

1 LAW OFFICES OF JOHN R. BROWNE III
2 A Professional Corporation
3 California State Bar No. 38891
4 50 California Street, Suite 3500
5 San Francisco, CA 94111
6 Telephone: (415)421-6700
7 Fax: (415)398-2438
8 E-Mail: johnrbrowne@sbcglobal.net

9 Attorneys for Plaintiffs

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO
13 UNLIMITED CIVIL JURISDICTION

14 JOHN CALVERT and TAMMY CALVERT,) Case No. **CGC-13-531227**
15)
16 Plaintiffs,) COMPLAINT FOR BREACH OF CONTRACT
17) AND FOR FINANCIAL ELDER ABUSE
18 vs.) (Welfare and Institutions Code
19) Section 15610.30)
20)
21 RANDALL WOLF, M.D., aka RANDY)
22 WOLF, and DOES 1 Through 7,)
23 Inclusive,)
24)
25 Defendants.)
26)
27)
28)

19 Plaintiffs allege:

20 GENERAL ALLEGATIONS

21 1. Plaintiffs John Calvert and Tammy Calvert (aka Barbara Cal-
22 vert), husband and wife, are residents of the City of Palmdale, County
23 of Los Angeles, State of California.

24 2. Plaintiff John Calvert is over the age of 101. Plaintiff
25 Tammy Calvert is over the age of 65. As such, both Plaintiffs are
26 statutory elders as per Welfare & Institutions Code §15610.27.
27
28

FILED
SAN FRANCISCO COUNTY
SUPERIOR COURT

13 MAY -7 AM 1:11

ELIAS BUTT

1 3. Plaintiff John Calvert is a highly acclaimed world famous
2 professional magician. For over 50 years Plaintiff Tammy Calvert has
3 been John Calvert's professional assistant [although when John Calvert
4 toured the world with his magic act he had other assistants in his
5 touring company as well].

6 4. Defendant Randall Wolf, M.D., also known as Randy Wolf, and
7 herein sometimes referred to as "Randy Wolf," is a resident of the
8 State of Ohio.

9 5. Defendants Does 1 through 7, inclusive, who are not
10 residents of California, are being sued herein under fictitious
11 names, as their true names and capacities are presently unknown
12 to Plaintiffs. Plaintiffs will amend this Complaint to allege
13 their true names and capacities when ascertained.
14

15 6. Plaintiffs are informed and believes and thereon alleges
16 that each of the fictitiously named Defendants is responsible in
17 some manner for the occurrences herein alleged and that Plain-
18 tiffs' damages as herein alleged were proximately caused by such
19 Defendants.
20

21 7. Plaintiffs are informed and believe and thereon allege
22 that at all times herein mentioned each of the named and Doe De-
23 fendants were and are the agents and employees of each of the
24 remaining named and Doe Defendants; and, in doing the things
25 herein alleged, were acting within the course and scope of such
26 agency and employment.
27
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FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

1
2 8. On or about May 17, 2007, Plaintiffs John Calvert and Tammy
3 Calvert and Defendant Randy Wolf entered into a two page written
4 agreement. A true and correct copy of such agreement is marked Ex-
5 hibit A, attached hereto, is incorporated herein by this reference,
6 and is herein sometimes referred to as "the contract" or "such agree-
7 ment." In such agreement the Calverts agreed to sell to Defendant
8 Randy Wolf a magic show called "Magicarama," which was described as
9 the "Longest World Touring Stage Spectacular in Theatrical History."
10 Magicarama is sometimes herein referred to as "the magic show." The
11 magic show included Illusions, Magic Props, Tricks, Dialogue, Music,
12 Presentation of the magic show and Scenery. As per such agreement,
13 Defendant Randy Wolf would not become the sole owner of the magic show
14 until he had paid the sum of \$100,000 to Plaintiffs. Such agreement
15 was entered into by Plaintiffs in the State of California.
16

17 9. At all times mentioned herein, Defendant Randy Wolf's con-
18 tacts with the State of California were sufficiently extensive and
19 wide ranging so as to satisfy the constitutional International Shoe
20 Co. v. Washington (1945) 326 U.S. 310, 316, "minimal contacts" re-
21 quirement so as to confer California to court jurisdiction over Defen-
22 dant Randy Wolf. In particular:

23 (a) The contract was drafted by Plaintiffs in California.

