

BOIES SCHILLER FLEXNER LLP

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16 Attorneys for Defendant  
17 ADAM ROSEMAN

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

TONY BOBULINSKI, an individual,

Plaintiff,

v.

ADAM ROSEMAN, an individual; and  
DOES 1 through 20,

Defendants.

Case No. 2:19-cv-2963

**DEFENDANT ADAM ROSEMAN'S  
NOTICE OF REMOVAL OF CIVIL  
ACTION**

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1           **TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

2           **PLEASE TAKE NOTICE** that Defendant Adam Roseman hereby removes  
3 the above-captioned matter, which was commenced as Case Number 19STCV06065  
4 in the Superior Court of the State of California for the County of Los Angeles, to the  
5 United States District Court for the Central District of California, Western Division  
6 on the basis of diversity of citizenship under 28 U.S.C. §§ 1332(a), 1441, and 1446.  
7 In support of his Notice of Removal, Roseman states the following:

8           1.       **Background:** Plaintiff Tony Bobulinski alleges that Roseman, the  
9 former Chief Executive Officer of China Branding Group (“CBG”) induced Plaintiff  
10 to invest \$650,000 in CBG. Plaintiff alleges that CBG pledged certain assets as  
11 security for Plaintiff’s loan and that those assets, in reality, were not owned by CBG  
12 but instead were owned by a different entity allegedly controlled by Roseman. *See,*  
13 *e.g.,* Ex. A, Complaint (“Compl.”) ¶¶ 2-3. Plaintiff asserts claims for fraud in the  
14 inducement, negligent misrepresentation, and breach of fiduciary duty. *Id.* ¶¶ 41-60.  
15 Plaintiff seeks actual and consequential damages, compensatory damages, punitive  
16 and exemplary damages, costs, and attorneys’ fees. *Id.* at 12.

17           2.       **Timeliness:** Roseman’s counsel executed a notice and  
18 acknowledgment of receipt on March 18, 2019. *See* Ex. G, Notice and  
19 Acknowledgment of Receipt. Service of the summons and complaint was complete  
20 on that day. Cal. Code of Civ. Pro. § 415.30. This removal petition is, therefore,  
21 timely made under 28 U.S.C. § 1446(b)(1). *See Murphy Bros. Inc. v. Michetti Pipe*  
22 *Stringing, Inc.*, 526 U.S. 344, 347-48 (1999); *Harper v. Little Caesar Enters.*, No.  
23 SACV 18-01564-JLS-JDE, 2018 WL 5984841 at \* 2 (C.D. Cal. Nov. 14, 2018).

24           3.       **Defendant’s Citizenship:** Roseman is a citizen of the State of Georgia.  
25 *See* Compl. ¶ 6. On information and belief, no defendant other than Roseman has  
26 been named, joined, or served in this action.

27           4.       **Plaintiff’s Citizenship:** Plaintiff is a citizen of the State of California.  
28 *See* Compl. ¶ 5.

1           5.       **Diversity:** The diversity requirement of § 1332 is satisfied in this  
2 action because the matter in controversy is “between citizens of different States.” 28  
3 U.S.C. § 1332(a)(1).

4           6.       **Amount in Controversy:** The amount-in-controversy requirement of  
5 § 1332 is satisfied in this action because “the matter in controversy exceeds the sum  
6 or value of \$75,000, exclusive of interest and costs.” 28 U.S.C. § 1332(a)(1). If a  
7 plaintiff fails to plead a specific amount of damages and the amount in controversy  
8 is not “facially apparent” from the complaint, “the court may consider facts in the  
9 removal petition” to determine the amount at issue. *Kroske v. U.S. Bank Corp.*, 432  
10 F.3d 976, 980 (9th Cir. 2005). In calculating the potential amount in controversy,  
11 courts include actual damages, compensatory damages, statutory penalties,  
12 restitution, disgorgement, punitive damages, and attorney’s fees. *Wolk v. Green*, 516  
13 F.Supp.2d 1121, 1127 (N.D. Cal. 2007) (“the jurisdictional minimum may be  
14 satisfied by claims of general and specific damages, attorney’s fees, and by punitive  
15 damages”); *Kroske*, 432 F.3d at 980 (“The amount in controversy includes the  
16 amount of damages in dispute, as well as attorney’s fees, if authorized by statute or  
17 contract.”). Although Plaintiff has not pled a specific amount of damages here, the  
18 amount in controversy is, at a minimum, \$650,000 on the face of his Complaint.  
19 *See, e.g.*, Compl. ¶¶ 1 (“In this case, Roseman maximized his ‘income potential’ by  
20 defrauding a long-time business associate, Tony Bobulinski, out of \$650,000”), 35  
21 (“Under the terms of the Note, CBG was required to pay Bobulinski the principal of  
22 the Note (\$650,000) with a 2.5x return upon the close of the sale to Remark for a  
23 total of \$1,625,000.”), 36 (“Ultimately, the Joint Official Liquidators of CBG  
24 rejected Bobulinski’s Proof of Debt, claiming that Bobulinski was only owed a  
25 balance of \$650,000.”). Furthermore, Plaintiff has asserted broad claims for actual,  
26 consequential, compensatory, punitive, and exemplary damages, the total value of  
27 which far exceeds the jurisdictional minimum for removal.

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1           7.       Roseman reserves the right to amend this Notice of Removal to assert  
2 additional bases for federal jurisdiction. In addition, if Plaintiff contests, or the  
3 Court questions, whether the allegations in this Notice of Removal suffice to invoke  
4 federal jurisdiction, Roseman reserves the right to submit evidence and argument to  
5 the Court establishing that the jurisdictional requirements are met. *See Dart*  
6 *Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 554 (2014).

7           8.       Removal to this judicial district and division is proper because they  
8 “embrac[e]” Los Angeles County, the “place where [this] action is pending.” 28  
9 U.S.C. § 1441(a).

10          9.       Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal will  
11 be filed with the Clerk of the Superior Court of the State of California, County of  
12 Los Angeles, and will be served on all parties. This Notice of Removal is signed  
13 pursuant to Federal Rule of Civil Procedure 11. *See* 28 U.S.C. § 1446(a).

14          10.      The following Exhibits attached to this Notice of Removal are true and  
15 correct copies of the process, pleadings, and other papers that have been served on  
16 Defendant in this action:

- 17           a.       Exhibit A: Complaint
- 18           b.       Exhibit B: Summons
- 19           c.       Exhibit C: Original Civil Case Cover Sheet (State Court)
- 20           d.       Exhibit D: Notice of Case Assignment
- 21           e.       Exhibit E: Notice of Case Management Conference
- 22           f.       Exhibit F: Further Case Management Order and Notice from
- 23                    Dept. 73
- 24           g.       Exhibit G: Notice and Acknowledgement of Receipt

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1           **BASED ON THE FOREGOING**, Defendant hereby removes this action,  
2 now pending in the Superior Court of the State of California for the County of Los  
3 Angeles, Case No. 19STCV06065, to the United States District Court for the  
4 Central District of California, Western Division.

5  
6 DATED: April 17, 2019

BOIES SCHILLER FLEXNER LLP

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9 By           /s/ Jeffrey Hammer            
10           JEFFREY HAMMER  
11           Attorneys for Defendant  
12           ADAM ROSEMAN

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