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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 31 2012

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy
Cristina Grijalva

7 Attorneys for WILLIAM MORRIS AGENCY
and WILLIAM MORRIS ENDEAVOR
8 ENTERTAINMENT, LLC

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
11

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

12 WILLIAM MORRIS AGENCY and WILLIAM
13 MORRIS ENDEAVOR ENTERTAINMENT,
14 LLC,

Case No. **BS 140145**

Petitioners,

Assigned to
Department:

S, P

15 v.

~~NOTICE OF PETITION AND~~ PETITION TO
CONFIRM DETERMINATION OF
16 CONTROVERSY BY CALIFORNIA LABOR
COMMISSIONER; DECLARATION OF
17 KERRY GARVIS WRIGHT IN SUPPORT
18 THEREOF

17 TOMMY LEE JONES, an individual,
JAVELINA FILM COMPANY, a Texas
18 Corporation,

[C.C.P. Section 1285 et seq.]

19 Respondents.

Date:
20 Time: 8:30 a.m.
21 Dept:

ORIGINAL

22 CIT/CASE: BS140145 LEA/DEF#:
23 RECEIPT #: CCH195707063
DATE PAID: 10/31/12 02:40:50 PM
24 PAYMENT: \$435.00 0310
RECEIVED:
CHECKS: 435.00
CASH:
25 CHANGE:
26 CARD:

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

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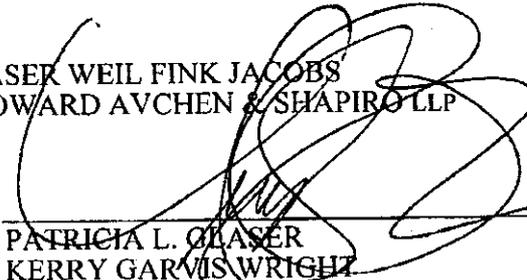
TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____, at 8:30 a.m., or as soon thereafter as the matter may be heard in Department __ of the above-entitled Court, located at 111 N. Hill St., Los Angeles, California 90012, William Morris Agency and William Morris Endeavor Entertainment, LLC (collectively, "WME"), will and hereby do petition this Court to confirm the Determination of Controversy (With Amended Order) (the "Labor Commissioner Award") issued by Julie A. Su, the California State Labor Commissioner, and David L. Gurley, attorney for the California State Labor Commissioner, in the underlying Labor Commission proceeding between WME, on the one hand, and Tommy Lee Jones and Javelina Film Company (collectively, "Jones"), on the other hand, entitled *Tommy Lee Jones, et al. v. William Morris Agency and William Morris Endeavor Entertainment, LLC*, Case No. TAC 16396.

The petition is made pursuant to California Code of Civil Procedure section 1285, *et seq.*, and California Labor Code section 1700, *et seq.*, and is based on this Notice, the accompanying Memorandum of Points and Authorities, the supporting Declaration of Kerry Garvis Wright and all exhibits thereto, the complete files and records of this action, all matters of which the Court may take judicial notice, and such further matters as may be presented at the time of the hearing on this petition.

DATED: October 31, 2012

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

By: 

PATRICIA L. GLASER
KERRY GARVIS WRIGHT
AMIN H. AL-SARRAF
Attorneys for Petitioners William Morris Agency
and William Morris Endeavor Entertainment, LLC

1 **PETITION TO CONFIRM DETERMINATION OF CONTROVERSY BY CALIFORNIA**

2 **LABOR COMMISSIONER**

3 1. William Morris Agency and William Morris Endeavor Entertainment, LLC
4 (collectively, "WME") bring this petition to confirm the award issued by the California State Labor
5 Commissioner against Tommy Lee Jones and Javelina Film Company (collectively, "Jones")
6 ordering Jones to pay WME commissions for compensation Jones received for the film *No Country*
7 *For Old Men* (the "Film"). The Labor Commissioner determined that Jones must pay WME all
8 commissions owed and due on any and all compensation Jones received for the Film, including 10%
9 of \$15,000,000 which Jones received from Paramount Pictures Corporation ("Paramount") (the
10 Film's producer) for the Film following an arbitration Jones initiated against Paramount.¹

11 **JURISDICTION AND VENUE**

12 2. Subject matter jurisdiction is proper in the Superior Court of California for the
13 County of Los Angeles pursuant to Article VI, Section 10 of the California Constitution.