24 (b) The contract was made in California, in that the last act
25 for its legal validity was the Plaintiffs receiving of the signed con-
26 tract at the Plaintiffs' home in Palmdale, California.
27
28

1 (c) The contract provided for performance in California, in
2 that Randy Wolf's handwritten acceptance thereon included a confirma-
3 tion of a related prior oral agreement between the parties in which
4 the Plaintiffs agreed to teach the magic show to Defendant Randy Wolf.

5 (d) The Magic Castle is a world famous private club for members
6 and their guests to enjoy close-up, parlor and stage magic perform-
7 ances by many of the world's premier magicians. The prestige con-
8 ferred upon a magician who performs at the Magic Castle has been lik-
9 ened to the prestige conferred upon a musician who performs at Carne-
10 gie Hall in New York City. Performance of the contract took place in
11 California, consisting of (1) Defendant's paying Plaintiffs \$20,000 of
12 the purchase price in California, and (2) of Defendant Randy Wolf's
13 coming to the Magic Castle in Hollywood, California on three separate
14 occasions to receive Plaintiffs' instruction on performance of the
15 magic show. During the first such trip to California, Defendant Randy
16 Wolf brought his wife and three children, at which time Defendant
17 Randy Wolf and his said children assisted the Plaintiffs in their fa-
18 mous buzz saw illusion during the Plaintiffs' shows at the Magic Cas-
19 tle.
20

21 (e) During Defendant Randy Wolf's second and third trips to
22 California following signing of the contract and prior to the time of
23 its breach as is hereinafter alleged, the parties continued to perform
24 their contractual covenants and obligations in California. During
25 such trips, the Plaintiffs gave, and Defendant Randy Wolf received,
26 constant magic instruction which focused on enabling Defendant Randy
27 Wolf to perform the Magicarama show. That is to say, the magic in-
28

1 instruction principles which were being taught by Plaintiffs to Defen-
2 dant Randy Wolf in California applied to Randy Wolf's learning how to
3 perform Magicarama.

4 (f) During one of the two trips to California described in the
5 last subparagraph, Defendant Randy Wolf handed the Plaintiffs the sum
6 of \$10,000 at the Magic Castle in Hollywood.

7 (g) Defendant Randy Wolf paid Plaintiffs a further \$10,000 in
8 Las Vegas, Nevada at a banquet honoring the Plaintiffs, although such
9 payment was made following Defendant Wolf's spending a week with
10 Plaintiffs in California receiving magic instruction and driving with
11 the Plaintiffs to Las Vegas.

12 10. Plaintiffs John and Tammy Calvert performed all conditions,
13 covenants and promises on their part to be performed under the Exhibit
14 A agreement. Plaintiffs delivered their entire Magicarama show to De-
15 fendant Randy Wolf at his home in Ohio sometime around mid-year of
16 2008, with the exception of a few magic show props which the parties
17 orally agreed could remain with Plaintiffs because Plaintiffs were
18 still on a tour in which they performed magic and gave magic instruc-
19 tion for hobbyist and professional magicians at magic clubs and semi-
20 nars throughout the country. Defendant Randy Wolf never complained to
21 Plaintiffs about the sufficiency or completeness of the Magicarama act
22 that was delivered to him by Plaintiffs.
23

24 11. Plaintiffs also personally assisted Defendant Randy Wolf
25 and his family to "learn" the Magicarama show, as hereinabove alleged,
26 and also at a theater in Bowling Green, Kentucky.
27

28

1 12. In such Exhibit A written agreement, Defendant Randy Wolf
2 agreed to allow Plaintiff John Calvert to use the Magicarama show
3 whenever he wished. However, when Plaintiffs desired to use a portion
4 of such show, said Defendant refused Plaintiffs' request; and, accord-
5 ing to Plaintiffs' information and belief, Defendant surreptitiously
6 moved said Magicarama show to an undisclosed farm in Indiana.

