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**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

MAY 20 2015

Sherri R. Carter, Executive Officer/Clerk
By _____, Deputy

7 Attorneys for Defendants,
UNITED TALENT AGENCY, LLC, GREGORY CAVIC
8 and GREGORY MCKNIGHT
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 CREATIVE ARTISTS AGENCY, LLC, a)
Delaware limited liability company)

13 Plaintiff,)

14 vs.)

15 UNITED TALENT AGENCY, LLC, a)
16 Delaware limited liability company;)
GREGORY CAVIC, an individual;)
17 GREGORY MCKNIGHT, an individual; and)
DOES 1 to 50, inclusive,)

18 Defendants.)

Case No. SC123994
[Assigned to Hon. Lisa Hart Cole]

Unlimited Civil Case
Amount in excess of \$25,000

**DEFENDANTS GREGORY CAVIC'S and
GREGORY MCKNIGHT'S:**

**(1) NOTICE OF DEMURRER AND
DEMURRER TO COMPLAINT; and**

**(2) MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEMURRER TO COMPLAINT**

[Notice of Motion to Strike; Motion to Strike;
Memorandum of Points & Authorities In
Support Thereof; and Request for Judicial
Notice filed concurrently herewith]

Date: December 18, 2015
Time: 8:30 a.m.
Dept: O

RES ID: 150504049041
RES ID: 150504049039

Action filed: April 2, 2015
Trial Date: None set

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on December 18, 2015, at 8:30 a.m., or as soon thereafter as
3 the matter may be heard in Department "O" of the above-entitled court located at 1725 Main Street,
4 Santa Monica, California, 90401, defendants Gregory Cavic and Gregory McKnight, jointly and
5 severally, will and hereby do demur under Code of Civil Procedure § 430.30(a) to the Complaint for
6 Damages and Injunctive Relief filed by plaintiff Creative Artists Agency, LLC on the grounds set
7 forth in the attached Demurrer to Complaint and incorporated herein by this reference.

8 This Demurrer will be based upon this Notice, the Demurrer to Complaint and supporting
9 Memorandum of Points and Authorities attached hereto, the concurrently filed Request for Judicial
10 Notice, upon the pleadings, records and papers on file in this action and on such other evidence as
11 may be presented at the time of the hearing on the Demurrer.

12
13
14 DATED: May 20, 2015

FREEDMAN+ TAITELMAN, LLP

15
16
17 By: 

Bryan J. Freedman
Brian Turnauer
Sean M. Hardy
Attorneys for Defendants Gregory Cavic
and Gregory McKnight

1 DEMURRER TO COMPLAINT FOR DAMAGES

2 Defendants Gregory Cavic and Gregory McKnight (collectively, "Defendants"), jointly and
3 severally, demur to the Complaint for Damages filed by plaintiff Creative Artists Agency, LLC,
4 severally, on each of the following grounds:

5 1. The third alleged cause of action fails to allege facts sufficient to state a cause of
6 action against Defendants for Breach of Fiduciary Duty (CCP § 430.10(e));

7 2. The fourth alleged cause of action fails to allege facts sufficient to state a cause of
8 action against Defendants for Conspiracy to Breach Duty of Loyalty (CCP § 430.10(e)); and

9 3. The fourth alleged cause of action for Conspiracy to Breach Fiduciary Duty is
10 uncertain (CCP § 430.10(f)).

11
12
13 DATED: May 20, 2015

FREEDMAN + TAITELMAN, LLP

14
15 By: 

16 Bryan J. Freedman
17 Brian Turnauer
18 Sean M. Hardy
19 Attorneys for Defendant United Talent
20 Agency, LLC
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4 On March 31, 2015, a group of talent agents and employees left Creative Artists Agency,
5 LLC (“CAA”) for United Talent Agency, LLC (“UTA”). Less than two days later, in a flailing and
6 desperate attempt to save face, CAA lashed out and hastily filed this frivolous lawsuit.
7 Unfortunately, CAA filed a Complaint riddled with falsehoods, inconsistencies, unsubstantiated
8 allegations, and glaring omissions designed to intentionally mislead the Court. Moreover, CAA’s
9 Complaint is nothing more than a thinly-veiled attempt to illegally restrict competition through the
10 court system and stands in direct contravention of California’s strong public policy favoring free and
11 open competition, and employee mobility. Despite what CAA would like to believe, its front doors
12 are not a one-way turnstile.

