

DEC 01 2015

Sherri R. Carter, Executive Officer/Clerk
By: Kristina Vargas, Deputy

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COPY

6 Attorneys for Defendants and Cross-Complainants
7 ANNA DOKOZA and LUKA'S GIRL PRODUCTIONS, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

11 ARDEN SILVERMAN DBA CAPITAL)
12 ASSET PROTECTION,)

13 Plaintiff,)

14 vs.)

15 ANNA DOKOZA, an individual; LUKA'S)
16 GIRL PRODUCTIONS, INC., a California)
17 corporation; AND DOES 1 to 10 INCLUSIVE,)

18 Defendants.)

19 ANNA DOKOZA, an individual; LUKA'S)
20 GIRL PRODUCTIONS, INC., a New York)
21 corporation,)

22 Cross-Complainant,)

23 vs.)

24 LENHOFF ENTERPRISES, INC., a California)
25 corporation dba LENHOFF & LENHOFF;)
26 AND ROES 1 to 10 INCLUSIVE,)

27 Cross-Defendants.)
28

Case No.: BC 584135

**CROSS-COMPLAINT OF ANNA DOKOZA
AND LUKA'S GIRL PRODUCTIONS, INC.
FOR:**

- (1) UNFAIR BUSINESS PRACTICES
[BUS. & PROF. CODE §17200 et seq.]
- (2) VIOLATION OF THE TALENT
AGENCIES ACT
[LABOR CODE §1700 et seq.]
- (3) BREACH OF FIDUCIARY DUTY
- (4) DECLARATORY RELIEF

Action filed: June 4, 2015
Trial Date: None set

Assigned for all purposes to: Judge Michael J.
Raphael, Department 51

1 Defendants and Cross-Complainants Anna Dokoza and Luka's Girl Productions, Inc. ("Cross-
2 Complainants") hereby allege as follows:

3 **COMMON ALLEGATIONS**

4 1. Cross-Defendant Lenhoff Enterprises, Inc., doing business as Lenhoff & Lenhoff
5 ("Lenhoff" or "Cross-Defendant"), the former talent agent for Cross-Complainant Anna Dokoza, has
6 committed a series of illegal and unethical maneuvers to collect commissions from Ms. Dokoza. By this
7 Cross-Complaint, Lenhoff is exposed as the sort of talent agent that takes advantage of its clients, falsely
8 claims entitlement to client commissions from work it had no part in securing, blatantly violates the
9 Talent Agencies Act, and withholds commissions from its own clients. Lenhoff's actions with regard to
10 its former client, Ms. Dokoza, and her loan out company, Cross-Complainant Luka's Girl Productions,
11 Inc., give rise to the right to reimbursement to Cross-Complainants, damages, as well as suspension or
12 revocation of Lenhoff's talent agent license. Moreover, Lenhoff transferred its utterly unenforceable
13 monetary claim to collection agent Arden B. Silverman – a former lawyer who resigned his law license
14 with charges pending. Lenhoff's collection agent then proceeded to harass and bully Ms. Dokoza in
15 violation of applicable laws. Lenhoff, like all talent agencies, are bound by the strictures of the Talent
16 Agencies Act and statutes governing the industry. Lenhoff cannot operate beyond the rules of law
17 without repercussions. By this action, Lenhoff will be forced to answer for its conduct before this Court.
18 Further, Ms. Dokoza will be petitioning the Labor Commissioner, seeking the revocation of Lenhoff's
19 talent agent license due to its numerous and flagrant violations of the Labor Code.

20 2. Cross-Complainant Anna Dokoza is an individual residing in the State of New York.

21 3. Cross-Complainant Luka's Girl Productions, Inc. is a corporation, organized and existing under
22 the laws of the State of New York, with its principal place of business located in the State of New York.

23 4. Cross-Complainants allege on information and belief that Cross-Defendant is a corporation,
24 organized and existing under the laws of the State of California, with its principal place of business
25 located in the State of California, County of Los Angeles.

26 5. Cross-Complainants are ignorant of the true names and capacities of cross-defendants sued
27 herein as ROES 1 through 10, inclusive, and thereon sues these cross-defendants by such fictitious
28 names. Cross-Complainants allege on information and belief that such ROE cross-defendants are liable

1 to Cross-Complainants for the actions hereinafter set forth. Cross-Complainants will amend this Cross-
2 Complaint to allege the true names and capacities of such ROE cross-defendants when ascertained.

