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FILED
Superior Court of California
County of Los Angeles

JUN 01 2017

Sherril R. [Signature] Executive Officer/Clerk
By [Signature] Deputy
Stephanie Golden

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

By Fax

UNITED TALENT AGENCY, LLC, a
Delaware limited liability company,

Plaintiff,

v.

TOM FORMAN, an individual;
FORMAN PRODUCTIONS, INC., a
California corporation, and DOES 1
through 20, inclusive,

Defendants.

Case No.:

BC 663535

COMPLAINT

Plaintiff United Talent Agency, LLC., alleges as follows.

Parties

1. Plaintiff is, and was at all times mentioned herein, a limited liability company organized under the laws of the State of Delaware, with its principal place of business in the County of Los Angeles, State of California. Further, Plaintiff is, and was at all times mentioned herein, a talent agency duly licensed pursuant to the laws of the State of California.

2. Plaintiff is informed and believes and thereon alleges that Defendant Tom Forman ("Forman") is and was at all times mentioned herein a resident of Los Angeles, California.

06/01/2017

1
COMPLAINT

CIT/CASE: BC663535
LEA/DEF#:
RECEIPT #: CCH465980028
DATE PAID: 06/01/17 09:56 AM
PAYMENT: \$435.00
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
FUND: \$0.00

1 any agreement entered into or substantially negotiated prior to Defendants' discharge of Plaintiff,
 2 including n direct and indirect renewals, substitutions, replacements, extensions or modifications
 3 of contracts, negotiated prior to the termination or expiration of the agency agreement
 4 ("Forman's Earnings"). In other words, Defendants agreed to pay commissions on all of
 5 Forman's Earnings already received or to be received in the future for the duration of any
 6 employment that began, was agreed, or that was substantially negotiated while Plaintiff was
 7 Forman's talent agency, regardless of whether Forman receives the money or performs the
 8 services before or after Plaintiff's discharge as talent agency.

9 8. During the term of the Forman Agency Agreement, Plaintiff procured or
 10 otherwise substantially contributed to Forman obtaining various agreements on behalf of
 11 Defendants for Forman to provide producer related services in the entertainment industry.

12 9. On October 22, 2015, Forman spoke by telephone with Plaintiff. During that
 13 conversation, Forman informed Plaintiff that Defendants thereby were terminating the Forman
 14 Agency Agreement.

15 10. On October 27, 2015, pursuant to Plaintiff's standard procedures following the
 16 termination of an agency relationship with one of its clients, Plaintiff sent a letter to Forman
 17 confirming the termination, stating that Plaintiff was ready, willing, and able to continue to
 18 provide talent agency services in the event Defendants so desired, and stating that Plaintiff
 19 remained entitled to collect commissions on consideration received by Forman on all
 20 commissionable engagements (to be listed in a subsequent communication).

21 11. On November 20, 2015, Plaintiff wrote another letter to Forman listing all of the
 22 commissionable engagements (collectively, the "Commissionable Employment").

23 12. Plaintiff has duly demanded that Defendants pay the commissions owed on the
 24 Commissionable Employment, as required by the Forman Agency Agreement. Nevertheless,
 25 Defendants have not paid any of the amounts due.

FIRST CAUSE OF ACTION
(For Breach of Oral Contract)

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

3 14. Plaintiff and Defendants entered into the Forman Agency Agreement.

4 15. During the term of the Forman Agency Agreement, Forman obtained all of the
5 Commissionable Employment, and UTA procured or otherwise substantially contributed to
6 Forman obtaining such employment.

7 16. In connection with the Commissionable Employment, Defendants have received
8 gross income on which Defendants have not paid any commission to Plaintiff. Pursuant to the
9 Forman Agency Agreement, all of the foregoing income is commissionable at the rate of ten
10 percent (10%).

11 17. Defendants have breached the Forman Agency Agreement by failing to pay any
12 of the foregoing commissions even though Plaintiff has duly demanded payment.

13 18. Plaintiff performed all of its obligations pursuant to the Forman Agency
14 Agreement or was excused from doing so by Defendants' breach thereof.

