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Attorneys for Plaintiffs Dov Seidman
and LRN Corporation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

DOV SEIDMAN AND LRN CORPORATION,

Case No.

BC 613619

Plaintiffs,

vs.

WILLIAM MORRIS ENDEAVOR
ENTERTAINMENT, LLC,

**COMPLAINT FOR BREACH OF
FIDUCIARY DUTY**

Defendant.

JURY TRIAL DEMANDED

RECEIPT #: CCH465980012
DATE PAID: 03/15/16 08:41 AM
PAYMENT: \$435.00
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CIT/CASE: BC613619
LEA/DEF#:

03/15/2016

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NATURE OF THE ACTION

1. By this action, plaintiffs Dov Seidman ("Seidman") and LRN Corporation ("LRN") (collectively, "Plaintiffs") seek relief against Defendant William Morris Endeavor Entertainment, LLC ("WME") for breach of fiduciary duty.

2. Seidman and LRN, whose business is based on promoting ethical, values-based behavior, have spent many years – this is Seidman's life's work – and many millions of dollars developing, communicating and amplifying the philosophy that "*how* matters": for people and businesses alike, it is no longer what you do that matters most and sets you apart from others, but how you do what you do. Seidman has described this philosophy in his bestselling book *HOW: Why How We Do Anything Means Everything*.

3. Seidman's "how" philosophy has been recognized and embraced by many high-profile supporters and national publications:

- President Bill Clinton: "My friend Dov Seidman has dedicated his life's work to studying *how* people conduct their business and their lives. . . . I am delighted that Dov has written this essential book articulating his complete philosophy of the *how*, including both the necessary shared values for the twenty-first century and actionable ideas to firmly establish these values in our public, business, and personal relationships. The individuals, organizations, and businesses that understand that *how* we choose to do things matters more than ever before will flourish."
- New York *Times* columnist Thomas L. Friedman (who later wrote another column about Seidman's work titled "Why How Matters"): "[Seidman's] book is simply called 'How.' Because Seidman's simple thesis is that in this transparent world 'how' you live your life and 'how' you conduct your business matters more than ever, because so many people can now see into what you do and tell so many other people about it on their own without any editor. . . . Today 'what' you make is quickly copied and sold by everyone. But 'how' you engage your customers,

1 'how' you keep your promises and 'how' you collaborate with partners – that's
2 not so easy to copy, and that is where companies can now really differentiate
3 themselves. . . . So . . . get your hows right – how you build trust, how you
4 collaborate, how you lead and how you say you're sorry. More people than ever
5 will know about it when you do – or don't."

6 • *Fortune Magazine*: "Seidman has built a highly successful business on the theory
7 that in today's wired and transparent economy, companies that 'outbehave' their
8 competitors ethically will also tend to outperform them financially. . . .
9 Ultimately, the only way to enjoy a good reputation is to earn it by living with
10 integrity. 'We can't control our stories,' Seidman says. 'We can control how we
11 live our lives.'"

12 • *Time Magazine* (selecting Seidman as a "Game Changer," one of the "innovators
13 and problem-solvers that are inspiring change in America"): "As founder and
14 CEO of LRN, moral philosopher and businessman Dov Seidman helps companies
15 thrive by pursuing both profits and principles."

16 4. One of the most significant contributions Seidman has made to the public
17 discourse is to introduce a new vocabulary to encapsulate key elements of the "how" philosophy.
18 In particular, Seidman and LRN have popularized using the word "how" as a noun, rather than
19 the typical use of that word as an adverb – in order to underscore that, in an increasingly
20 transparent and interconnected world, "*how* matters" more than ever, and in ways it never has
21 before. Seidman's use of "how" as a noun has given it a distinct meaning, expressing the values-
22 based ethos of individual and organizational behavior at the center of his *how* philosophy.
23 Phrases such as "*how* is the answer," "*how* matters," and "get your *hows* right" are uniquely
24 identified with Seidman, his philosophy, his related work, and the company he founded, LRN.

25 5. Seidman and LRN have communicated this *how* philosophy and "*how* matters"
26 messaging through a comprehensive range of domestic and global business activities, including a
27 bestselling book, articles, speeches, presentations, television and radio appearances, videos,
28

1 website materials, social media, reports and publications, case studies, online courses, and
2 educational courses and materials.

3 6. Defendant WME is a talent agency, and has represented Seidman as his literary
4 agent for more than ten years. Seidman involved WME from the beginning in his efforts to
5 publish and promote the *HOW* book; WME represented Seidman in connection with the sale of
6 both the 2007 and 2011 editions of *HOW*; and WME is intimately familiar not only with the
7 “how matters” message espoused in the book, but also with the centrality of that message and the
8 “how” brand to Seidman’s and LRN’s public platform and global business interests.

9 7. WME assigned two agents to represent Seidman: Jay Mandel (“Mandel”), a
10 WME partner and head of WME’s East Coast Book Division, and Jennifer Rudolph Walsh
11 (“Walsh”), a member of WME’s Board of Directors. Mandel regularly attended Seidman’s
12 speeches and events and numerous meetings at LRN. He worked not only to promote Seidman’s
13 bestselling book, but also to help Seidman and LRN explore ways to more broadly communicate
14 the *how* philosophy and “how matters” message, providing Seidman and LRN with advice and
15 expertise that went far beyond Seidman’s literary endeavors.

16 8. Mandel witnessed firsthand, and was also an active contributor to, the
17 development of Seidman’s *how* philosophy and the unique *how*-related messaging that has been
18 central to its popularization. That is why Seidman warmly thanked Mandel, along with Walsh,
19 in the acknowledgments to *HOW*: “Jennifer Rudolph Walsh and Jay Mandel. Along with the
20 team at William Morris, you stepped into the project and embraced it with the same passion and
21 commitment, and saw me through to the finish line. I feel fortunate to have you both in my
22 corner.”

23 9. In early 2014, as far as Seidman and LRN could tell, WME remained in their
24 corner. In fact, Mandel sent Seidman and others at LRN an email message in January 2014,
25 urging “Let’s make this our year.”