3 6. Cross-Complainants allege on information and belief that, at all times relevant hereto, each
4 cross-defendant, including ROE cross-defendants, was the agent, servant, employee and/or
5 representative of each of the other cross-defendants and, in doing the things herein alleged, was acting
6 within the course and scope of, and pursuant to, said agency, services, employment and/or
7 representation.

8 7. Jurisdiction and venue for this action in the County of Los Angeles are proper pursuant to,
9 without limitation, California Code of Civil Procedure § 393, § 395 and § 395.5 in that, among other
10 things, (a) the Cross-Defendants' principal place of business is in the County of Los Angeles, within the
11 State of California; (b) the obligation or liability arose, or the breach occurred by Cross-Defendants in
12 the County of Los Angeles, within the State of California; and (c) the conduct occurred and the claims
13 and causes of action alleged herein arose in the State of California, County of Los Angeles.

14 **FIRST CAUSE OF ACTION – UNFAIR BUSINESS PRACTICES**

15 **(Unfair Business Practices (Bus. & Prof. Code 17200 et seq.) Against Cross-Defendants**
16 **and Roes 1 through 10)**

17 8. Cross-Complainants allege herein by this reference each and every allegation contained in
18 paragraphs 1 through 7, inclusive, of this Cross-Complaint as if fully set forth herein.

19 9. As set forth herein, on information and belief, Cross-Defendants are, and have been, engaged
20 in the practice of, among other things, operating a talent agency while unlawfully taking advantage of its
21 clients, falsely claiming entitlement to client commissions from work Cross-Defendants had no part in
22 securing, blatantly violating the Talent Agencies Act and withholding commissions from its own clients.

23 10. Specifically, Cross-Complainant Anna Dokoza is an Executive Producer in the entertainment
24 industry. Her loan out company is Cross-Complainant Luka's Girl Productions, Inc. They are former
25 clients of Cross-Defendant Lenhoff who operated as their talent agency for a period of time. While
26 Lenhoff was acting as Cross-Complainants' agent, Cross-Complainants entered into an agreement for a
27 television 'pilot' entitled, "Baskets." After Cross-Complainant terminated their relationship with Cross-
28 Defendant and they were no longer acting as their agent, Cross-Complainant entered into a separate

1 agreement for a full season of "Baskets." Among other things, Lenhoff is claiming entitlement to
2 commissions from the "Baskets" television series – apart from the pilot – in an amount of \$217,000,
3 even though they played no role in procuring that agreement. In addition, Cross-Defendant sold off the
4 alleged "debt" in falsely claimed commissions from the series to a third party debt collection agency,
5 namely Plaintiff herein, pursuant to the Assignment attached to the underlying Complaint which
6 Plaintiff filed in June 2015 alleging a Common Count cause of action for \$217,000.

7 11. Additionally, Cross-Defendant Lenhoff received a check from the production company for the
8 series, meant for Cross-Complainants, on August 4, 2015 (in the amount of \$7,500) and cashed the
9 check on August 12, 2015. Cross-Defendant never sent any portion of the check to Cross-Complainant
10 as obligated under the Talent Agencies Act. Cross-Defendants' retention of these funds violated
11 California's Talent Agencies Act, specifically, California Labor Code § 1700.25(a) which provides:

12 "A licensee who receives any payment of funds on behalf of an artist shall immediately deposit
13 that amount in a trust fund account maintained by him or her in a bank or other recognized
14 depository. The funds, less the licensee's commission, shall be disbursed to the artist within 30
15 days after receipt."

16 12. Cross-Complainants are informed and believe and thereon allege that Cross-Defendants
17 performed the above-mentioned acts for the purpose of injuring Cross-Complainants and unfairly
18 competing with those competitors who are required to abide by requirements of the talent agency
19 industry.

20 13. The aforementioned acts and practices of Cross-Defendants as set forth above in paragraphs 1-
21 12, constitute unfair, unlawful, wrongful and fraudulent business practices in violation of California's
22 Unfair Competition Law ("UCL"), Business and Professions Code §§ 17200, et seq.

23 14. As a direct and proximate result of Cross-Defendants' unfair business practices, as set forth
24 herein, Cross-Complainants have lost money or property as a result of Cross-Defendants' multiple
25 violations of the UCL, and have suffered, and will continue to suffer injury in an amount to be proven at
26 trial.

27 15. Cross-Complainants seek restitution of all amounts wrongfully obtained by Cross-Defendants
28 as a result of the aforementioned conduct.

