

**ORIGINAL****FILED**  
Superior Court Of California  
County Of Los Angeles

JUN 23 2014

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Attorneys for Plaintiff United Talent Agency, Inc.

## SUPERIOR COURT OF CALIFORNIA

## COUNTY OF LOS ANGELES, CENTRAL DISTRICT

UNITED TALENT AGENCY, INC., a  
California corporation,

Plaintiff,

v.

POPPY PETAL EMA ELIZABETH  
DEVERAUX DONAHUE, a/k/a  
POPPY MONTGOMERY, an  
individual; TEICHAN  
PRODUCTIONS, INC., a California  
corporation; and DOES 1 through 20,  
inclusive,

Defendants.

Case No.: BC549483

## COMPLAINT FOR:

1. BREACH OF CONTRACT
2. ACCOUNTING
3. QUANTUM MERUIT
4. COMMON COUNT FOR SERVICES PERFORMED
5. ACCOUNT STATED
6. OPEN BOOK ACCOUNT
7. DECLARATORY JUDGMENT

D-38 Maureen Duffy-Lewis

Plaintiff United Talent Agency, Inc. ("UTA") complains against Defendants Poppy Petal

Ema Elizabeth Deveraux Donahue a/k/a Poppy Montgomery, an individual ("Montgomery")

Teichan Productions, Inc. ("Teichan"), and Does 1 through 20, as follows:

///

///

BY FAX

CIT/CASE: BC549483  
AER/DEF#:

RECEIPT #: CCH517486007

DATE PAID: 06/23/14 03:26 AM  
PAYMENT: \$435.00  
310

CHICK:	\$435.00
CASH:	\$0.00
CHECK:	\$0.00
CARD:	\$0.00

06/23/2014

1 SUMMARY OF ACTION

2 1. UTA represented Montgomery as an actor beginning August 2010, during which  
3 time UTA negotiated a lucrative deal for her to perform on the hit television series *Unforgettable*  
4 (the "Show"). Montgomery appeared on the Show since its first season in 2011, and continues to  
5 appear in the Show, which will soon be airing its third season. Montgomery paid commissions  
6 due to UTA through and including season one of the Show, and then, for no reason whatsoever,  
7 suddenly stopped making payments. Montgomery has not only turned her back on the people  
8 who helped her career, but on her contractual obligations to those people.

9 PRELIMINARY ALLEGATIONS

10 2. UTA is, and at all times herein mentioned was, a California corporation, in the  
11 business of providing services as a talent agency, with its principal place of business in Los  
12 Angeles County, California and duly licensed under the applicable laws of the State of  
13 California.

14 3. UTA alleges on information and belief that Montgomery is, and at all times  
15 mentioned was, an individual residing in Los Angeles, California.

16 4. UTA alleges on information and belief that Teichan is, and at all times mentioned  
17 was, a California corporation with its principal place of business in Los Angeles, California.  
18 UTA alleges on information and belief that Teichan is the loanout company for Montgomery.

19 5. The true names and capacities, whether individual, corporate, associate or  
20 otherwise of the defendants named herein as Does 1 through 20, inclusive, are unknown to  
21 UTA which therefore sues said defendants by such fictitious names. UTA alleges on  
22 information and belief that each of the defendants, including those designated as a Doe, are  
23 responsible for the events alleged herein and the damages caused thereby as a principal, agent,  
24 co-conspirator, aider and abettor, or alter ego. UTA will seek leave of this Court to amend this  
25 Complaint to allege the true names and capacities of such defendants when the same have been  
26 ascertained.

27 6. UTA alleges on information and belief that Defendants and the Doe defendants at  
28 all times relative to this action were the agents, servants, partners, joint venturers and employees

1 of each other. Defendants and the Doe defendants, in doing the acts alleged herein, were acting  
2 with the knowledge and consent of each of the other defendants in this action.

3 7. Pursuant to California Code of Civil Procedure sections 393 and 395, this Court is  
4 the proper court for trial of this matter because, among other things, Defendants' principal places  
5 of business is in Los Angeles County, California and because the county in which the  
6 obligations, which are the subject of this Complaint, were incurred, and thus the county in which  
7 the subject contracts were to be performed, is Los Angeles County, California.

8 **FACTS COMMON TO ALL CAUSES OF ACTION**

9 8. In or around August 2010, Montgomery and UTA entered into an oral contract  
10 whereby Montgomery agreed to pay UTA commissions in accordance with industry custom  
11 and practice in exchange for UTA's services to act as her talent agent. Specifically, the oral  
12 agreement provided for a ten percent (10%) commission payable to UTA on all income and  
13 other monies received by Montgomery or on Montgomery's behalf for any employment  
14 contracts entered into or negotiated, or any employment accepted by, Montgomery during the  
15 term of representation, as well as commissions on any extensions, renewals or additional  
16 seasons of said employment contracts or employment, irrespective of the exercise date of those  
17 extensions, renewals or additional seasons (the "Talent Agency Agreement").