26 10. But it did not turn out that way. Within days of that email, Chobani, LLC
27 (“Chobani”), a yogurt manufacturer, launched a major advertising campaign and corporate
28 branding platform during the Super Bowl built around the message “how matters” and bearing a

1 striking resemblance to the messaging and branding that has long been central to Seidman's and
2 LRN's work. It was immediately clear to Seidman that this advertising and branding campaign,
3 using the same vocabulary that was publicly associated with his own (and LRN's) work and *how*
4 philosophy, posed a serious threat to Seidman's and LRN's business.

5 11. But what was not clear initially to Seidman and LRN was that Mandel and WME
6 had been directly involved in the development of this Chobani advertising campaign – a
7 campaign that threatened to tarnish and devalue the *how* philosophy and *how*-related messaging
8 and branding that Seidman and LRN had worked for years to develop and popularize, and which
9 had become a cornerstone of their competitive positioning in the marketplace.

10 12. Immediately after the Super Bowl campaign launch, Seidman began hearing from
11 people who assumed (wrongly) that Seidman had licensed his intellectual property to Chobani
12 for the campaign. People accused Seidman of having “sold out” by letting Chobani use his
13 unique *how* vocabulary and “*how* matters” branding to imply some sort of endorsement by
14 Seidman and LRN for Chobani's commercial advantage.

15 13. Chobani plainly hoped to derive just such a commercial advantage from its “*how*
16 matters” campaign, as it accompanied the launch of the campaign with a public message to
17 Seidman from its Twitter account days before the Super Bowl designed to draw an explicit
18 connection for audience members between Chobani's advertising and branding campaign and
19 Seidman's work.

20 14. As soon as Seidman saw Chobani's Super Bowl campaign launch, and also
21 discovered that Chobani was apparently seeking to trademark the phrase “How Matters,” he
22 contacted Mandel. Seidman was very concerned, and sought his agent's advice on how to deal
23 with this problem.

24 15. Mandel told Seidman that Droga5, an advertising agency, had developed the
25 campaign for Chobani. WME had acquired a large stake in Droga5 back in 2013, and Mandel
26 said he would reach out to Droga5 on Seidman's behalf.

27 16. What Mandel did *not* tell Seidman is that he and others at WME had been
28 involved in Droga5's development of the Chobani “*how* matters” campaign from the outset.

1 Evidence unearthed in litigation since those early conversations between Seidman and Mandel
2 reveal that WME (including Mandel) had been fully aware that Droga5 was developing a “*how*
3 matters” advertising and branding campaign for Chobani months before the campaign was
4 publicly launched. But when Seidman asked Mandel how this could have happened, Mandel
5 feigned ignorance, and Mandel and Walsh affirmatively – and falsely – reassured Seidman that
6 WME had not been involved in the development of the campaign.

7 17. WME was duty-bound to let Seidman and LRN know about Droga5’s planned
8 “*how matters*” campaign – a campaign that would make use of, and substantially dilute the value
9 of, the unique *how* vocabulary, messaging, and brand that Seidman and LRN had developed,
10 integrated into LRN’s business, and popularized over many years. This directly threatened
11 Seidman’s and LRN’s business, because of the centrality of the *how* vocabulary, messaging and
12 brand to the way Seidman and LRN present themselves and market their services. WME should
13 have told Seidman and LRN about the planned campaign as soon as WME came to know about
14 it. Indeed, Mandel recognized in 2013 that Droga5 should talk to Seidman about the planned
15 campaign, and told Droga5 personnel as much. But neither Mandel nor anyone else at WME
16 told Seidman about it. As a result, neither Seidman nor LRN knew anything about it until the
17 pre-Super Bowl tweet from Chobani.

18 18. On several occasions after the fact, Mandel acknowledged to Seidman and others
19 that Droga5 should have reached out to Seidman before launching the campaign. Given his
20 fiduciary relationship with Seidman, however, Mandel himself had a clear duty to do the same.

21 19. But it gets worse. Not only did WME fail to inform Seidman of the planned
22 campaign; WME, without Seidman’s knowledge or permission, repeatedly directed Droga5 to
23 Seidman’s work, encouraging Droga5 to use Seidman’s message and materials (which Droga5
24 did, also without Seidman’s knowledge or permission) to win the Chobani account and then to
25 develop Chobani’s “*how matters*” marketing and branding campaign. WME actively encouraged
26 Droga5 to use WME’s own client’s intellectual property to land this lucrative advertising
27 contract with Chobani and then to create a campaign that would make use of, and dilute the value
28 of, its client’s intellectual property – all without the knowledge or permission of its client. Using

1 Seidman's intellectual property to help Droga5 land the coveted Chobani account and then
2 develop the Chobani "*how matters*" campaign – a campaign that would include Droga5's first-
3 ever Super Bowl ad (the highest-profile advertising spot there is), as well as other high-profile
4 television advertisements during the Academy Awards and Winter Olympics – no doubt
5 enhanced the value of WME's new equity stake in Droga5. But WME, as a fiduciary, cannot
6 sacrifice its client's interests in order to advance its own.

7 20. Further breaches of fiduciary duty followed after Seidman learned of the Chobani
8 tweet and contacted Mandel for help. Despite owing Seidman fiduciary duties of candor, due
9 care and loyalty, Mandel and his colleague Walsh both failed to disclose to Seidman WME's
10 substantial involvement in Droga5's development of the "*how matters*" campaign for Chobani,
11 including, most significantly, WME's repeated suggestions that Droga5 review and use
12 Seidman's and LRN's work. To the contrary, they falsely told Seidman that they had nothing to
13 do with the development of the Chobani campaign.

14 21. In private, at least, Mandel and Walsh acknowledged that Seidman had not been
15 treated fairly. Walsh expressed concern in emails to Droga5 personnel in March 2014 that their
16 mishandling of the situation would cause Seidman to believe he was being "robbed and
17 misrepresented," and that the situation was "not being handled correctly." But Mandel and
18 Walsh repeatedly failed to disclose to Seidman and LRN WME's own role in the campaign.

19 22. Seidman and LRN tried for three months to engage with Chobani and Droga5 to
20 resolve these issues amicably. Droga5, however, only paid them "lip service" (as Walsh herself
21 put it), and Chobani rebuffed numerous requests to meet. Seidman and LRN were eventually
22 forced to file a lawsuit against them, in part to prevent Chobani from obtaining a trademark on
23 the phrase "*how matters*" – a trademark that Seidman and LRN for obvious reasons could not let
24 issue.