1 16. Cross-Defendants threaten to and unless restrained, will continue to demand commissions they
2 are not entitled to, and assign to other debt collection companies such as Plaintiff, presumably for
3 consideration, purported "debts" of Cross-Complainants that will be litigated against Cross-
4 Complainants even though such "debts" are not legitimate, allowing them to operate their business at a
5 cost less than their competitors, to the detriment of Cross-Complainants, and in violation of the Unfair
6 Practices Act.

7 17. As a proximate result of the above-mentioned acts of Cross-Defendant, Cross-Complainants
8 have been damaged, and incurred costs and fees associated with Cross-Defendant's actions, all to its
9 damage in the sum in excess of the jurisdictional limits of this court.

10 **SECOND CAUSE OF ACTION – VIOLATION OF TALENT AGENCIES ACT**
11 **(Violation of the Talent Agencies Act (Labor Code 17000 et seq.) By Cross-Complainant Dokoza**
12 **Against Cross-Defendant Lenhoff)**

13 18. Cross-Complainant Dokoza alleges herein by this reference each and every allegation contained
14 in paragraphs 1 through 17, inclusive, of this Cross-Complaint as if fully set forth herein.

15 19. Lenhoff represented Cross-Complainant Dokoza as a talent agent until approximately November
16 4, 2014, pursuant to a verbal agreement ("Verbal Talent Agent Agreement").

17 20. While Lenhoff was still Cross-Complainant Dokoza's talent agent, Cross-Complainant Dokoza
18 entered into an agreement to work as an Executive Producer for a television 'pilot' entitled "Baskets."
19 After Cross-Complainant Dokoza terminated Lenhoff as her talent agent, Cross-Complainant Dokoza
20 entered into a separate agreement for a full season of "Baskets." Among other things, Lenhoff is
21 claiming entitlement to commissions from the "Baskets" television series – apart from the pilot – in the
22 amount of \$217,000, even though Lenhoff played no role in procuring that agreement.

23 21. Lenhoff received a check from the production company for the series, meant for Cross-
24 Complainant Dokoza, on August 4, 2015 (in the amount of \$7,500 less California Tax deductions) and
25 cashed the check on August 12, 2015. Lenhoff never sent any portion of the check to Cross-
26 Complainant Dokoza as obligated under the Talent Agencies Act. Lenhoff's retention of these funds
27 violated California's Talent Agencies Act, specifically, California Labor Code § 1700.25(a) which
28 provides:

1 “A licensee who receives any payment of funds on behalf of an artist shall immediately deposit
2 that amount in a trust fund account maintained by him or her in a bank or other recognized
3 depository. The funds, less the licensee's commission, shall be disbursed to the artist within 30
4 days after receipt.”

5 22. As a proximate result of the above-mentioned acts of Cross-Defendant Lenhoff, Cross-
6 Complainant Dokoza has been damaged, and incurred costs and fees associated with Cross-Defendant
7 Lenhoff's actions, all to its damage in the sum in excess of the jurisdictional limits of this court.

8 **THIRD CAUSE OF ACTION –BREACH OF FIDUCIARY DUTY**

9 **(By Cross-Complainant Dokoza Against Cross-Defendant Lenhoff)**

10 23. Cross-Complainant Dokoza alleges herein by this reference each and every allegation contained
11 in paragraphs 1 through 22, inclusive, of this Cross-Complaint as if fully set forth herein.

12 24. On information and belief, Lenhoff is, and at all times mentioned in this Cross-Complaint was,
13 operating as a licensed talent agency.

14 25. Lenhoff represented Cross-Complainant Dokoza as her talent agent until approximately
15 November 4, 2014, pursuant to the Verbal Talent Agent Agreement. As Cross-Complainant's agent,
16 Lenhoff owed a fiduciary duty to Cross-Complainant Dokoza to act in her best interests at all times, with
17 undivided loyalty.

18 26. Lenhoff breached its fiduciary duty as Cross-Complainant's agent when it, among other things,
19 wrongfully claimed the rights to commissions from the “Baskets” television series – apart from the pilot
20 – in an amount of \$217,000, even though Lenhoff only represented Cross-Complainant in connection
21 with a written agreement for her involvement in the pilot for the series and played no role in procuring
22 any agreement for her role in the series. Lenhoff further breached its fiduciary duty as Cross-
23 Complainant's agent when it sold off the alleged “debt” in falsely claimed commissions from the series
24 to a third party debt collection agency, namely Plaintiff herein, pursuant to the Assignment attached to
25 the underlying Complaint which Plaintiff filed in June 2015 alleging a Common Count cause of action
26 for \$217,000 against Cross-Complainant. Lenhoff further breached its fiduciary duty as Cross-
27 Complainant's agent by assigning its claimed right to commissions to Plaintiff in the underlying
28 Complaint, thereby attempting to circumvent the rules and regulations of the California Labor Code

