(Fecha)

NOV - 7 2011

Clerk, by
(Secretario)

C. SCHAEFFER

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para probar el servicio de esta citación, use el formulario de Prueba de Servicio de Citación (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

- 1. as an Individual defendant.
- 2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under:

CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 418.40 (association or partnership)

other (specify):

CCP 416.60 (minor)

CCP 418.70 (conservatee)

CCP 416.90 (authorized person)

- 4. by personal delivery on (date):

(SEAL)

RECEIVED
CLERK'S OFFICE 21
CENTRAL DIVISION

2011 NOV -4 PM 1:01

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

1 LAW OFFICES OF MICHAEL WEISBERG SBN 78537
2 POST OFFICE BOX 665
3 16 NORTH MAIN STREET, SUITE A
4 SAN ANDREAS, CALIFORNIA 95249
5 TELEPHONE: (209)754-0765
6 FACSIMILE: (209)754-0767

7 ATTORNEY FOR PLAINTIFF THE UPPER DECK COMPANY

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN DIEGO

10 THE UPPER DECK COMPANY INC.,

Case No. 37-2011-00100589-CU-BC-CTL

11 Plaintiff,

COMPLAINT FOR:

- 12 1) BREACH OF WRITTEN CONTRACT
- 13 2) BREACH OF WRITTEN CONTRACT
- 14 3) OPEN BOOK ACCOUNT

13 vs.

14 J&T HOBBY; JOSEPH PIROZZI individually;
15 and DOES 1-100,

16 Defendant,

17 Plaintiff The Upper Deck Company, Inc. (hereinafter "Plaintiff") alleges as follows:

18 PARTIES

19 1. Plaintiff is informed and believes and thereon alleges Defendant J&T Hobby

20 (hereinafter "J&T") is and was at all relevant times, a limited liability company organized under
21 New York law, and authorized to conduct business in San Diego, California.

22 2. Plaintiff is informed and believes and thereon alleges Defendant Joseph Pirozzi

23 (hereinafter "Pirozzi") is the President of J&T and a New York resident. Plaintiff is informed
24 and believes and thereon alleges Plaintiff, at all relevant times, conducted business in San Diego
25 County. Hereinafter J&T and Pirozzi will collectively be referred to as "Defendants".

26 3. Plaintiff alleges on information and belief that at all relevant times,

27 Defendants and each of its agents, employees, and/or servants, in doing that acts complained of

1 3. Plaintiff alleges on information and belief that at all relevant times,
2 Defendants and each of its agents, employees, and/or servants, in doing that acts complained of
3 herein, acted within the course, scope, and purpose of such agency, service, and/or employment.

4 All of Defendants' action alleged in the causes of action into which this paragraph is
5 incorporated by reference were ratified and approved by Defendants' officers or managing
6 agents.

7 4. Whenever and wherever reference is made to individuals who are not named as
8 Defendants in this action, but were Defendant's employees or agents or any of them herein, such
9 individuals at all times acted on behalf of Defendant named in this action and within the scope of
10 their respective employments and agencies.

11 5. Plaintiff is ignorant of the true names and capacities of the Defendants sued
12 herein as DOES 1 through 10, inclusive, and therefore sues these Defendants by such fictitious
13 names. When ascertained, Plaintiff will amend its Complaint to allege the DOES' true names and
14 capacities. Plaintiff is informed and believes and thereon alleges that each fictitiously named
15 Defendant contributed to or caused Plaintiff's damages.

16 JURISDICTION AND VENUE

17 6. Jurisdiction in this Court is proper as this is an unlimited civil case and the
18 amount in controversy exceeds Twenty Five Thousand Dollars (\$25,000.00).

19 7. Venue for this action is proper in Superior Court of California, County of San
20 Diego, because the contract was entered into and performed in San Diego County.

21 STATEMENT OF FACTS

22 8. On or around July 2007, Plaintiff and Defendants entered into a written contract
23 (hereinafter "Contract") whereby Plaintiff agreed to manufacture and sell certain sports and
24 entertainment trading cards (hereinafter "Product") to Defendants to be distributed throughout
25 the United States. In exchange for providing Defendants Product, Defendants agreed to pay
26 Plaintiff approximately One Million Five Hundred Thirteen Thousand One Hundred Twelve

1 Dollars Twenty Seven Cents (\$1,513,112.27). Defendants became responsible for payment for
2 ~~the Product within thirty days of the Product's shipment date.~~

3 9. Pursuant to and in conjunction with the Contract, Pirozzi signed and executed an
4 unconditional personal guaranty (hereinafter "Guaranty") to unconditionally and irrevocably
5 guaranty J&T's full performance and prompt payment under the Contract.