25 23. Seidman and LRN did not initially sue WME, as they did not yet know of WME's
26 role in the Chobani campaign (which Mandel and Walsh had concealed). In fact, it took the
27 filing and prosecuting of the lawsuit against Chobani and Droga5 for Seidman and LRN to
28 uncover WME's breaches of fiduciary duty.

24. WME's breaches of fiduciary duty enabled Droga5 and Chobani to capitalize on Seidman's and LRN's years of developing the "*how matters*" message, brand and vocabulary, its broad and deep integration into their businesses and approaches to market, and its associated goodwill. As a result, WME has been unjustly enriched and Seidman and LRN have suffered substantial damages, including in the form of lost business opportunities, reputational harm, personal and business disruptions, and litigation costs.

THE PARTIES

25. Seidman is an individual residing and working in New York, New York. He is the CEO of LRN, which he founded in 1994, and the author of the acclaimed book *HOW: Why How We Do Anything Means Everything*. First published in 2007, *HOW* is a New York Times and Wall Street Journal Bestseller. An expanded edition of the book was published in 2011, with a foreword by President Bill Clinton.

26. LRN is a Delaware corporation with a principal place of business at 745 Fifth Avenue, Suite 800, New York, New York 10151, and with offices in Los Angeles, London, and Mumbai.

27. WME is a limited liability company with a principal place of business at 9601 Wilshire Boulevard, Beverly Hills, California 90210. WME has represented Dov Seidman as his literary agent since at least 2003, and continues to receive commission payments on worldwide sales of the *HOW* book. Seidman's agents are Jennifer Rudolph Walsh, a member of WME's Board of Directors, and Jay Mandel, a Partner at WME and head of WME's East Coast Book Division.

28. Mandel’s and Walsh’s conduct is governed by the Association of Authors’ Representatives Canon of Ethics, which includes an agent’s pledge of “loyal service to [his] clients’ business and artistic needs” and that the agent “will allow no conflicts of interest that would interfere with such service.” Through the AAR Canon of Ethics, Mandel and Walsh also pledge “never to mislead, deceive, dupe, defraud, or victimize” their clients.

29. In July 2013, WME purchased a 49% ownership interest in Droga5, an advertising agency. This acquisition created a partnership, a key element of which was Droga5's

1 ability to access WME's clients – writers, "thought leaders," actors, and other represented
2 "talent" such as Seidman – and to work collaboratively to service Droga5's and WME's existing
3 clients. David Droga, Droga5's founder, stated that the "partnership will exponentially
4 accelerate" Droga5's ability to realize its ambition: "to be the most influential creative agency in
5 the business, with ideas that move our clients and our industry forward." Droga joined the WME
6 Board of Directors in July 2013.

7 THE FACTS

8 I. The *How* Philosophy and *How* Vocabulary

9 30. LRN's purpose is most simply stated as helping people around the world do the
10 right thing. As LRN explains on its website: "Inspiring people to do the right thing is the
11 essence of principled performance. It is about inspired rather than required behavior—living
12 principles beyond following rules. It is about doing the next right thing and not just the next
13 thing right. Ultimately, principled performance leads to healthier, profitable organizations."

14 31. Over the past twenty years, LRN has helped more than 700 companies around the
15 globe – and millions of their employees – to translate their corporate values into concrete
16 behaviors and practices that create advantage and economic value. LRN and Seidman are the
17 exclusive corporate sponsors of the Elie Wiesel Foundation for Humanity's Prize in Ethics;
18 which encourages and recognizes ethical leadership among college students.

19 32. Over that same period, and particularly since Seidman published the first edition
20 of *HOW*, Seidman and LRN have developed and amplified a unique new vocabulary to
21 encapsulate the core of their philosophy. Seidman and LRN employ this "*how*" vocabulary,
22 including the "*how matters*" messaging and branding, in a wide array of business activities,
23 advertising, and digital advertising, in the United States and internationally, including books,
24 speeches, articles, newsletters, training programs, public presentations, webinars, online
25 educational courses, workshops, website materials, social media, online advertising, surveys, and
26 consulting services.

27 33. Consumers of these *how*-branded products and services include corporate leaders
28 and employees in many diverse industries; government leaders and employees; military leaders,

1 and servicemen and women; leaders and executives in entertainment, sports, marketing, and
2 advertising; students, faculty and administrators in educational institutions; philanthropic and
3 other nonprofit organizations; NGOs; and the general consuming public. For these consumers,
4 the "how" vocabulary and related messaging and branding are directly associated with Seidman
5 and LRN.

6 34. In addition, Seidman has been issued several trademark registrations by the U.S.
7 Trademark Office due to his, and his licensee LRN's, widespread use of HOW and a family of
8 associated *how*-based marks, including HOW IS THE ANSWER, THE HOW REPORT, and
9 HOW METRICS. Those registrations cover, among other things, "business and professional
10 conduct by business organizations," "corporate culture and business, cultural social and
11 environmental responsibility," "values-driven business and values-based business leadership,"
12 and "the management and operation of business in an environmentally responsible and
13 environmentally sustainable manner."

14 35. Plaintiffs' global publication, THE HOW REPORT, organizes more than two
15 million individual observations of behavior using Plaintiffs' analytical assessment tool, HOW
16 METRICS.

17 36. Seidman and LRN actively communicate the *how* ethic and vocabulary through
18 Seidman's regular column in *Forbes* Magazine under the title "The HOW Column," as well as
19 through columns Seidman has written in the *New York Times*, *Huffington Post*, *Fortune*,
20 *Harvard Business Review*, and in other online and media outlets. Their "*how* matters" message
21 and other *how*-based messaging has also been featured in prominent and popular publications
22 and media outlets such as *Good Morning America*, *All Things Considered* (on National Public
23 Radio), *The Charlie Rose Show*, the *Wall Street Journal*, and *Business Week*.