1 governing Talent Agencies which are meant to protect artists, such as Cross-Complainant, in matters
2 including without limitation the collection of commissions. Lenhoff further breached its fiduciary duty
3 as Cross-Complainant's agent when it improperly withheld money from Cross-Complainant by
4 receiving, cashing and refusing to send Cross-Complainant any portion of the check Lenhoff received
5 from the production company for the series, meant for Cross-Complainant. Lenhoff further breached its
6 fiduciary duty as Cross-Complainant's agent by restraining Cross-Complainant's ability to terminate her
7 at will agency agreement with Lenhoff when it wrongly claimed commissions for services it did not
8 render, thereby impeding Cross-Complainant's ability to procure another agent for such services.

9 27. As the result of Lenhoff's breach of fiduciary duty, Cross-Complainant has been damaged in an
10 amount in excess of the jurisdictional limits of this Court.

11 **FOURTH CAUSE OF ACTION -- DECLARATORY RELIEF**

12 **(Declaratory Relief against Cross-Defendants and Roes 1 through 10)**

13 28. Cross-Complainant hereby incorporates by reference each and every allegation set forth in
14 Paragraphs 1 through 27 as if set forth in full herein.

15 29. While Lenhoff was acting as Cross-Complainants' agent, Cross-Complainants entered into an
16 agreement for a television 'pilot' entitled, "Baskets." After Cross-Complainant terminated their
17 relationship with Cross-Defendant and they were no longer acting as their agent, Cross-Complainant
18 entered into a separate agreement for a full season of "Baskets." Among other things, Lenhoff is
19 claiming entitlement to commissions from the "Baskets" television series – apart from the pilot – in an
20 amount of \$217,000, even though they played no role in procuring that agreement. In addition, Cross-
21 Defendant sold off the alleged "debt" in falsely claimed commissions from the series to a third party
22 debt collection agency, namely Plaintiff herein, pursuant to the Assignment attached to the underlying
23 Complaint which Plaintiff filed in June 2015 alleging a Common Count cause of action for \$217,000.

24 30. Additionally, Cross-Defendant Lenhoff received a check from the production company for the
25 series, meant for Cross-Complainants, on August 4, 2015 and cashed the check on August 12, 2015.
26 Cross-Defendant never sent any portion of the check to Cross-Complainant as obligated under the Talent
27 Agencies Act. Cross-Defendants' retention of these funds violated California's Talent Agencies Act,
28 specifically, California Labor Code § 1700.25(a).

1 31. An actual controversy has arisen and now exists between Cross-Complainants, on the one hand,
2 and Cross-Defendants and Roes 1 through 10, and each of them, on the other hand, in that:

3 32. Cross-Complainants contend there are no commissions owed to Cross-Defendants, and by virtue
4 of the same, no assigned rights subject to collection of "debts" which form the basis of Plaintiff's claims
5 herein. Cross-Complainants dispute that they owe Cross-Defendants and/or Plaintiff the sum of
6 \$217,000, or any sum, for commissions or otherwise.

7 33. Cross-Complainants also contend that Cross-Defendants retention of funds received from the
8 production company for the series, in the amount of \$7500, was required to be sent directly to Cross-
9 Complainants.

10 34. Cross-Complainants desire a judicial declaration that, (a) they do not owe Cross-Defendants
11 and/or Plaintiff the sum of \$217,000, or any sum, for commissions or otherwise; and (b) Cross-
12 Defendants are required to return to Cross-Complainants the funds from the check they received from
13 the production company for the series and deposited in their account, along with all other fees and costs
14 as a result of their unlawful retention of such funds.

15 35. A judicial declaration is necessary at this time so as to determine the rights of the parties with
16 respect to the rights, or lack thereof, to commissions and the funds unlawfully retained by Cross-
17 Defendants, so as to avoid any future disputes or legal action related thereto.