6 10. Thereafter, Plaintiff shipped the Product to Defendants through July 2010.

7 11. From July 2008 through July 2010, Plaintiff demanded payment from Defendants
8 pursuant to the Contract's terms. However, Defendants failed and continue to fail to pay Plaintiff
9 pursuant to their obligations under the Contract.

10 12. As of July 2010, Defendants maintained an outstanding balance under the
11 Contract totaling One Million Five Hundred Three Thousand Four Hundred Ninety Three
12 Dollars Nineteen Cents (\$1,503,493.19).

13 13. Despite Plaintiff's continued demand payment from Defendants under the
14 Contract, Defendants have yet to pay the remaining balance due and owed under the Contract
15 totaling One Million Five Hundred Three Thousand Four Hundred Ninety Three Dollars
16 Nineteen Cents (\$1,503,493.19), no part of which has been paid, and all of which is due, owing
17 and payable from Defendant to Plaintiff.

18 **FIRST CAUSE OF ACTION**

19 **(Breach of Written Contract)**

20 **(As Against All Defendants)**

21 14. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 13
22 above, as though fully set forth therein.

23 15. In or around July 2007, Plaintiff and Defendants entered into a written Contract in
24 which Plaintiff agreed to manufacture and sell the Product to Defendant for Defendant's
25 distribution in exchange for payment of One Million Five Hundred Thirteen Thousand One
26 Hundred Twelve Dollars Twenty Seven Cents (\$1,513,112.27).

1 16. Plaintiff fully performed its obligations under the Agreement by manufacturing,
2 selling, and shipping the Product to Defendants through July 2010.

3 17. Defendants breached and continue to breach the Contract by failing to pay
4 Plaintiff the remaining balance under the Contract totaling One Million Five Hundred Three
5 Thousand Four Hundred Ninety Three Dollars Nineteen Cents (\$1,503,493.19).

6 18. As direct and proximate result of Defendants' contractual breach, Plaintiff
7 incurred compensatory damages totaling One Million Five Hundred Three Thousand Four
8 Hundred Ninety Three Dollars Nineteen Cents (\$1,503,493.19) plus interest at the legal interest
9 rate.

10 19. Plaintiff also incurred attorneys' fees to resolve this contractual dispute.

11 **SECOND CAUSE OF ACTION**

12 **(Breach of Written Contract)**

13 **(Against JOE PIROZZI)**

14 20. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 19
15 above, as though fully set forth therein.

16 21. Pursuant to and in conjunction with the Contract whereby Plaintiff agreed to
17 manufacture, sell, and ship Product to Defendant in exchange for payment, Pirozzi signed and
18 executed the Guaranty to unconditionally and irrevocably guaranty J&T's full performance and
19 prompt payment under the Contract.

20 ~~22. Plaintiff fully performed its obligations under the Agreement by manufacturing,~~
21 ~~selling, and shipping the Product to Defendants through July 2010.~~

22 23. From July 2008 through July 2010, Plaintiff demanded payment from Defendant
23 pursuant to the Contract's terms. However, Defendant failed and continues to fail to pay Plaintiff
24 pursuant to his obligations under the Contract.

25 24. Despite Plaintiff's continued demand for payment from Defendant under the
26 Contract, Defendant has yet to pay the remaining balance due and owed under the Guaranty and
27

1 Contract totaling One Million Five Hundred Three Thousand Four Hundred Ninety Three

2 Dollars Nineteen Cents (\$1,502,493.19).

3 25. Pirozzi breached and continues to breach the Contract by failing to

4 unconditionally provide prompt payment to Plaintiff.

5 26. As a direct and proximate result of Pirozzi's contractual breach, Plaintiff incurred

6 compensatory damages totaling One Million Five Hundred Three Thousand Four Hundred

7 Ninety Three Dollars Nineteen Cents (\$1,503,493.19) plus interest at the legal interest rate, all of

8 which is due, owing and payable from Defendant to Plaintiff, and no part of which has been paid.

9 27. Plaintiff also incurred attorneys' fees to resolve this contractual dispute.

10 THIRD CAUSE OF ACTION

11 (Open Book Account)

12 (Against all Defendants)

13 28. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 27

14 above, as though fully set forth therein.

15 29. Within four years last past, and prior to the commencement of this action,

16 Defendants became indebted on an open book account to Plaintiff in the sum of One Million

17 Five Hundred Three Thousand Four Hundred Ninety Three Dollars Nineteen Cents

18 (\$1,503,493.19) for Product furnished to Defendants by Plaintiff at Defendant's special instance

19 and request.

20 ~~30. No part of the aforementioned open book account has been paid to Plaintiff and~~

21 there is still due, owing and unpaid to Plaintiff from Defendants the sum of One Million Five

22 Hundred Three Thousand Four Hundred Ninety Three Dollars Nineteen Cents (\$1,503,493.19)

23 since July 2008, on which date demand for payment was duly made on Defendants.