14 3. Venue is proper in the Superior Court of California for the County of Los Angeles,
15 because the California Labor Commission hearing on this matter was heard in Los Angeles County.
16 See Cal. Civ. Proc. § 1292.2; see also, *Buchwald v. Katz*, 8 Cal.3d 493, 499 (1972) (labor
17 commission awards confirmed in same manner as awards of private arbitrators).

18 **PARTIES**

19 4. William Morris Endeavor Entertainment, LLC, formerly known as William Morris
20 Agency, is a limited liability company organized under the laws of Delaware.

21 5. Upon information and belief, Tommy Lee Jones is an individual residing in Texas.

22 6. Upon information and belief, Javelina Film Company is a Texas corporation.

23 **PROCEDURAL HISTORY**

24 7. On or about January 19, 2010, Jones filed with the Labor Commission of the State of
25 California a Petition to Determine Controversy (the "Original Labor Commission Petition") against

26
27 ¹ As a result of the Jones-Paramount arbitration, Paramount was ordered to pay Jones approximately
28 \$15,000,000 representing compensation for worldwide box office receipts for the Film pursuant to
the contract negotiated between Jones and Paramount.

1 WME, pursuant to sections 1700, *et seq.*, of the California Labor Code, commonly known as the
2 Talent Agencies Act ("TAA"). The Original Labor Commission Petition asserted claims for breach
3 of fiduciary duty and declaratory relief. Jones sought disgorgement of any and all commissions paid
4 to WME by Jones for compensation in connection with Mr. Jones' role in the Film, as well as,
5 among other relief, a determination that WME was not entitled to recover commissions on any
6 monies received by Jones for the Film.

7 8. On or about February 25, 2010, WME filed an Answer to the Original Labor
8 Commission Petition, and asserted Counterclaims for breach of contract and quantum meruit,
9 seeking commissions on monies received by Jones in connection with the Film, to which WME was
10 entitled inasmuch as WME served as Jones' talent agency that procured Mr. Jones' role in the Film,
11 and also participated in negotiations on Jones' behalf.

12 9. On or about February 4, 2011, Jones filed an Amended Petition to Determine
13 Controversy (the "Amended Labor Commission Petition"). A true and correct copy of the Amended
14 Labor Commission Petition is attached as Exhibit A to the Declaration of Kerry Garvis Wright
15 ("Wright Decl."). On or about February 10, 2011, WME filed its Answer to the Amended Petition
16 and also filed Amended Counterclaims, adding a claim for declaratory relief (the "Amended
17 Counterclaims"). A true and correct copy of WME's Answer and Amended Counterclaims is
18 attached as Exhibit B to the Wright Decl.

19 10. The hearing on the Amended Labor Commission Petition and the Amended
20 Counterclaims was presided over by David L. Gurley, attorney for the Labor Commission, and took
21 place between February 15 and 16, 2011, at the offices of Glaser Weil Fink Jacobs Howard Avchen
22 & Shapiro LLP, 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067, and
23 between August 25 and 26, 2011, at the offices of Lavelly & Singer, P.C., 2049 Century Park East,
24 Suite 2400, Los Angeles, California 90067-2906.

25 11. After considering the evidence presented by the parties and, their respective written
26 closing briefs, on October 1, 2012, Mr. Gurley issued a Determination of Controversy, signed by the
27 California State Labor Commissioner, Julie A. Su, awarding WME "10% commission for earnings
28 connected with the film *No Country For Old Men* including commission on the award issued in the

1 Paramount arbitration” plus interest calculated at 10% per annum (the “Original Award”). A true
2 and correct copy of the Original Award is attached as Exhibit C to the Wright Decl. On or about
3 October 10, 2012, Mr. Gurley issued an amended order clarifying the calculation of interest in the
4 Original Award (the “Amended Award”). A true and correct copy of the Amended Award is
5 attached as Exhibit D to the Wright Decl.

6 12. On or about October 10, 2012, Jones filed a Notice of Appeal and Request for Trial
7 *De Novo* Pursuant to Labor Code Section 1700.44(a) (the “Original Notice of Appeal”) with the Los
8 Angeles Superior Court. A true and correct copy of the Original Notice of Appeal is attached as
9 Exhibit E to the Wright Decl.

10 13. On or about October 19, 2012, Jones filed a First Amended Notice of Appeal and
11 Request for Trial *De Novo* Pursuant to Labor Code Section 1700.44(a) (the “First Amended Notice
12 of Appeal”). A true and correct copy of the First Amended Notice of Appeal is attached as Exhibit
13 F to the Wright Decl.