24 37. Seidman and LRN have also given presentations featuring the *how*-branded
25 philosophy and ethos at leading conferences and events such as the World Economic Forum, the
26 Clinton Global Initiative, the Aspen Ideas Festival, Conscious Capitalism, the United Nations
27 Global Compact General Assembly Session, The Economist's Human Potential Summit, the
28

General Counsel Summit, the Women's Foodservice Forum, and the Arthur Page Society, as well as in meetings with leaders and executives at some of the world's leading corporations.

38. Many leaders, public figures, educators, commentators, media hosts, reviewers and others highlight Seidman's and LRN's *how* vocabulary, and in particular their "*how* matters" message, when referring to the works, products, and services of Seidman and LRN:

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The New York Times

Op-Ed

WEDNESDAY, OCTOBER 15, 2008

Why How Matters

By THOMAS L. FRIEDMAN

I have a friend who regularly reminds me that if you jump off the top of an 80-story building, for 79 stories you can actually think you're flying. It's the sudden

C.E.O. of LRN, which helps companies build ethical corporate cultures.

Seidman basically argues that in our hyperconnected and transparent world, how you do things matters more than ever, because so many more people can now see how you do things, be affected by

The bank writing the mortgage got away from how because it was just passing you along to a bundler. And the investment bank bundling these mortgages got away from how because it didn't know you, but it knew it was lucrative to bundle your mortgage with others. And the credit-rating

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Why 'how' matters

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SHOW

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HDYLAN RATIGAN now LIVE

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LEAN FORWARD

WHY MATTERS

MAKING WAVES RISE OR FALL TOGETHER

01:10 / 06:41

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1 41. Throughout Mandel's agency relationship with Seidman, Mandel adopted an
2 advisory role at LRN that went well beyond the publishing aspects of the *HOW* book. Mandel,
3 who was aware that Seidman had licensed his *how* marks to LRN, attended numerous meetings
4 and strategy sessions at LRN's New York offices, and numerous LRN-related events. Based on
5 Mandel's success as Seidman's literary agent, on his professional expertise, and on his voluntary
6 assumption of that advisory role to LRN, Mandel earned LRN's confidence.

7 42. LRN shared with Mandel and others at WME confidential business information
8 relating to LRN, its plans, its approaches to market, and the manner in which the *HOW* ideas,
9 philosophy, and brand would be integrated into LRN's ethics and compliance lines of business.
10 Senior LRN colleagues such as Katy Brennan viewed Mandel as a trusted confidant and advisor
11 on how to use the success of the *HOW* book to build LRN's ethics and compliance business, in
12 the U.S. and abroad. Indeed, Mandel, along with Brennan and other LRN colleagues, was an
13 integral member of a joint WME/LRN team responsible for the development and execution of a
14 strategy to grow *HOW* into a global brand, for the benefit of both Seidman and LRN. In that
15 capacity, Mandel communicated regularly with Seidman, Brennan, and several others at LRN,
16 and advised LRN on ways in which the *HOW* philosophy and brand could be amplified, for
17 LRN's benefit.

18 43. For example, when it was proposed that the *HOW* book be offered in Spanish to
19 the Spanish-speaking world through the publisher PRISA, Mandel worked closely with Brennan
20 to ensure not only favorable book sales, but also maximum impact for LRN in terms of LRN's
21 market penetration in Spanish-speaking countries – and noted in an email to Seidman that
22 Brennan was “critical to making sure the *HOW* brand stays robust around the world.”

23 **III. The Chobani Pitch**

24 44. After WME acquired its 49% ownership stake in Droga5 in July 2013, WME
25 worked to help Droga5 win yogurt-manufacturer Chobani's competitive pitch process.

26 45. For its part, Chobani was looking for much more than just a new advertising
27 campaign. Chobani sought to hire a new advertising agency to develop a whole new corporate
28 identity for Chobani. It wanted to create a brand expression that was “enduring,” that would

1 focus on more than just Chobani's yogurt, addressing how to treat people and support the
2 community at large. The campaign ultimately would show that Chobani was a brand with a
3 "point of view."

4 46. Upon being invited to participate in the Chobani pitch process, Droga5 began
5 developing branding concepts involving "doing things the right way." One potential theme
6 utilized the tagline "How Matters."

7 47. At this critical early juncture in the process, Droga5's senior management reached
8 out to WME for assistance in crafting the pitch to Chobani. Jay Mandel, who would later admit
9 his "involvement with the Droga team" around this time, responded to members of Droga5's
10 pitch team, noting that Seidman was a WME client, describing Seidman and his how-related
11 work and writings – including that Seidman was "someone whose philosophy aligned with
12 [Chobani's] branding ideas" – and directing Droga5 to the *HOW* book and to Plaintiffs' website,
13 www.howistheanswer.com.

14 48. After reviewing the materials suggested by Mandel, a senior Droga5 executive
15 emailed the entire Droga5 creative and pitch teams (including David Droga) describing Seidman
16 as a "treasure trove of How Matters information," specifically noting that Seidman "has a How
17 Metric to measure the impact of How," and encouraging all of them to watch Seidman's video
18 on the howistheanswer.com website. Another Droga5 executive identified "soundbites" from the
19 Seidman video "that I love," such as "how versus how much," and urged that "someone needs to
20 say" these soundbites in Droga5's upcoming pitch presentation to Chobani.

21 49. The "How Matters" theme proved critical to Droga5's efforts to win the Chobani
22 account. Chobani selected Droga5 over the competing agencies based on that very theme, and
23 Chobani named Droga5 its advertising agency of record. In winning the Chobani account with
24 its "How Matters" campaign, Droga5 "beat off challenges from Wieden + Kennedy, Goodby
25 Silverstein, BBH, and The Martin Agency – pretty well the creative cream of the US agency
26 world," as one commentator put it.

1 50. Chobani was so enamored of Droga5's "How Matters" campaign that it took
2 confidential steps, unbeknownst to Seidman or LRN, to pursue purchasing the
3 HOWMATTERS.COM domain name, which was (and remains) owned by LRN.