15 19. As a proximate result of Defendants' breach of the Forman Agency Agreement,
16 Plaintiff has suffered damages in an amount to be proven at the hearing before the Labor
17 Commissioner, together with interest on said amount at the legal rate.

18 **SECOND CAUSE OF ACTION**

19 **(For Quantum Meruit)**

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

22 21. Defendants have become indebted to Plaintiff for work, labor, and services
23 performed by Plaintiff pursuant to the Forman Agency Agreement.

24 22. Plaintiff has demanded on numerous occasions that Defendants pay Plaintiff the
25 amounts due pursuant to the Forman Agency Agreement.

26 23. Defendants have failed to pay such amounts, and such amounts are now due and
27 owing to Plaintiff, together with interest on said amount at the legal rate.

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1 24. Plaintiff will prove at the Labor Commission hearing the fair and reasonable value
2 of the services for which Defendants have not paid.

3 **THIRD CAUSE OF ACTION**

4 **(For Unjust Enrichment)**

5 25. Plaintiff re-alleges herein by this reference each and every allegation contained in
6 paragraphs 1 through 24, inclusive, of this Complaint as if set forth fully herein.

7 26. As a proximate result of Defendants' conduct alleged above, Defendants have
8 become unjustly enriched at Plaintiff's expense, in an amount to be proven at the Labor
9 Commission hearing of this matter, plus interest at the legal rate.

10 **FOURTH CAUSE OF ACTION**

11 **(For Accounting)**

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

14 28. Pursuant to the Forman Agency Agreement, Plaintiff is entitled to an accounting
15 of all monies or other consideration paid or payable to Defendants in connection with all
16 employment that Forman obtained during the term of the Forman Agency Agreement.

17 29. Defendants have not provided an accounting to Plaintiff for all monies or other
18 consideration earned or received by or on behalf of Defendants in connection with the Forman
19 Agency Agreement. An accounting is required to determine the total amount of monies or other
20 consideration received by or on behalf of Defendants pursuant to the Forman Agency Agreement
21 and the exact amount of commissions that are due and owing to Plaintiff.

22 **FIFTH CAUSE OF ACTION**

23 **(For Declaratory Relief)**

24 30. Plaintiff re-alleges herein by this reference each and every allegation contained in
25 paragraphs 1 through 29, inclusive, of this Complaint as if set forth fully herein.

26 31. An actual controversy has arisen and now exists between Plaintiff and
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06/01/2017

1 Defendants. Plaintiff contends that there is now due and owing commissions of ten percent
2 (10%) of all of Defendants' gross income on the Commissionable Employment and that such
3 amount is past due.

4 32. Plaintiff is informed and believes and thereon alleges that Defendants deny that
5 commissions are due to Plaintiff.

6 33. Plaintiff desires a judicial determination of its rights and a declaration that it is
7 entitled to the commissions sought herein.

8 34. A judicial declaration is appropriate at this time, under all the circumstances so
9 that Plaintiff and Defendants may determine their current and prospective rights and liabilities
10 with regard to commissions.

11 WHEREFORE, Plaintiff seeks the following determinations:

- 12 1. For damages in an amount to be proven at the hearing of this matter;
- 13 2. For prejudgment interest at the legal rate;
- 14 3. For a written accounting with respect to all monies or other consideration received
15 by or on behalf of Defendants in connection with the Forman Agency Agreement;
- 16 4. For a judicial declaration of Plaintiff's rights pursuant to the Forman Agency
17 Agreement, including that Defendants are jointly and severally liable to Plaintiff for ten percent
18 (10%) commissions on the Commissionable Employment;
- 19 5. For costs of suit; and
- 20 6. For such other and further relief as the Labor Commissioner may deem just and
21 proper.

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23 DATED: June 1, 2017

FREEDMAN & TATTELMAN, LLP

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25 By: 

Bryan J. Freedman
Steven B. Stiglitz
Attorneys for Plaintiff
United Talent Agency, LLC