14 14. A prevailing party in a Labor Commission proceeding may enforce an award where
15 the opposing party has appealed the award but has failed to post the requisite bond. *Buchwald v.*
16 *Katz*, 8 Cal.3d 493, 499 (1972). “[T]he proper procedure for enforcing such an award is to first
17 apply to the superior court for judicial confirmation of the award in the same manner as awards of
18 private arbitrators under Code of Civil Procedure sections 1285-1288.8.” *Id.* [internal citations
19 omitted].

20 15. To date, Jones has not posted a bond pursuant to Labor Code section 1700.44. *See*
21 Wright Decl., ¶¶ 8-9. Absent a satisfactory bond, an award issued by the Labor Commissioner is
22 *not* stayed and may be confirmed by the Superior Court. *See* Cal. Lab. Code § 1700.44(a); *see also,*
23 *Buchwald, supra*, 8 Cal.3d at 499. Here, therefore, the Amended Award issued by the Labor
24 Commissioner is enforceable and may be confirmed by the Court because Jones has failed to post
25 any bond.

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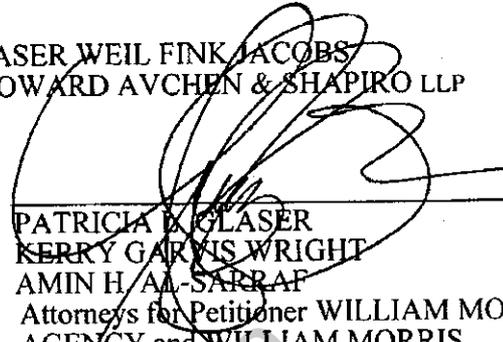
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1 WHEREFORE, WME prays for an order confirming the Labor Commissioner's Amended
2 Award, for entry of judgment in conformity therewith, and for costs and such other relief as the
3 Court may deem proper.

4 DATED: October 31, 2012

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

By: 

PATRICIA E. GLASER
KERRY GARYS WRIGHT
AMIN H. AL-SARRAF
Attorneys for Petitioner WILLIAM MORRIS
AGENCY and WILLIAM MORRIS
ENDEAVOR ENTERTAINMENT, LLC

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

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1 STATE OF CALIFORNIA
2 DEPARTMENT OF INDUSTRIAL RELATIONS
3 DIVISION OF LABOR STANDARDS ENFORCEMENT
4 David L. Gurley, Esq. (SBN 194298)
5 300 Oceangate, Suite 850
6 Long Beach, California 90802
7 Telephone: (562) 590-5461
8 Facsimile: (562) 499-6438

9 Attorney for the Labor Commissioner

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BEFORE THE LABOR COMMISSIONER
OF THE STATE OF CALIFORNIA

11 TOMMY LEE JONES, an individual,
12 JAVELINA FILM COMPANY, a Texas
13 Corporation,

14 Petitioner,

15 vs.

16 WILLIAM MORRIS AGENCY AND
17 WILLIAM MORRIS ENDEAVOR
18 ENTERTAINMENT, LLC

19 Respondents.

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19 WILLIAM MORRIS AGENCY and
20 WILLIAM MORRIS ENDEAVOR
21 ENTERTAINMENT, LLC.

22 Cross-Petitioners,

23 vs.

24 TOMMY LEE JONES, an Individual,
25 JAVELINA FILM COMPANY, a
26 Texas corporation.

27 Cross-Respondents.

CASE NO. TAC 16396

DETERMINATION OF
CONTROVERSY (WITH AMENDED
ORDER)

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I. INTRODUCTION

The above-captioned matter, a Petition to Determine Controversy under Labor Code §1700.44, came on regularly for hearing in Los Angeles, California, before the undersigned attorney for the Labor Commissioner assigned to hear this case. Petitioner TOMMY LEE JONES, (hereinafter, referred to as "JONES") appeared and was represented by Martin D. Singer, Esq. of LAVELY & SINGER, A Professional Corporation. Respondents/Cross-Petitioner WILLIAM MORRIS AGENCY and WILLIAM MORRIS ENDEAVOR ENTERTAINMENT (hereinafter, referred to as "WME") appeared through Kerry Garvis Wright, Esq., of GLASER, WEIL, FINK, JACOBS, HOWARD, AVCHEN & SHAPIRO, LLP.