4 51. By directing Droga5 to Seidman's *how* philosophy and *how*-related messaging,
5 Mandel sowed the seeds of the Chobani "How Matters" campaign that disrupted LRN's business
6 and tarnished the messaging and branding that Seidman and LRN had worked for years to create.
7 Even worse, Mandel concealed the Chobani "How Matters" campaign – a campaign that Mandel
8 knew would be launched in the most high-profile way possible, during the Super Bowl – and his
9 role in jump-starting that campaign, from Seidman and LRN. That critical omission prevented
10 Seidman and LRN from intervening at an early enough stage to avoid the problems that would
11 come.

12 **IV. The Development of Chobani's "How Matters" Campaign**

13 52. After Droga5 won the Chobani account, Chobani and Droga5 proceeded to
14 develop an elaborate, multimedia "How Matters" campaign that mirrored Seidman's and
15 LRN's "*how* matters" ethic and messaging, and adopted their *how* vocabulary. The campaign
16 also sought to position Chobani (as part of Chobani's re-branding) as leading a national "*how*
17 matters" movement – thus trying to usurp the unique position Seidman and LRN had earned,
18 through years of hard work.

19 53. Given the threat the Chobani campaign clearly posed to Seidman's and LRN's
20 intellectual property, WME should have informed Seidman and LRN about the campaign
21 Droga5 was developing. This duty should have been even more obvious to WME as it
22 continued, through the fall of 2013, to learn about the ambitious scope of the proposed Chobani
23 "How Matters" campaign. It became increasingly clear that the campaign was not just a discrete
24 series of commercials, but a complete rebranding of Chobani as the "*how*" brand, and leader of a
25 national "*how*" movement. As WME's own client, Seidman, was already the leader of a national
26 "*how*" movement and CEO of the preeminent "*how*" company, the threat, and the need for
27 disclosure, was obvious.

1 54. But WME continued to run red lights. It not only failed to disclose to Seidman or
2 LRN the development of the "How Matters" campaign, or WME's substantial role in that
3 campaign; it actively assisted Droga5 in developing that campaign, and encouraged Droga5 to
4 use Seidman's ideas and work.

5 55. Specifically, around November 2013, WME established "Alpha" and "Big Wins"
6 teams to support Droga5's Chobani teams – with Mandel joining the "Alpha" team. At one joint
7 meeting held three months before the official launch of Chobani's "How Matters" campaign,
8 high-level Droga5 and WME personnel, including Mandel, discussed the development of "*how*
9 matters" content for Chobani. The "How movement" and "thought leader" Dov Seidman were
10 discussed at that meeting.

11 56. The information WME provided to Droga5 about Seidman led Droga5 employees
12 working on the Chobani campaign to describe Seidman, in writing, as the "gateway to a ton of
13 content." Mandel himself told senior Droga5 representatives that Seidman was "the gold
14 standard for this line of thinking." Droga5 employees also commented upon the similarities
15 between Seidman's work and the Chobani "How Matters" campaign. In fact, a Droga5
16 employee who was working on the Internet strategy for the campaign – and who apparently had
17 not been involved in any of the earlier meetings or communications where Seidman and LRN
18 were discussed – remarked to a colleague, upon learning for the first time about Seidman and
19 LRN in December 2013, that it was "like they took the strat[egy] right out of our brains."

20 57. Shortly after WME and Droga5 discussed the "How movement" in the November
21 2013 meeting, a senior Droga5 employee observed that they should "make sure we sort through
22 how to work with him [Seidman] and his supporters or at the very least make sure we don't get
23 accused of trying to copy the language without giving credit." For his part, Mandel, as he would
24 later recount in an email to Walsh, "urged [Droga5] to be in touch with [Seidman]."

25 58. Despite these indications that Droga5 senior managers knew they should reach
26 out to Seidman before proceeding with the campaign, WME and Droga5 continued to press
27 forward with efforts to turn Chobani's "How Matters" campaign into a Chobani-led social
28 movement without ever contacting Seidman or LRN. In fact, one senior Droga5 executive

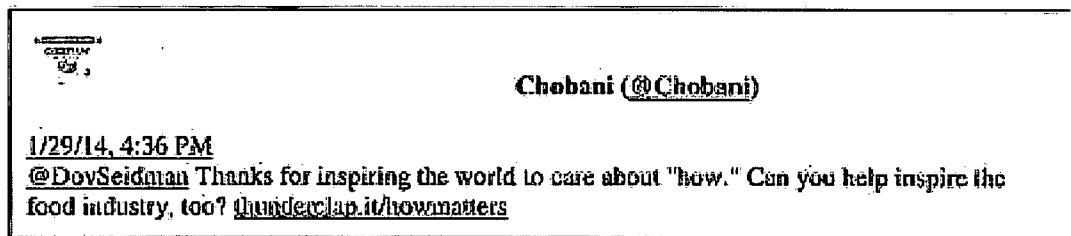
1 explained in an internal email that Droga5 intentionally “tried to downplay” the connection to
2 Seidman and the “HOW movement” in a meeting with Chobani.

3 59. Throughout the nearly six-month period that Mandel and WME were
4 collaborating with Droga5 on Chobani’s “How Matters” campaign, including on numerous
5 occasions referencing the connection with Seidman’s and LRN’s “how matters” message,
6 Mandel never told Seidman or LRN about the planned campaign (despite having “urged” Droga5
7 to do so).

8 60. This was not for lack of opportunity. During the same period when Mandel was
9 assisting Droga5 in developing the Chobani campaign, he continued to be an active member of
10 Seidman’s and LRN’s team. Mandel had meetings and numerous communications with Seidman
11 during that period, as well as other individuals at LRN, in which he advised Seidman and LRN
12 on present and future marketing plans for the “how matters” message. Indeed, in late January
13 2014, Mandel wrote effusively to Seidman and others at LRN, saying “Let’s make 2014 our
14 year.” But he made no mention of the impending disaster on the horizon – a disaster that he
15 helped facilitate by repeatedly pointing Droga5 to Seidman’s work while never telling Seidman
16 or LRN that he was doing so.