13 While the Complaint’s factual inaccuracies will be exposed throughout this litigation, CAA’s
14 duplicity appears right on the face of the Complaint. Pursuant to California *Labor Code* section
15 2855, personal services contracts that collectively exceed seven years in duration are void as a matter
16 of law. In its Complaint, CAA alleges that Defendants Gregory Cavic and Gregory McKnight
17 (collectively, “Defendants”) interfered with, and conspired to interfere with, the employment
18 contracts of agents Martin Lesak and Jason Heyman. As CAA is well aware, those employment
19 contracts have collectively long exceeded the seven-year rule. Heyman and Lesak’s contracts are
20 therefore unenforceable, rendering CAA’s causes of action for interference with those contracts
21 legally unsustainable.

22 With no way around this fatal flaw, CAA instead deliberately misleads the Court by alleging
23 that Lesak and Heyman began their employment with CAA in 2009. CAA entirely suppresses the
24 fact that it first entered into a written employment agreement with both Lesak and Heyman on July
25 8, 2005. This omission was no honest mistake or simple oversight.

26 In fact, CAA filed a private arbitration demand against Lesak and Heyman **the day after the**
27 **Complaint’s filing** conceding that Lesak and Heyman were hired by CAA on July 8, 2005. (RJN,
28 Ex. “C”, ¶ 13; Ex. “D”, ¶ 13.) This transparent attempt to deceive the Court violates the truthful

1 pleading and sham pleading doctrines. *See, Cantu v. Resolution Trust Corp.*, 4 Cal.App.4th at 877-
2 878 (“When the plaintiff pleads inconsistently in separate actions, the plaintiff’s complaint is nothing
3 more than a sham that seeks to avoid the effect of a demurrer.”); *see also, Dwan v. Dixon* (1963) 216
4 Cal.App.2d 260, 264 (“to make allegations which are directly contradictory to the facts within their
5 own knowledge is to defeat the rule of truthful pleading”); *Cantu v. Resolution Trust Corp.* (1992) 4
6 Cal.App.4th 857, 877 (“the plaintiff may not plead facts that contradict the facts or positions that the
7 plaintiff pleaded in earlier actions or suppress facts that prove the pleaded facts false”).

8 In truth, CAA’s reasoning for omitting this salient fact also stems from an even deeper and
9 significantly more embarrassing place. CAA alleges in the Complaint that Defendants induced
10 Heyman and Lesak to terminate their (unenforceable) employment with CAA and move to UTA.
11 (Complaint at ¶¶ 43-45.) CAA did not mention in the Complaint that Heyman and Lesak were once
12 partners with and employees of UTA, both subject to binding and enforceable partnership
13 agreements. In 2005, CAA poached Heyman and Lesak from UTA and induced them to join CAA.

14 The 2005 employment agreements between Heyman, Lesak and CAA, which CAA elusively
15 omits from the Complaint, states in no uncertain terms that:

16 CAA understands that you may take certain actions (including without limitation
17 the possible termination of your employment with United Talent Agency, Inc.,
18 “UTA”), in reliance on CAA’s promise not to revoke [this offer], and your ability
19 to accept the offer *on or before July 11, 2005.*
(*See* RJN, Exhibits “A” and “B” at p. 1)

20 CAA even went so far as to indemnify Heyman and Lesak in 2005 for their breach of the
21 UTA agreements and for their anticipated solicitation of UTA’s clients. In other words, CAA
22 induced these very agents to terminate their employment with UTA in 2005, yet now allege that
23 UTA’s hiring back of those agents is somehow actionable.

24 Moreover, CAA not only pleads factually spurious allegations, but also alleges causes of
25 action that are legally unsustainable. CAA’s causes of action against Defendants for breach of
26 fiduciary duty and conspiracy to breach fiduciary duty fail as a matter of law, as no such duties exist
27 between employer and employee.
28

1 For the reasons set forth below, Defendants respectfully request the Court sustain this
2 demurrer to CAA's third and fourth causes of action without leave to amend.

3
4
5 **II.**

6 **PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 430.10, THIS**
7 **COURT HAS THE AUTHORITY TO GRANT THE REQUESTED DEMURRER**

8 California *Code of Civil Procedure* section 430.10 states in relevant part:

9 The party against whom a complaint . . . has been filed may object, by
10 demurrer or answer as provided in Section 430.30, to the pleading on
any one or more of the following grounds:

11 . . .

