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6 Attorneys for Respondents
7 POPPY PETAL EMA ELIZABETH DEVERAUX DONAHUE a/k/a POPPY MONTGOMERY
8 and TEICHAN PRODUCTIONS, INC.

8 BEFORE THE LABOR COMMISSIONER
9 DEPARTMENT OF INDUSTRIAL RELATIONS
10 STATE OF CALIFORNIA

12 UNITED TALENT AGENCY, INC., a) CASE NO. TAC - 37058
13 California corporation,)
14 Petitioner,) **ANSWER TO PETITION TO**
15 v.) **DETERMINE CONTROVERSY**
16 POPPY PETAL EMA ELIZABETH)
17 DEVERAUX DONAHUE a/k/a POPPY)
18 MONTGOMERY, an individual; TEICHAN)
19 PRODUCTIONS, INC., a California)
20 corporation; and DOES 1 through 20,)
inclusive,)
Respondents.)

21 Respondents POPPY PETAL EMA ELIZABETH DEVERAUX DONAHUE a/k/a POPPY
22 MONTGOMERY and TEICHAN PRODUCTIONS, INC. (collectively "Respondents") hereby
23 respond to the Petition to Determine Controversy (the "Petition") filed by Petitioner UNITED
24 TALENT AGENCY, INC. ("Petitioner") as follows:

25 **GENERAL DENIAL**

26 Respondents deny, generally and specifically, each and every allegation contained in the
27 Petition, and the whole thereof, and deny that Petitioner is entitled to the relief sought in the Petition
28 or any relief whatsoever.

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FIRST AFFIRMATIVE DEFENSE

(Failure to Allege a Claim Properly to be Determined by the Labor Commissioner)

1. The Petition alleges one or more claims over which the Labor Commissioner does not have original jurisdiction.

SECOND AFFIRMATIVE DEFENSE

(No Written Agency Agreement)

2. Petitioner’s claims are barred, in whole or in part, because Respondents did not have a written agency agreement with Petitioner.

THIRD AFFIRMATIVE DEFENSE

(Failure to Comply with 8 CCR § 12002)

3. Petitioner’s claims are barred, in whole or in part, because even if Petitioner had an oral agreement with Respondent (which Respondents deny), Petitioner failed to confirm in writing its alleged procurement of *Unforgettable* within 72 hours of that alleged procurement.

FOURTH AFFIRMATIVE DEFENSE

(Unclean Hands)

4. Petitioner is guilty of unclean hands with regard to some or all of the matters at issue and is therefore barred from seeking the requested relief.

FIFTH AFFIRMATIVE DEFENSE

(Waiver)

5. Each of the purported claims in the Petition is barred by the doctrine of waiver.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

6. Each of the purported claims in the Petition is barred by the doctrine of estoppel.

SEVENTH AFFIRMATIVE DEFENSE

(Reasonable Justification)

7. If and to the extent any of the alleged wrongful acts set forth in the Petition occurred, any and all such acts were reasonably justified.

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EIGHTH AFFIRMATIVE DEFENSE

(Lack of Standing)

8. Petitioner’s claims are barred, in whole or in part, because Petitioner lacks standing to assert the claims against Respondents.

NINTH AFFIRMATIVE DEFENSE

(Damages Not Proximately Caused by Cross-Defendants)

9. Respondents are not liable for any of the purported damages alleged in the Petition for the reason that any such damages are not the direct or proximate result of any act or omission of Respondents.

TENTH AFFIRMATIVE DEFENSE

(Lack of Duty or Obligation)

10. Petitioner's claims are barred, in whole or in part, because Respondents do not owe any legal or equitable duty or obligation to Petitioner, whether based in contract or otherwise.

ELEVENTH AFFIRMATIVE DEFENSE

(Good Faith)

11. Petitioner's claims are barred, in whole or in part, because any acts or omissions alleged against Respondents were undertaken in good faith.

TWELFTH AFFIRMATIVE DEFENSE

(Additional Defenses)

12. Respondents presently have insufficient knowledge or information on which to form a belief as to whether they may have additional, as yet unstated, affirmative defenses available. Respondents therefore expressly and specifically reserve the right to amend this Answer to add, delete and/or modify affirmative defenses based on legal theories, facts and circumstances, which may be or will be divulged through discovery and/or through legal analysis of Respondents in this proceeding.

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PRAYER

WHEREFORE, Respondents pray for judgment as follows:

1. That judgment be entered in favor of Respondents and against Petitioner;
2. That Petitioner take nothing by reason of the Petition;
3. For costs of suit herein; and
4. For other such and further relief as the Labor Commissioner deems just and proper.

DATE: October 14, 2014

LAVELY & SINGER
PROFESSIONAL CORPORATION
MARTIN D. SINGER
MICHAEL D. HOLTZ

By: _____
MICHAEL D. HOLTZ
Attorneys for Respondents
POPPY PETAL EMA ELIZABETH
DEVERAUX DONAHUE a/k/a POPPY
MONTGOMERY and TEICHAN
PRODUCTIONS, INC.

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PROOF OF SERVICE
1013A(3) C.C.P. Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2049 Century Park East, Suite 2400, Los Angeles, California 90067-2906.

On the date listed below, I served the foregoing document described as:

ANSWER TO PETITION TO DETERMINE CONTROVERSY

on the interested parties in this action by placing:

a true and correct copy -OR- [] the original document
thereof enclosed in sealed envelopes addressed as follows:

Bryan J. Freedman, Esq.
Jordan D. Susman, Esq.
FREEDMAN + TAITELMAN, LLP
1901 Avenue of the Stars, Suite 500
Los Angeles, California 90067
Telephone: (310) 201-0005
Facsimile: (310) 201-0045
email: bfreedman@ftllp.com
jsusman@ftllp.com

Attorneys for Petitioner
UNITED TALENT AGENCY, INC.

BY MAIL:

I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY ELECTRONIC SERVICE: I served the foregoing document by electronically mailing a true and correct copy through Lavelly & Singer Professional Corporation's electronic mail system to the email address(s) stated on the service list per agreement in accordance with Code of Civil Procedure section 1010.6.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed **October 14, 2014**, at Los Angeles, California.

JELENA JOVANOVIC