7 13. On or about May 31, 2010 and within four years last past,
8 and sometime during the year 2010, Defendant Randy Wolf breached said
9 Exhibit A contract by notifying Plaintiffs via an e-mail that he in-
10 tended to fail and refuse to pay the remainder of his \$100,000 payment
11 obligation after he had paid Plaintiffs a total sum of \$37,000, leav-
12 ing a balance of \$63,000 due, owing and unpaid.

13 14. Defendant Randy Wolf, upon committing such contract breach,
14 offered to return the Magicarama magic show to Plaintiffs, provided
15 that Plaintiffs return the \$37,000 they had received from Defendant.
16 Defendant Randy Wolf has had full possession and use of Magicarama
17 from 2008 to the present. This was unacceptable to Plaintiffs, be-
18 cause the value of such possession and use exceeded the \$37,000 which
19 Defendant had paid to Plaintiffs.
20

21 15. As a direct and proximate cause of Defendant Randy Wolf's
22 breach of contract as aforesaid, Plaintiffs have been damaged in the
23 sum of \$63,000, plus additional damages according to proof, for their
24 loss of use of Magicarama.
25

26 WHEREFORE, Plaintiffs pray for relief as hereinafter set forth.

27 SECOND CAUSE OF ACTION—FINANCIAL ELDER ABUSE
28

1 16. Plaintiffs incorporate Paragraphs 1 through 15 of their
2 First Cause of Action by this reference, as if fully set for the
3 herein.

4 17. Defendant Randy Wolf has taken, secreted, appropriated ob-
5 tained and retained Plaintiffs' world famous Magicarama magic show by
6 undue influence as defined in Civil Code sec. 1575, at a time when De-
7 fendant Randy Wolf knew or should have known that his retaining Magi-
8 carama without paying the agreed upon purchase price would be likely
9 to be harmful to Plaintiffs herein, who are elder persons under Cali-
10 fornia law.

11 18. Defendant Randy Wolf's actions in taking, secreting and re-
12 taining Plaintiffs' funds for a wrongful use or with the intent to de-
13 fraud constitute financial elder abuse as defined by Welfare and In-
14 stitutions Code §§15610.30 and 15657.6; and, Plaintiffs are thereby
15 entitled to the remedies provided by Welfare and Institutions Code
16 §§15657.5 and 15657.6.

17 19. Plaintiffs are entitled to compensatory damages consisting
18 of the return of Plaintiffs' property from Defendant in an amount to
19 be proven, with interest; and, a Writ of Attachment pursuant to Wel-
20 fare and Institutions Code §15657.01 should be issued to secure the
21 return of Plaintiffs' property.

22 20. Plaintiffs have incurred, and will continue to incur, at-
23 torney's fees and costs in this litigation. Plaintiffs, if successful
24 in this action, are entitled to recover such fees and costs from De-
25 fendant under the provisions of Welfare and Institutions Code
26 §15657.5(a).

1 21. In committing the actions and conduct described above, De-
2 fendant Randy Wolf acted with recklessness, oppression, fraud and mal-
3 ice; and, Plaintiffs therefore are entitled to an award of exemplary
4 or punitive damages for the sake of example and according to proof,
5 pursuant to Welfare and Institutions Code §15657.5 and Civil Code
6 §3294.

7 22. In or about February of 2013, the undersigned demanded in
8 writing on Plaintiffs' behalf that Defendant Randy Wolf return Magi-
9 carama to the Plaintiffs. Defendant Randy Wolf failed and refused to
10 return such property. Therefore, Plaintiffs are entitled to the en-
11 hanced remedies contained in Welfare and Institutions Code sec.
12 15657.5, including attorneys fees and costs.

13 WHEREFORE, Plaintiffs pray for relief as follows:

14 1. For breach of contract damages of \$63,000, plus damages for
15 loss of use of Magicarama, according to proof;

16 2. For an Order that Plaintiffs have sustained loss of use dam-
17 ages which equal or exceed the \$37,000 which Defendant Randy Wolf has
18 already paid Plaintiffs;

19 3. For compensatory damages pursuant to Welfare and Institutions
20 Code §15657.5(a), awarded based on Plaintiffs' elder financial abuse
21 claim as defined by Welfare and Institutions Code §15610.30, in an
22 amount according to proof, plus interest and other damages in an
23 amount to be determined by the Court;

24 4. For the issuance of a Writ of Attachment against Defendant
25 Randy Wolf pursuant to Welfare and Institutions Code §15657.01 for the
26 collection of damages in an amount to be determined by the Court;

1 5. For punitive damages pursuant to Welfare and Institutions
2 Code §15657.5 and Civil Code §3294;

3 6. For reasonable attorney's fees pursuant to Welfare and Insti-
4 tutions Code §15657.5(a), in an amount to be determined by the Court;

5 7. For costs of suit incurred herein pursuant to Welfare and In-
6 stitutions Code §15657.5(a) in an amount to be determined by the
7 Court; and,

8 8. For such other and further relief as the Court may deem prop-
9 er.