12 (e) The pleading does not state facts sufficient to constitute a
cause of action.

13 (f) The pleading is uncertain. As used in this subdivision,
"uncertain" includes ambiguous and unintelligible

14

15 As such, based upon the language in section 430.10, a demurrer is properly asserted both
16 where a plaintiff has failed to state facts sufficient to constitute a cause of action and where a
17 pleading is ambiguous or unintelligible. Section 430.30 further adds, "[w]hen any ground for
18 objection to a complaint . . . appears on the face thereof, or from any matter of which the Court is
19 required to or may take judicial notice, the objection on the ground may be taken by a demurrer to
20 the pleading." Accordingly, when a complaint is defective in whole or in part and the defects
21 appear on the face of the complaint, the defendant may properly object by demurrer. Not only does
22 a demurrer test the sufficiency of the actual allegations in the complaint, but it also tests whether
23 those facts are pleaded with sufficient certainty and particularity. (*Banerian v. O'Malley* (1974) 42
Cal.App.3d 604.)

24 If under substantive law no liability exists, a demurrer is proper and it is not an abuse of
25 discretion for a court to deny the plaintiff leave to amend its complaint. (*Berkeley Police Assn. v.*
26 *City of Berkeley* (1977) 76 Cal.App.3d 931, 943; *see also Lawrence v. Bank of America* (1985) 163
27 Cal.App.3d 431, 437.) Additionally, in *Lee v. Interinsurance Exchange* (1996) 50 Cal.App.4th 694,
28 724, the court noted: "[I]t is proper to sustain a demurrer without leave to amend if it is probable

1 from the nature of the defects and previous unsuccessful attempts to plead that plaintiff cannot state
2 a cause of action.” As the facts and nature of CAA’s claims are clear and no liability exists as will
3 be shown below, the Court should grant Defendants’ Demurrer without leave to amend. Based
4 upon the foregoing, due to the defects apparent in CAA’s third and fourth causes of action,
5 Defendants respectfully request that this Court grant its Demurrer without leave to amend.

6 **III.**

7 **CAA HAS NOT ALLEGED, AND CANNOT ALLEGE, A CAUSE OF ACTION FOR**
8 **BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS**

9 "The elements of a cause of action for breach of fiduciary duty are: (1) existence of a
10 fiduciary duty; (2) breach of the fiduciary duty; and (3) damage proximately caused by the breach."
11 (*Slovensky v. Friedman* (2006) 142 Cal. App. 4th 1518, 1534.) CAA’s third cause of action for
12 Breach of Fiduciary Duty fails as a matter of law, as CAA has not demonstrated the existence of a
13 fiduciary duty with Cavic and McKnight.

14 Certain relationships give rise to fiduciary duty as a matter of law, including partnerships,
15 joint-venturer relationships, corporate officers and boards of directors and their shareholders, and
16 trustee-beneficiary relationships. (*See, e.g., Oakland Raiders v. National Football League*
17 (2005) 131 Cal. App. 4th 621, 632-633.) Absent a special relationship or agreement between the
18 parties, courts will not impose a fiduciary relationship. (*See, e.g., Committee on Children's*
19 *Television, Inc. v. General Foods Corp.* (1983) 35 Cal. 3d 197, 222 (“before a person can be charged
20 with a fiduciary obligation, he must either knowingly undertake to act on behalf and for the benefit
21 of another, or must enter into a relationship which imposes that undertaking as a matter of law.”).)
22 Instead of pleading specific facts to support the alleged existence of a fiduciary duty, CAA merely
23 claims that, “Cavic and McKnight owed CAA a fiduciary duty during the time that they were
24 employed by CAA.” (Complaint ¶ 70.) This conclusory allegation is woefully insufficient.

25 Simply put, Defendants’ status as employees of CAA did not create a fiduciary duty.
26 Employer-employee relationships generally are not fiduciary relationships. (*O’Byrne v. Santa*
27 *Monica-UCLA Medical Center* (2001) 94 Cal.App.4th 797, 811; *see also Calvao v. Superior Court*
28 (1988) 201 Cal.App.3d 921, 923.) Notwithstanding the allegation that Cavic and McKnight owed

1 CAA a fiduciary duty as employees of CAA, "no presumption of a confidential relationship arises
2 from the bare fact that parties to a contract are employer and employee; rather, additional ties must
3 be brought out in order to create the presumption of a confidential relationship between the two.
4 [Citation.]" (*Odorizzi v. Bloomfield School Dist.* (1966) 246 Cal.App.2d 123, 129.)