18 9. UTA alleged on information and belief that in or around July 1997,  
19 Montgomery created the Teichan entity to serve as her loanout company. The parties agreed  
20 that Teichan would be jointly and severally liable for all of Montgomery's obligations to UTA  
21 under the Talent Agency Agreement.

22 10. Shortly after UTA began representing Montgomery, UTA negotiated on  
23 Montgomery's behalf and procured employment for Montgomery to appear as an actor on the  
24 CBS television series *Unforgettable* (the "Show"). The Show is currently in its third season.

25 11. UTA negotiated a contract for Montgomery to earn \$90,000 per episode for her  
26 services on the Show for season one; \$93,600 per episode for season two; and \$97,340 per  
27 episode for season three.

28 12. Montgomery (by and through Teichan) paid UTA a ten percent commission on

1 monies earned from the Show through and including season one. Montgomery then suddenly  
2 stopped paying UTA its commissions.

3 13. Pursuant to the terms of the Talent Agency Agreement, UTA is entitled to  
4 payment of a ten percent commission (or \$9,360 per episode for season two and \$9,734 per  
5 episode for season three) on any and all monies which Montgomery receives in connection with  
6 seasons two and three of the Show.

7 14. Accordingly, UTA now files this action to recover commissions on monies  
8 received by Montgomery in connection with her services on the Show from and including  
9 seasons two and three.

10 **FIRST CAUSE OF ACTION**

11 **(For Breach of Oral Contract Against All Defendants)**

12 15. UTA re-alleges herein by this reference each and every allegation contained in  
13 paragraphs 1 through 14, inclusive, of this Complaint as if set forth fully herein.

14 16. In or around August 2010, UTA and Montgomery entered into an oral agreement  
15 referred to herein as the Talent Agency Agreement, whereby Montgomery agreed to pay UTA  
16 commissions pursuant to industry standards in exchange for UTA's services to act as a talent  
17 agency representing Montgomery. Specifically, pursuant to the Talent Agency Agreement  
18 between Montgomery and UTA, Montgomery agreed to pay UTA a ten percent commission on  
19 any and all income or monies received as a result of employment contracts entered into, or  
20 negotiated, or to any employment accepted by Montgomery during the term of UTA's  
21 representation, including without limitation, any extensions, renewals or additional seasons of  
22 said employment contracts or employment irrespective of the exercise date of such extensions,  
23 renewals or additional seasons.

24 17. The parties agreed that Teichan would be jointly and severally liable for all of  
25 Montgomery's obligations to UTA under the Talent Agency Agreement.

26 18. UTA has performed all conditions, covenants, and promises required of it in  
27 accordance with the terms and conditions of the Talent Agency Agreement, except those  
28 conditions, covenants and promises the performance of which was excused by Defendants'

1 conduct.

2 19. While Montgomery was represented by UTA, specifically in or around February  
3 2011, Montgomery entered into an agreement to provide acting services on the Show.  
4 Montgomery (by and through Teichan) paid UTA its owed commission through and including  
5 season one of the Show and then ceased making payments. UTA is owed ten percent of all  
6 monies earned by Montgomery for her services on the Show since and including episode one of  
7 season two.

8 20. Despite UTA's demands for payment of said commissions, Defendants have  
9 refused to pay UTA the same. Accordingly, Defendants, and each of them, have breached the  
10 Talent Agency Agreement.

11 21. As a proximate result of Defendants' breach of the Talent Agency Agreement,  
12 UTA has been damaged in an amount to be determined at trial, but in excess of \$248,222.

13 **SECOND CAUSE OF ACTION**

14 **(For Accounting Against All Defendants)**

15 22. UTA re-alleges herein by this reference each and every allegation contained in  
16 paragraphs 1 through 21, inclusive, of this Complaint as if set forth fully herein.

17 23. Defendants received certain sums in connection with her services on the Show, a  
18 portion of which is due UTA pursuant to the Talent Agency Agreement.

19 24. The amount of money due and owing from Defendants to UTA pursuant to the  
20 Talent Agency Agreement is unknown to UTA and cannot be ascertained without an accounting  
21 of the compensation received in connection with the Show.

22 25. Defendants have access to such information, but have not provided UTA with the  
23 same. UTA does not have access to such information.

24 26. As a proximate result of Defendants' failure to provide an accounting, an order  
25 from the Court requiring Defendants to provide a full accounting of compensation received in  
26 connection with the Show is necessary and proper.

**THIRD CAUSE OF ACTION****(For Quantum Meruit Against All Defendants)**

27. UTA re-alleges herein by this reference each and every allegation contained in paragraphs 1 through 26, inclusive, of this Complaint as if set forth fully herein.