10 Dated: April 30, 2013.

LAW OFFICES OF JOHN R. BROWNE III
A Professional Corporation

11
12
13 By: John R. Browne III
14 JOHN R. BROWNE III
 Attorneys for Plaintiffs

Randy Wolf
4393 Biltmore Court
New Albany, OH 43054

John Calvert
Tammy Calvert
2109 West Ave. N-8
Palmdale, CA 93551
May 5th, 2007

Subject

Magicarama transfer of ownership from John and Tammy Calvert to Randy Wolf

Dear Randy,

It was nice talking to you on the phone in Los Angeles. It gave us an opportunity to have a clear verbal understanding about the sale of Magicarama.

However, I feel you should have protection in writing that will let the whole world of Magicians know you own the exclusive rights to the title Magicarama, the name of the Longest World Touring Stage Spectacular in Theatrical History.

I cannot give you (exclusive) rights to all of the illusions and magic props in the show as many of them have been performed by other magicians and manufactured by various companies and individuals.

It is fully understood that Randy Wolf shall become the sole owner of the John Calvert Show known as Magicarama which includes Illusions, Magic Props, Tricks, Dialogue, Music, Style of Presentation and Scenery upon the payment of one hundred thousand dollars.

In addition to the props and illusions, the package includes several cloth backdrops and oil painted canvases. Namely the Chinese Dragon oil painting, Frankenstein's Castle oil painting, The Battle Scene oil painting, Two Tone Blue Cloth Backdrop and Special Backdrop for Casper the Dancing Handkerchief. Also included is a streamline 16 feet Cargo Trailer which can be easily towed by your Hummer.

To simplify matters I am enclosing a DVD as a part of the package to identify some of the props and illusions that are being passed on to you.

As shown on the DVD Magicarama, all of the magic props that were used on the stage of the Orpheum Theatre in Memphis, TN are included in the package. In addition, the Doll House and the famous Flying Organ. Note: The Flying Organ was cut out of the video because of camera foul up.

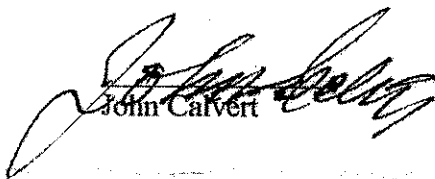
EXHIBIT A

Magiarama transfer of ownership continued

We will need to spend time together at your convenience. I'm looking forward to the Big Show we will do together. We can also do a small show at the Magic Castle if you wish. It can be anytime by giving them 3 months notice.

If you have any further questions don't hesitate to phone me. If this letter provides satisfactory agreement, please sign one copy and send it back to me.

Sincerely,

 Sammy Calvert
John Calvert Sammy Calvert


Randy Wolf

John,
Please find enclosed my \$10,000
down payment for Magiarama. As
we discussed, you have my permission
to use the show whenever you
wish. You have offered to spend
time with me and my family to
"learn" the show, which will be
arranged. Looking forward to seeing you
in Los Angeles - Randy 5/17/07

VERIFICATION

I, the undersigned, declare:

I am an attorney at law duly admitted to practice in the courts of the State of California. I am the attorney for John Calvert and Tammy Calvert in the above-captioned matter, who live in Palmdale, California and are thereby absent from the county where I have my office. I, therefore, make this verification on behalf of said John Calvert and Tammy Calvert. I have read the foregoing Complaint and know the content thereof, which is true of my own knowledge, except as to the matters that are stated on my information and belief, and as to those matters I believe them to be true.

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

Executed at San Francisco, California, this 30th day of April, 2013.



JOHN R. BROWNE III