24 31. Plaintiff also requests attorney's fees in an amount to be proven at trial,

25 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

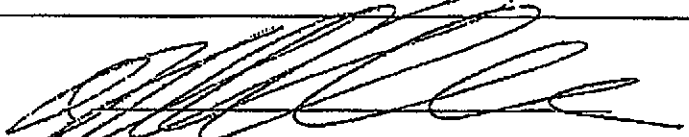
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- 1 1. For compensatory damages totaling One Million Five Hundred Three
- 2 Thousand Four Hundred Ninety Three Dollars Nineteen Cents
- 3 (\$1,503,493.19) plus interest at the legal interest rate;
- 4 2. For interest according to proof;
- 5 3. For Reasonable attorneys' fees as provided in any agreement between that
- 6 parties, any statute or otherwise;
- 7 4. For costs of the suit; and
- 8 5. For such other and further relief as the Court deems just and proper.

10 DATED: October 31, 2011



Michael Weisberg

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EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (name, State & number, and address):
MICHAEL WEISBERG SBN 078537
 Post Office Box 665 (Mailing)
 16 North Main Street, Suite A
 San Andreas, CA 95249
 TELEPHONE NO.: (209) 754-0765 FAX NO. (Optional): (209) 754-0767
 E-MAIL ADDRESS (Optional): attorneyweisberg@yahoo.com
 ATTORNEY FOR (Name): Plaintiff The Upper Deck Co. Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
 STREET ADDRESS: 220 West Broadway
 MAILING ADDRESS: P.O. Box 120128
 CITY AND ZIP CODE: San Diego, CA 92112-0128
 BRANCH NAME: Central Division

PLAINTIFF/PETITIONER: The Upper Deck Company Inc.
 DEFENDANT/RESPONDENT: J&T Hobby; Joseph Pirozzi indiv

FOR COURT USE ONLY

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CENTRAL DIVISION

SAN DIEGO COUNTY, CA

REQUEST FOR Entry of Default Clerk's Judgment
 (Application) Court Judgment

CASE NUMBER:
 37-2011-00100599-CU-BC-CTL

1. TO THE CLERK: On the complaint or cross-complaint filed
 a. on (date): 11-7-11
 b. by (name): The Upper Deck Company Inc.
 c. Enter default of defendant (names):
 J&T Hobby; Joseph Pirozzi indiv
 d. I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):
 J&T Hobby; Joseph Pirozzi Indiv

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

e. Enter clerk's judgment
 (1) for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
 Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The ~~Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.~~
 (2) under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
 (3) for default previously entered on (date):

2. Judgment to be entered.

	Amount	Credits acknowledged	Balance
a. Demand of complaint.....	\$ 1,503,493.19	\$	\$ 1,503,493.19
b. Statement of damages*			
(1) Special	\$	\$	0.00
(2) General	\$	\$	0.00
c. Interest	\$	\$	0.00
d. Costs (see reverse)	\$ 395.00	\$	\$ 395.00
e. Attorney fees	\$ 1,000.00	\$	\$ 1,000.00
f. TOTALS	\$ 1,504,888.19	\$ 0.00	\$ 1,504,888.19

g. Daily damages were demanded in complaint at the rate of: \$ _____ per day beginning (date): _____

(* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. (Check if filed in an unlawful detainer case) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date: 8/13/2012
 Michael Weisberg

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)



(TYPE OR PRINT NAME) _____

(1) Default entered as requested on (date): _____
 (2) Default NOT entered as requested (state reason): _____

FOR COURT USE ONLY

Clerk, by _____ Deputy _____

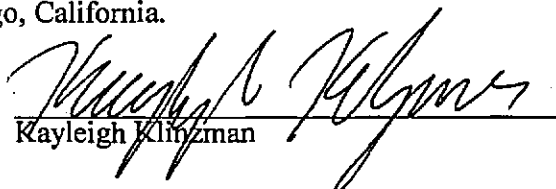


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I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence shall be deposited with the United States Postal Service via First Class Mail on that same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 11, 2012**, at San Diego, California.



Kayleigh Klinzman

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Upper Deck v. J&T Hobby
STATE OF CALIFORNIA, COUNTY OF SAN DIEGO
CENTRAL DIVISION
Case No. 37-2011-00100599-CU-BT-CTL

PROOF OF SERVICE
(Code Civ. Proc., §§ 1013a, 2015)

PARTIES SERVED:

John Gaule
Oddenino & Gaule
444 E. Hunington Drive, Suite 325
Arcadia, CA 91006

Counsel for Plaintiff