28. In or around August 2010, Montgomery engaged UTA to represent her as her talent agency in connection with her work as an actor.

29. In the course of UTA's representation of Montgomery, specifically, in or around February 2011, UTA negotiated an employment contract for Montgomery to provide individual acting services on the Show.

30. Upon information and belief, Defendants received certain sums in connection with her services on the Show.

31. Despite having demanded payment, Defendants refuse to compensate UTA for its services.

32. Defendants have not paid UTA the fair and reasonable value of UTA's services, the value of which UTA will prove at trial on this matter. Such amount is presently due and owing to UTA, together with interest on said amount at the legal rate.

**FOURTH CAUSE OF ACTION****(Common Count for Services Performed Against All Defendants)**

33. UTA re-alleges herein by this reference each and every allegation contained in paragraphs 1 through 32, inclusive, of this Complaint as if set forth fully herein.

34. Within the last two years Defendants, and each of them, have become indebted to UTA in an agreed sum for services provided by UTA at the request of Montgomery and for the benefit of Defendants.

35. UTA provided representation and talent agency services at the special request of Montgomery and for the benefit of Defendants, and each of them.

36. Despite UTA's repeated demands for payment for said services, Defendants, and each of them, have refused to make payment.

37. An outstanding amount subject to proof at trial is due and owing to UTA by

1 Defendants, and each of them.

2 **FIFTH CAUSE OF ACTION**

3 **(For Account Stated Against All Defendants)**

4 38. UTA re-alleges herein by this reference each and every allegation contained in  
5 paragraphs 1 through 37, inclusive, of this Complaint as if set forth fully herein.

6 39. In or around August 2010, UTA and Montgomery entered into an oral agreement  
7 referred to herein as the Talent Agency Agreement, whereby Montgomery agreed to pay UTA  
8 commissions pursuant to industry standards in exchange for UTA's services as a talent agency  
9 representing Montgomery. Specifically, pursuant to the Talent Agency Agreement between  
10 Montgomery and UTA, Montgomery agreed to pay UTA a ten percent commission on any and  
11 all income or monies received as a result of employment contracts entered into, or negotiated, or  
12 to any employment accepted by Montgomery during the term of UTA's representation, including  
13 without limitation any extensions, renewals or additional seasons of said employment contracts  
14 or employment irrespective of the exercise date of such extensions, renewals or additional  
15 seasons.

16 40. The parties agreed that Teichan would be jointly and severally liable for all of  
17 Montgomery's obligations to UTA under the Talent Agency Agreement.

18 41. UTA has performed all conditions, covenants, and promises required of it in  
19 accordance with the terms and conditions of the Talent Agency Agreement, except those  
20 conditions, covenants and promises the performance of which was excused by Defendants'  
21 conduct.

22 42. While Montgomery was represented by UTA, specifically in or around February  
23 2011, Montgomery entered into an agreement to provide acting services on the Show.  
24 Montgomery (by and through Teichan) paid UTA its owed commission through and including  
25 season one of the Show, and then ceased making payments. UTA is owed ten percent of all  
26 monies earned by Defendants for Montgomery's services on the Show since and including  
27 episode one of season two.

28 43. UTA has submitted statements to Defendants for the monies owed pursuant to the

1 Talent Agency Agreement. Defendants never objected to those statements, and in fact conceded  
2 that those amounts were owed. Despite UTA's statements and demands for payment of said  
3 commissions, Defendants have refused to pay UTA the same.

4 44. As a proximate result of Defendants' breach of the Talent Agency Agreement,  
5 UTA has been damaged in an amount to be determined at trial, but in excess of \$248,222.

6 **SIXTH CAUSE OF ACTION**

7 **(For Open Book Account Against All Defendants)**

8 45. UTA re-alleges herein by this reference each and every allegation contained in  
9 paragraphs 1 through 44, inclusive, of this Complaint as if set forth fully herein.

10 46. Within the last two years, Defendants have become indebted to UTA on an  
11 account for money due for UTA's representation and talent agency services at the special request  
12 of Montgomery and for the benefit of Defendants, and each of them.

13 47. Despite UTA's repeated demands for payment for said services, Defendants have  
14 refused to make payment.

15 48. An outstanding amount subject to proof at trial is due and owing to UTA by  
16 Defendants, and each of them.

17 **SEVENTH CAUSE OF ACTION**

18 **(For Declaratory Relief Against All Defendants)**

19 49. UTA re-alleges herein by this reference each and every allegation contained in  
20 paragraphs 1 through 48, inclusive, of this Complaint as if set forth fully herein.

21 50. UTA contends that it is entitled to a ten percent commission on any and all  
22 monies received by Defendants in connection with the Show as a result of the Talent Agency  
23 Agreement. Defendants contend that they do not owe UTA such commissions.