17 **V. The Chobani “How Matters” Campaign Launch**

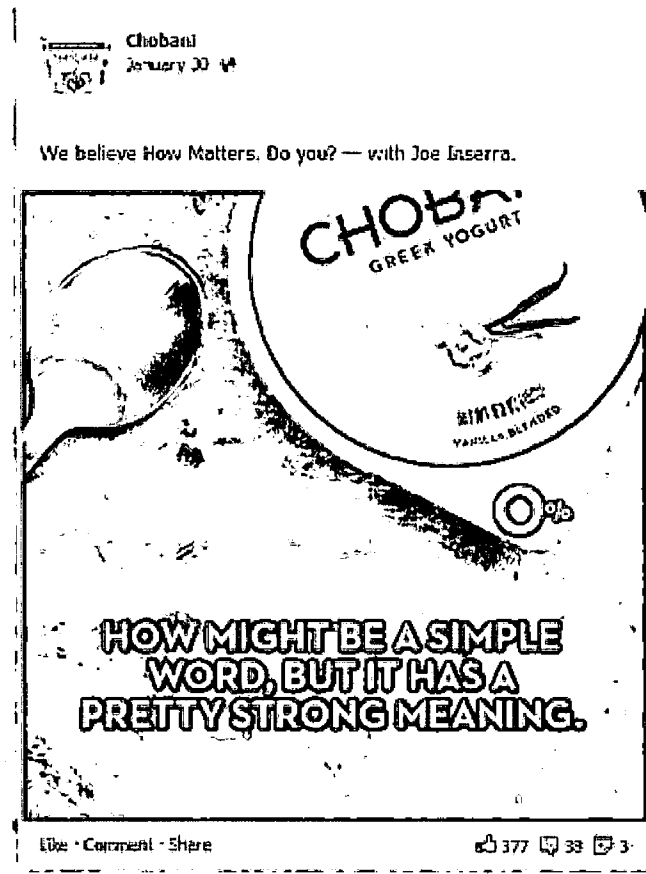
18 61. Plaintiffs had no warning from anyone, least of all from WME, when Chobani’s
19 “How Matters” Super Bowl advertisement aired to millions, accompanied a few days earlier by a
20 tweet directed to Seidman, but not approved by him:



26 62. By directing this tweet to Seidman, Chobani clearly acknowledged the connection
27 between Seidman and its “How Matters” campaign. Moreover, Chobani just as clearly
28

1 acknowledged Seidman's unique use of the word "how" by putting that word in quotes in their
2 tweet to Seidman.

3 63. Within a day of sending its message to Seidman, Chobani proceeded to launch its
4 "How Matters" branding campaign and platform, which prominently used the very same *how*
5 vocabulary and messaging that Seidman and LRN had long worked to develop and popularize:



21 64. Chobani's high-profile Super Bowl advertisement likewise used that same
22 vocabulary and messaging, concluding with actor Mandy Patinkin dramatically intoning the
23 phrase "*how matters*."

24 65. Moving on from the Super Bowl, Chobani's branding and advertisements – which
25 invoked and leveraged Seidman's core concept of "the how" – continued to emphasize the "How
26 Matters" message. Examining even a handful of examples shows that Chobani was invoking this
27 vocabulary and messaging in service of an aspirational branding campaign that went far beyond
28 yogurt to address how business should be conducted:



**IT'S NOT JUST THE
WHAT THAT MATTERS,
BUT THE HOW.**

HOW WE DO BUSINESS MATTERS

Business can be a transformative force for good in the world, and at
Chobani we aim for nothing less.

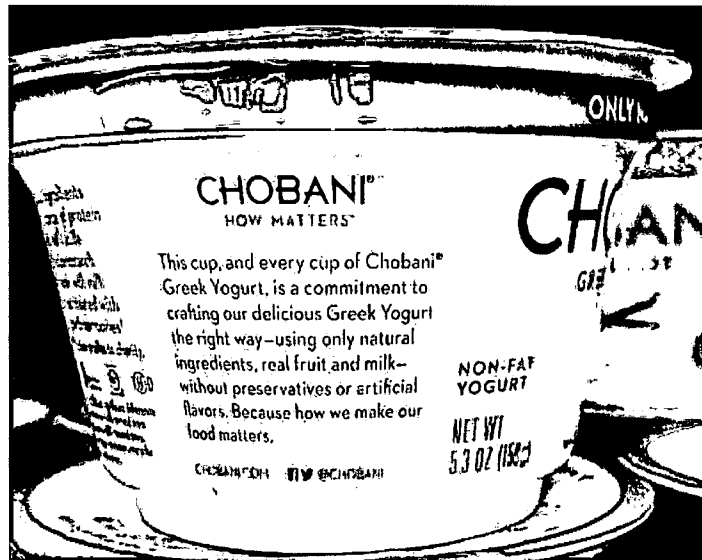
CHOBANI FOUNDATION

We've made a pledge to give 10% of our profits to charity. And since Chobani's earliest days, we've supported grassroots organizations all over the world in driving positive, sustainable change. Today, the Chobani Foundation is actively focused on making good food more accessible to all, especially our youth and most underserved communities.



How we built our company matters.

1 66. Chobani even began putting the phrase "How Matters" directly on its yogurt cups,
2 prominently placed right below the "Chobani" name:



13 67. After the tweet and the airing of the Super Bowl ad, Seidman received numerous
14 calls from friends and acquaintances asking whether he and LRN had "sold out" to Chobani, the
15 assumption being that Plaintiffs had granted Chobani a license to use their "*how matters*"
16 message.

17 68. The first conversation Seidman had with WME about the Chobani campaign and
18 its use of "*how matters*" was initiated by Seidman after the Super Bowl, when he emailed
19 Mandel with a request to discuss the tweet he received from Chobani. Mandel responded
20 casually with "let's do that." That same day, Seidman forwarded Mandel a tweet from a third
21 party stating "Chobani lifts Dov Seidman's book title *how matters*."

22 69. Prior to Seidman or LRN reaching out to Chobani or Droga5 about the use of
23 "*how matters*," Droga5 was alerted to the issue, presumably by WME. On February 8, 2014,
24 Andrew Essex, at the time the Vice Chairman of Droga5, emailed Seidman, acknowledging that
25 Droga5 should have "reached out in a more thoughtful fashion prior to [the *How Matters*
26 campaign's] release." But Essex also tried to convince Seidman that the Chobani campaign had
27
28

1 nothing to do with Seidman's work, falsely telling Seidman that "[a]ny similarities I can assure
2 you are purely coincidental."