5 Here, CAA's claim for breach of fiduciary duty does not allege additional facts to support the
6 bare allegation of the existence of a fiduciary duty. Although a court assumes the truth of facts
7 alleged in the Complaint, it "[does] not assume the truth of contentions, deductions, or conclusions
8 of fact or law and may disregard allegations that are contrary to the law or to a fact which may be
9 judicially noticed." (*Haro v. City of Solana Beach* (2011) 195 Cal.App.4th 542, 549.) Thus, the
10 Court may properly disregard the unsupported assertion that Defendants owed a fiduciary duty as
11 employees of CAA. Defendants' Demurrer to CAA's third cause of action for Breach of Fiduciary
12 Duty must be sustained.

13 IV.

14 **CAA HAS NOT ALLEGED, AND CANNOT ALLEGE, A CAUSE OF ACTION FOR** 15 **CONSPIRACY TO BREACH FIDUCIARY DUTY AGAINST DEFENDANTS**

16 Due to the failure of CAA's third cause of action for Breach of Fiduciary Duty, CAA's
17 fourth cause of action for Conspiracy to Breach Fiduciary Duty necessarily fails.

18 "By its nature, tort liability arising from conspiracy presupposes that the coconspirator is
19 legally capable of committing the tort, i.e., that he or she owes a duty to plaintiff recognized by law
20 and is potentially subject to liability for breach of that duty." (*Applied Equipment Corp. v. Litton*
21 *Saudi Arabia Ltd.* (1994) 7 Cal. 4th 503, 511.) Consequently, California courts have held that a
22 nonfiduciary **cannot** be held liable for conspiracy to breach a fiduciary duty. (*See, Everest Investors*
23 *8 v. Whitehall Real Estate Partnership Xi* (2002) 100 Cal. App. 4th 1102, 1109; *Kidron v. Movie*
24 *Acquisition Corp.* (1995) 40 Cal. App. 4th 1571, 1597 (" [a] nonfiduciary cannot conspire to breach
25 a duty owed only by a fiduciary"); *accord, Doctors' Co. v. Superior Ct.* (1989) 49 Cal. 3d 39, 44
26 ("[a] cause of action for civil conspiracy may not arise, however, if the alleged conspirator, though a
27 participant in the agreement underlying the injury, was not personally bound by the duty violated by
28 the wrongdoing".))

1 As demonstrated above, CAA has completely failed to allege the existence of a fiduciary
2 relationship between CAA and Defendants. Absent any fiduciary relationship with CAA, a cause of
3 action for Conspiracy to Breach Fiduciary Duty will not lie against Defendants. Therefore,
4 Defendants' Demurrer to CAA's fourth cause of action for Conspiracy to Breach Fiduciary Duty
5 must be sustained.

6 V.

7 **THE FOURTH CAUSE OF ACTION IS**

8 **FATALLY UNCERTAIN**

9 The instant Demurrer should additionally be sustained because the fourth cause of action
10 against Cavic and McKnight is fatally uncertain. In its fourth cause of action, CAA was required to
11 state "the essential facts upon which a determination of the controversy depends" with "clearness
12 and precision so that nothing is left to surmise." (*Bernstein v. Piller* (1950) 98 Cal.App.2d 441,
13 443.) "Mere recital, references to or allegations of material facts which are left to surmise are
14 subject to a special demurrer for uncertainty." (*Id.* at 443-444.) CAA must set forth the essential
15 facts of its case " 'with reasonable precision and with particularity sufficient to acquaint [the]
16 defendant with the nature, source, and extent' " of CAA's claim. (*Doe v. City of Los*
17 *Angeles* (2007) 42 Cal.4th 531, 550.) ***Legal conclusions are insufficient.*** (*Id.*, at p. 551, fn. 5.) As
18 shown above, the Complaint is replete with conclusory and often contradictory allegations.
19 Defendants Cavic and McKnight cannot reasonably be apprised of the nature of the allegations
20 against them.