24 51. Accordingly, an actual controversy has arisen and now exists between Defendants  
25 and UTA regarding commissions owed by Defendants to UTA.

26 52. UTA desires a judicial determination of its rights and duties, and a declaration  
27 that Defendants, and each of them, are obligated to pay UTA a ten percent commission on any  
28 and all compensation Defendants receive in connection with the Show.



1 53. A judicial declaration therefore is necessary and appropriate at this time under the  
2 circumstances in order to determine UTA's rights and Defendants' obligations under the Talent  
3 Agency Agreement.

4 WHEREFORE, UTA prays for judgment in its favor and against Defendants as follows:

5 **On the First Cause of Action:**

- 6 1. For general damages in an amount to proven at trial.  
7 2. For pre-judgment interest at the maximum rate permitted by law;  
8 3. For costs of suit incurred herein; *and*  
9 4. For such other and further relief as the Court may deem just and proper.

10 **On the Second Cause of Action:**

- 11 1. For an accounting by Defendants;  
12 2. For payment to UTA of the amount due from Defendants as a result of the  
13 accounting;  
14 3. For pre-judgment interest at the maximum rate permitted by law;  
15 4. For costs of suit incurred herein; *and*  
16 5. For such other and further relief as the Court may deem just and proper.

17 **On the Third Cause of Action:**

- 18 1. For the specific value of services provided according to proof;  
19 2. For pre-judgment interest at the maximum rate permitted by law;  
20 3. For costs of suit incurred herein; *and*  
21 4. For such other and further relief as the Court may deem just and proper.

22 **On the Fourth Cause of Action:**

- 23 1. For general damages in an amount to be proven at trial;  
24 2. For pre-judgment interest at the maximum rate permitted by law;  
25 3. For costs of suit incurred herein; *and*  
26 4. For such other and further relief as the Court may deem just and proper.

27 **On the Fifth Cause of Action:**

- 28 1. For general damages in an amount to proven at trial;  
2. For pre-judgment interest at the maximum rate permitted by law;

3. For costs of suit incurred herein; *and*
4. For such other and further relief as the Court may deem just and proper.

**On the Sixth Cause of Action:**

1. For general damages in an amount to proven at trial;
2. For pre-judgment interest at the maximum rate permitted by law;
3. For costs of suit incurred herein; *and*
4. For such other and further relief as the Court may deem just and proper.

**On the Seventh Cause of Action:**

1. For an order declaring that Defendants are obligated to pay UTA ten percent commission on all compensation Defendants receive from the Show now and in the future;
2. For costs of suit incurred herein; *and*
3. For such other and further relief as the Court may deem just and proper.

DATED: June 23, 2014

FREEDMAN + TAITELMAN, LLP

By: 

Bryan J. Freedman  
Jordan D. Susman  
Attorneys for Plaintiff United Talent  
Agency, Inc.

**ORIGINAL**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Bryan J. Freedman (SBN 151990) Jordan D. Susman (SBN 246116) FREEDMAN + TAITELMAN, LLP 1901 Avenue of the Stars, Suite 500 Los Angeles, California 90067 TELEPHONE NO.: 310-201-0005 FAX NO.: 310-201-0045 ATTORNEY FOR (Name): Plaintiff United Talent Agency, Inc.		FOR COURT USE ONLY  <b>FILED</b> Superior Court Of California County Of Los Angeles  <b>JUN 23 2014</b>  Sherri K. Carter, Clerk By <u>Kristina Vargas</u> , Deputy Kristina Vargas
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District		
CASE NAME: UNITED TALENT AGENCY, INC., a California corporation vs. POPPY PETAL EMA ELIZABETH DEVERAUX DONAHUE, a/k/a POPPY MONTGOMERY, an individual, et al.		CASE NUMBER: <b>BC549483</b> JUDGE: DEPT:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

BY FAX

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Seven (7) Breach of Contract, Accounting, Quantum Meruit, etc.
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related cases (You may use form CM-015.)

Date: June 23, 2014

Bryan J. Freedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

**ORIGINAL**

SHORT TITLE: United Talent Agency v. Poppy Montgomery, et al.

CASE NUMBER **BC549483**

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 3-5 ☐ HOURS/ ☒ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reason (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

**BY FAX**

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 8 Above)	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.	
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.	
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.	
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.	
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.	
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.	
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
		Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.	
		<input type="checkbox"/> A6032 Quiet Title	2., 6.	
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.	
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.	

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A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons See Step 9 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

06/23/2014  
 Miscellaneous  
 Civil Petitions


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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		<b>ADDRESS:</b> <u>9336 Civic Center Drive</u>
<b>CITY:</b> <u>Beverly Hills</u>	<b>STATE:</b> <u>CA</u>	<b>ZIP CODE:</b> <u>90210</u>

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: June 23, 2014

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Bryan J. Freedman

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

06/23/2014