3 70. Seidman forwarded this email to Mandel, to confirm that Essex had reached out to
4 Seidman at Mandel's request, and Mandel confirmed that was the case. But despite owing
5 Seidman a duty of candor, Mandel failed to tell Seidman that Essex was not telling him the truth
6 when Essex said that "[a]ny similarities" between the campaign and Seidman's work were
7 "purely coincidental" – a statement Mandel knew to be false based on Mandel's own personal
8 involvement in the development of the campaign. After all, Mandel himself had repeatedly
9 directed Droga5 to Seidman's work as Droga5 was pitching, and then developing, the campaign.

10 **VI. The Aftermath: WME, In Damage Control Mode, Fails To Come Clean, and**
11 **Seidman and LRN Are Forced To Sue Chobani and Droga5**

12 71. Not understanding what WME's role had been in the development of the
13 campaign, and not realizing that Mandel and Walsh were not being straight with them, Seidman
14 and LRN continued to rely on Mandel and Walsh over the next few months to try to resolve the
15 Chobani campaign problem.

16 72. Seidman assumed that Mandel and Walsh were looking out for his interests.
17 Indeed, Mandel told Seidman that in his (Mandel's) view, what Droga5 had done was
18 "unconscionable," and Walsh told Seidman that he was "clearly the injured party." Yet WME
19 was at bottom looking out for its own interests, trying to protect itself from embarrassment;
20 Mandel acknowledged in a March 2013 email to Walsh, for instance, that Seidman "can
21 embarrass everyone involved," which had Mandel "concerned."

22 73. In late March 2014, WME's Walsh emailed Essex, stating: "Please advise
23 specifically how you recommend we resolve this so that our client doesn't feel robbed and
24 misrepresented. . . . if this escalates further, it will be bad for both our companies." Over a week
25 later, Walsh again emailed Essex stating: "I don't believe Droga is engaged enough. We've had
26 lips [sic] service compounded by non-action. As I said last week, this will blow up on all of us if
27 Dov is not fairly dealt with. I say this with no irony—how does matter. This is not being
28 handled correctly."

1 74. Mandel responded to Walsh's second email by writing "Our friend Dov would
2 surely appreciate your choice of words." But Walsh fired back an email to Mandel describing –
3 in a profane, written phrase – what Seidman could go do to himself, and telling Mandel that
4 Mandel was Walsh's "only concern."

5 75. Meanwhile, at the same time as WME was trying to get Droga5 and Chobani to
6 deal with the serious problem that the Chobani "How Matters" campaign was causing WME's
7 clients, Droga5's David Droga – a WME Board Member who knew that Seidman was a WME
8 client – was out actively and publicly touting the campaign. For instance, on March 13, 2014,
9 Droga appeared at a major conference hosted by *The Economist*, at which he discussed the "How
10 Matters" campaign and brand platform at length – and falsely claimed that the campaign and
11 brand platform "came out of just conversations with [Chobani]."

12 76. In a series of emails sent on April 17, 2014, Mandel told Seidman that there was
13 "nothing more we can do" and Walsh echoed that "we can't help you any further."

14 77. In fact, from this point forward, Seidman's agents at WME, while continuing to
15 cash royalty checks, basically abandoned all duties they owed to Seidman as his agent. Mandel,
16 for instance, received an email in October 2014 from an editor at the publishing company
17 Penguin Random House, asking whether Seidman was ready to move forward with a new book.
18 But Mandel did not respond to the email, nor did he tell Seidman about it.

19 78. On June 4, 2014, after weeks of inaction and refusal on the part of Droga5 and
20 Chobani to meet in good faith with Seidman – despite requests made on April 21, April 25, May
21 2, May 19, May 20, and May 28 – Seidman and LRN filed a lawsuit in federal court in the
22 Southern District of New York against Chobani and Droga5. They were forced at that point to
23 file the lawsuit because Chobani had applied for trademark protection for the phrase "How
24 Matters," and that trademark application, if successful, could have legally prevented Seidman
25 and LRN from continuing to use a key part of the intellectual property they had spent years
26 developing.

27 79. At the time Seidman and LRN filed the lawsuit against Chobani and Droga5, they
28 were still unaware of the extent of WME's role in the development of Chobani's "How Matters"

1 campaign and its aftermath; indeed, WME was still denying any involvement. Seidman's and
2 LRN's lawsuit against Chobani and Droga5 remains pending.

3 80. At present, Chobani is no longer using the "How Matters" campaign and has
4 publicly fired Droga5 as its agency.

5 81. Nevertheless, Chobani's use of the "How Matters" brand platform, facilitated by
6 Seidman's "treasure trove" of "how matters" material that Mandel introduced to Droga5, have
7 caused and will continue to cause harm to Seidman and LRN by disrupting their business and
8 degrading the value of their *how*-related vocabulary, including their "*how* matters" messaging
9 and branding in particular. In addition, Plaintiffs' hard-earned reputation for ethical behavior has
10 been harmed by the false impression created by Chobani's "How Matters" campaign that
11 Seidman and LRN "sold out" by becoming associated or affiliated with Chobani, or that they
12 licensed, sponsored, or endorsed Chobani's products, practices, or their use of the "How
13 Matters" brand platform for Chobani's commercial advantage.

14 82. WME deliberately failed to disclose to Seidman and LRN what was happening
15 behind the scenes with Droga5 and Chobani, despite having had a front row seat to, and having
16 been an active participant in, the development and promotion of the Chobani "How Matters"
17 campaign. As a result, Seidman and LRN were forced, at significant financial and reputational
18 cost, to bring a lawsuit against Droga5 and Chobani (although not, at the time, against WME,
19 because of WME's misrepresentations regarding its role) without full information and, indeed,
20 with misinformation fed to them by agents who were duty-bound to act in their best interests.

21 FIRST CAUSE OF ACTION

22 (Breach of Fiduciary Duty Against WME)

23 83. Plaintiffs repeat the allegations contained in paragraphs 1 through 82, above.

24 84. WME owed fiduciary duties to Dov Seidman because, among other things, WME
25 is Seidman's agency; WME has special expertise in its field, which Seidman does not possess;
26 and Seidman has entrusted WME, as his agent, with his intellectual property and ideas.