18
19 WHEREFORE, Cross-Complainants pray for judgment against Cross-Defendants and Roes 1
20 through 10, and each of them, as follows:

21
22 On Cross-Complainants' First Cause of Action for Unfair Business Practices:

23 1. For an order requiring Cross-Defendants, and each of them, to show cause, if any they
24 have, why they should not be enjoined as set forth herein, during the pendency of this action;

25 2. For a temporary restraining order, a preliminary injunction, and a permanent injunction,
26 all enjoining Cross-Defendants from continuing to demand commissions they are not entitled to, and
27 assign to other debt collection companies such as Plaintiff, presumably for consideration, purported
28

1 “debts” of Cross-Complainants that will be litigated against Cross-Complainants even though such
2 “debts” are not legitimate;

3 3. For an order that Cross-Defendants, and each of them, turn over to Cross-Complainants
4 all proceeds derived from their wrongful conduct

5 4. For reasonable attorney’s fees;

6 On Cross-Complainants’ Second Cause of Action for Violation of the Talent Agencies Act:

7 1. That Respondents be ordered to return the withheld funds from the August 4, 2015 check
8 to Petitioner, along with appropriate damages, interest and attorney’s fees;

9 2. For such other and further relief as the Court may deem just and proper.

10 On Cross-Complainants’ Third Cause of Action for Breach of Fiduciary Duty:

11 1. For an award of damages to Cross-Complainant in an amount to be determined at the
12 time of trial, which will compensate Cross-Complainant for all the detriment proximately caused by
13 Cross-Defendants Breach

14 On Cross-Complainants’ Fourth Cause of Action for Declaratory Relief:

15 1. For a judicial declaration that, Cross-Complainants (a) do not owe Cross-Defendants
16 and/or Plaintiff the sum of \$217,000, or any sum, for commissions or otherwise; and (b) Cross-
17 Defendants are required to return to Cross-Complainants the funds from the check they received from
18 the production company for the series and deposited in their account, along with all other fees and costs
19 as a result of their unlawful retention of such funds.

20 On All Causes of Action:

21 1. For pre-judgment interest in an amount according to proof at trial.

22 2. For such other and further relief as the court may deem proper.

23
24 Dated: December 1, 2015

FREEDMAN + TAITELMAN, LLP

25
26 By: 

27 Bryan J. Freedman
28 David Marmorstein
Attorneys for Defendants and Cross-Complainants
ANNA DOKOZA and LUKA’S GIRL
PRODUCTIONS, INC.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA** }
3 **COUNTY OF LOS ANGELES** } ss.

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 500, Los
6 Angeles, California 90067.

7 On **December 1, 2015**, I served the foregoing document(s) described as **CROSS-COMPLAINT**
8 **OF ANNA DOKOZA AND LUKA'S GIRL PRODUCTIONS, INC. FOR: (1) UNFAIR**
9 **BUSINESS PRACTICES [BUS. & PROF. CODE §17200 et seq.]; (2) VIOLATION OF THE**
10 **TALENT AGENCIES ACT [LABOR CODE§1700 et seq.]; (3) BREACH OF FIDUCIARY**
11 **DUTY; (4) DECLARATORY RELIEF** on the interested parties in this action by placing the
12 original OR true copies thereof enclosed in sealed envelopes addressed as follows:

13
14 Arden Silverman dba Capital Asset
15 Protection, In Pro Per
16 23679 Calabasas Rd., #677
17 Calabasas, CA 91302

18 *Plaintiff, In Pro Per*

19 **By United States Mail:** I am readily familiar with the firm's practice for collection and
20 processing correspondence for mailing. Under that practice, it would be deposited with the
21 United States Postal Service on that same day with postage thereon fully prepaid at Los
22 Angeles, California in the ordinary course of business. I am aware that on motion of the
23 party served, service is presumed invalid if postal cancellation date or postage meter date is
24 more than one day after date deposit for mailing in affidavit.

25 **By Fedex Delivery:** By placing the document(s) listed above in a sealed Federal Express
26 envelope and affixing a pre-paid air bill and causing the envelope to be delivered to a
27 Federal Express agent for next business day delivery to the address(es) listed below.

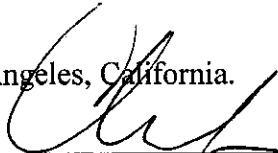
By Personal Service: I personally delivered said envelopes(s) to the offices of the
addressee(s) listed above.

By Fax Transmission: Based on an agreement of the parties to accept service by fax
transmission, I faxed the documents to the persons at the fax number listed below from
(310) 201-0045. No error was reported by the fax machine.

By Email: I emailed a true copy of the above described document(s) pursuant to CCP§
1010.6 to all parties in this action by electronic transmission to the email address provided
and listed by the parties.

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

Executed on **December 1, 2015** at Los Angeles, California.


Christina Puello