21 Here, the fourth cause action continuously lumps Cavic, McKnight, the other named
22 defendant UTA, and the unnamed Doe defendants together in its allegations by ascribing alleged
23 conduct to "Defendants." This cause of action is replete with instances where CAA impermissibly
24 lumps Cavic and McKnight together with the other defendants, making it impossible to understand
25 why each person has been sued. (See Complaint at ¶¶ 76, 77, 78, 79.) (See also *Hawley Bros.*
26 *Hardware Co. v. Brownstone* (1899) 123 Cal. 643, 645-648 (holding that a demurrer should have
27 been sustained for uncertainty where the complaint indiscriminately used "defendant" to refer to
28 several possible parties); *Code of Civil Procedure* § 430.10(f) (a complaint is subject to demurrer

1 where it is “uncertain,” “ambiguous,” or “unintelligible.’.) As a result, the fourth cause of action is
2 fatally uncertain under *Code of Civil Procedure* § 430.10(f) and the Demurrer as to the fourth cause
3 of action should be sustained without leave to amend.

4 VI.

5 CONCLUSION

6 For the foregoing reasons, Defendants respectfully request that the Court sustain their
7 Demurrer as to each of the foregoing causes of action to CAA’s Complaint without leave to amend.

8
9 DATED: May 20, 2015

FREEDMAN + TAITELMAN, LLP

10
11 By: 

12 Bryan J. Freedman
13 Brian Turnauer
14 Sean M. Hardy
15 Attorneys for Defendants Gregory Cavic
16 and Gregory McKnight
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CRS RECEIPT

INSTRUCTIONS

Please print this receipt and attach it to the corresponding motion/document as the last page. Indicate the Reservation ID on the motion/document face page (see example). The document will not be accepted without this receipt page and the Reservation ID.

CALIFORNIA, COUNTY OF LOS ANGELES	
)	CASE NO: UC000000
)	NOTICE OF MOTION AND MOTION
)	TO COMPEL ANSWERS TO DEFOAM
)	INTERROGATORIES
)	DATE: January 14, 2015
)	FILED: 2:10 pm
)	DEPT:
)	RES ID: 131112001085

RESERVATION INFORMATION

Reservation ID: 150504049041
Transaction Date: May 4, 2015
Case Number: SC123994
Case Title: CREATIVE ARTISTS AGENCY, LLC VS UNITED TALENT AGENCY, LLC
Party: CAVIC GREGORY (Defendant)
Courthouse: Santa Monica Courthouse
Department: O
Reservation Type: Demurrer - with Motion to Strike
Date: 12/18/2015
Time: 08:30 am

FEE INFORMATION (Fees are non-refundable)

First Paper Fee: (See below)

First Paper (Unlimited Civil)	Receipt Number: 1150504K7879-1	\$435.00
Motion to Strike (not anti-SLAPP)	Receipt Number: 1150504K7879-2	\$60.00
Total Fees:		\$495.00

PAYMENT INFORMATION

Name on Credit Card: MICHAEL A TAITELMAN
Credit Card Number: XXXX-XXXX-XXXX-6956

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CALIFORNIA, COUNTY OF LOS ANGELES	
)	CASE NO.: IC000100
)	NOTICE OF MOTION AND MOTION
)	TO COMPEL ANSWERS TO FORM
)	INTERROGATORIES
)	
)	DATE: January 1, 2020
)	TIME: 2:30 pm
)	DEPT:
)	CRS ID: 131112001085

RESERVATION INFORMATION

Reservation ID: 150504049039
Transaction Date: May 4, 2015
Case Number: SC123994
Case Title: CREATIVE ARTISTS AGENCY, LLC VS UNITED TALENT AGENCY, LLC
Party: MCKNIGHT GREGORY (Defendant)
Courthouse: Santa Monica Courthouse
Department: O
Reservation Type: Demurrer - with Motion to Strike
Date: 12/18/2015
Time: 08:30 am

FEE INFORMATION (Fees are non-refundable)

First Paper Fee: (See below)

First Paper (Unlimited Civil)	Receipt Number: 1150504K7863-1	\$435.00
Motion to Strike (not anti-SLAPP)	Receipt Number: 1150504K7863-2	\$60.00
Total Fees:		\$495.00

PAYMENT INFORMATION

Name on Credit Card: MICHAEL A TAITELMAN
Credit Card Number: XXXX-XXXX-XXXX-6956

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