27 85. WME owed fiduciary duties to LRN because, among other things, WME knew of
28 the close connection between Seidman's *HOW* book and LRN's business endeavors, including

1 that Seidman licensed the HOW trademarks to LRN, for use by LRN in its various lines of
2 business; WME voluntarily assumed an advisory role to LRN, based on the public relations and
3 marketing expertise possessed by its agents, which went well beyond the publishing aspects of
4 the *HOW* book; WME gained LRN's confidence, pursuant to which employees of LRN shared
5 with Mandel and others at WME confidential business information relating to LRN, its plans, its
6 approaches to market, and the manner in which the *how* ideas, philosophy, and brand would be
7 integrated into LRN's ethics and compliance lines of business; and as a consequence of WME's
8 efforts to help LRN, LRN reposed trust and confidence in WME in seeking to build on the
9 success of the *HOW* book to enhance LRN's ethics and compliance business, in the US and
10 abroad. Accordingly, WME became a trusted confidant and advisor not only to Seidman, but to
11 LRN and to a number of senior LRN employees.

12 86. WME breached these fiduciary duties to Plaintiffs by directing Droga5 to
13 Plaintiffs' "*how* matters" message and related intellectual property and encouraging Droga5,
14 without Plaintiffs' knowledge or consent, to use it to win the Chobani account and develop an
15 advertising campaign and branding platform for Chobani – a campaign and platform that directly
16 infringed and materially diluted the value of Plaintiffs' unique *how* vocabulary and "*how*
17 matters" messaging and branding, and thus harmed Plaintiffs' business. WME further breached
18 its duties to Plaintiffs by actively concealing from Plaintiffs its role in the development of
19 Chobani's "How Matters" campaign, both before and after Plaintiffs learned of the campaign.
20 By virtue of that active concealment, WME enabled the entire series of unlawful actions
21 described above to unfold over a period of several months, without Plaintiffs having any chance
22 to try to intervene.

23 87. WME's breaches extend to directly attacking the very intellectual property held
24 by Seidman and LRN that WME was hired to protect. On information and belief, WME, on
25 whose Board David Droga sits, authorized or allowed its business partner, Droga5, to file to
26 cancel Seidman's federal trademark registrations for his HOW marks. That effort constituted a
27 frontal attack on Seidman's, and LRN's, interests, including the *HOW* book that WME helped
28

1 Seidman get published, from which Seidman will continue to earn royalties, and on which WME
2 will continue to earn commissions.

3 88. By breaching its fiduciary duties to Plaintiffs, WME caused Plaintiffs financial
4 loss and damage, while at the same time wrongly reaping substantial profits for itself both in its
5 role as part-owner of Droga5, and for its own account. :

6 **PRAYER FOR RELIEF**

7 1. For damages and disgorgement of the benefits WME unjustly obtained, including
8 but not limited to, lost profits, loss of sales and business opportunities, all commissions earned
9 by WME (directly or indirectly) from its relationship with Plaintiffs, and consequential damages,
10 in an amount to be determined at trial;

11 2. For punitive damages;

12 3. For attorneys' fees and costs of litigation;

13 4. For such other and further relief as the court may deem just and proper.

14 Dated: March 14, 2016

MARC M. SELTZER
STEPHEN D. SUSMAN (*Pro Hac Vice* to be filed)
JACOB BUCHDAHL (*Pro Hac Vice* to be filed)
STEPHEN SHACKELFORD, JR.
(*Pro Hac Vice* to be filed)
ELISHA BARRON (*Pro Hac Vice* to be filed)
SUSMAN GODFREY L.L.P.

19 By: Marc Seltzer
20 Marc M. Seltzer

21 Attorneys for Plaintiffs Dov Seidman
22 and LRN Corporation
23
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
 Marc M. Seltzer (54534)
 Susman Godfrey L.L.P.
 1901 Avenue of the Stars, Suite 950
 Los Angeles, California 90067
 TELEPHONE NO. 310-789-3100 FAX NO. 310-789-3150
 ATTORNEY FOR (Name): Plaintiffs Dov Seidman and ERN Corporation

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central

CASE NAME:

Dov Seidman, et al. v. William Morris Endeavor Entertainment, LLC

CIVIL CASE COVER SHEET

☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **DC 613619**

JUDGE:

DEPT:

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

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

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☒ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

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
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 c. ☐ Substantial amount of documentary evidence

d. ☐ Large number of witnesses
 e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 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): Breach of Fiduciary Duty

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 case. (You may use form CM-015.)

Date: 3/14/16

Marc M. Seltzer

(TYPE OR PRINT NAME)

Marc Seltzer

(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

By Fax

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

BC 613619

SHORT TITLE

Dov Seidman et al v William Morris Endeavor Entertainment

CASE NUMBER

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 2.3 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 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 2.3.

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.
11. Mandatory Filing Location (Hub Case).

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 Reasons - See Step 3 Above
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
Asbestos (04)	<input type="checkbox"/> A6070: Asbestos: Property Damage <input type="checkbox"/> A7221: Asbestos: Personal Injury/Wrongful Death	2 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 <input type="checkbox"/> A7240: Other Professional Health Care Malpractice	1, 4 1, 4
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250: Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230: Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270: Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220: Other Personal Injury/Property Damage/Wrongful Death	1, 4 1, 4 1, 3 1, 4

By Fax

9147-4410-60

SHORT TITLE

Dov Seidman, et al. v. William Morris Endeavor Entertainment

CASE NUMBER

Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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 checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3
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
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 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 <input type="checkbox"/> A6034 Collections Case Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2, 5, 6, 11 2, 5, 11 5, 6, 11
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
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
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

SHORT TITLE: Dov Seidman, et al v. William Morris Endeavor Entertainment	CASE NUMBER:
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Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 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

SHORT TITLE Dov Seidman, et al. v. William Morris Endeavor Entertainment	CASE NUMBER
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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:

REASON: 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 <input type="checkbox"/> 11			ADDRESS: William Morris Endeavor, LLC 9601 Wilshire Boulevard
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90210	

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 Los Angeles courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq. and Local Rule 2.3, subd. (a)].

Dated: 3/14/2016

Marc Seltzer
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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. 03/15).
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.