The Petitioner alleges Respondents breached the fiduciary duty of loyalty owed to Petitioner by virtue of their agency relationship and seeks a Determination denying Respondents any further commissions or monies owed in connection with the film *No Country For Old Men (NCFOM)* and an order requiring Respondents to disgorge to Petitioners all commissions previously received. Respondents filed a cross-petition denying a breach of fiduciary duty and seeking unpaid commissions of not less than \$1.5 million plus future commissions owed for *NCFOM* and interest. The matter was taken under submission.

Based on the evidence presented at this hearing and on the other papers on file in this matter, the Labor Commissioner hereby adopts the following decision.

II. FINDINGS OF FACT

1. Tommy Lee Jones is a professional actor in the entertainment industry. Jones has been acting and directing for decades and throughout his successful career was represented by his long-time talent agent Michael Black. In or around late 2004, Jones and Black parted ways requiring Jones to retain a new talent agent.

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1 2. In or about January 2005, Jones communicated with Jim Wiatt ("Wiatt"),
2 then Chairman and Chief Executive Officer of the William Morris Agency,¹ to become a
3 client of WME. Wiatt, a friend of Jones, indicated that he would personally serve as his
4 talent agent and that he would build a team to serve Jones's needs. One member of that
5 team, another WME agent Michael Cooper ("Cooper"), worked closely with Jones.

6 3. Jones trusted Wiatt as they had known each other for years since Wiatt, like
7 Jones, had also been performing at the highest levels of the entertainment industry as CEO
8 of International Creative Management (ICM) and then Chairman and CEO of the William
9 Morris Agency. Based on Wiatt's assertions to Jones that he would personally handle
10 Jones's agency needs, Jones entered into an oral agreement with WME to become Jones's
11 talent agent. It was clear from the testimony of Jones that WME would be entitled, per
12 industry standard, to 10% commissions on Jones's earnings on engagements procured by
13 WME.

14 4. Jones's entertainment team not only included his talent agents, i.e., Mr.
15 Black and now Mr. Wiatt, but also included a valued and instrumental member, Jones's
16 long-time transactional attorney, Bill Jacobson ("Jacobson"). Jacobson held a very
17 valuable role for Jones in that Jacobson would carefully monitor the written contracts and
18 engineer the contracts so that they clearly and specifically reflected the intent of the
19 parties. In light of the many years that Jacobson worked as Jones's transactional attorney
20 he became keenly aware of Jones's deals and was able to confidently advise Jones along
21 with his agents whether the deal was right for Jones. More importantly, it was Jacobson
22 who would assure Jones that the intent of the parties' negotiations was accurately
23 reflected in whatever written contract or instrument was in issue at the time of the deal.
24 Jones and Jacobson were friends, looked after each other and at the end of the day were
25 extremely successful both professionally and personally.

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28 ¹ On or around May 2009 William Morris Agency and The Endeavor Agency, LLC, merged to form William Morris Endeavor Entertainment, LLC. The new agency will be referred throughout this Determination as WME.

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B. THE NEGOTIATIONS

7. As a result of the film's allocated budget by Paramount, Jones was advised he would not earn his standard rate on the front-end applied against 12.5% of the first dollar gross back-end. Notably, Jacobson was intrinsically involved in the early negotiations between Petitioner and Paramount. Jones enjoyed and befriended the author of the book which served as the basis for the script for *NCFOM*, Cormack McCarthy, which increased his desire to participate in the film. Consequently, and in exchange for accepting the substantially reduced up-front fixed fee, Jacobson requested on Jones's behalf, that Wiatt seek Jones's standard first-dollar gross back-end compensation³ that was consistent with his prior films with Paramount. Ultimately, Paramount rejected this demand. Paramount's counsel, Jeff Freedman, indicated that Paramount was paying small amounts up front and that all of the major talent would be paid the same amount, somewhere in the neighborhood of a \$500,000 up front fee, far below his usual up-front fee.

8. After Paramount rejected Petitioner's demand for Jones's first-dollar gross precedence, Jacobson requested Wiatt seek favorable alternative contingent compensation, namely in the form of substantial box office bonuses. Through e-mails it was determined that Wiatt continued to seek favorable terms for Jones, including first dollar gross. Wiatt also leaned on Cooper to assist in pushing the negotiations forward. Sometime in February 2006, Paramount through their counsel confirmed that Jones would receive the largest box office bonuses and a substantial up-front cash fee. One e-mail in particular indicated that Paramount was willing to provide Jones with up to a million dollar up-front fee, but for reasons unknown, Wiatt did not convey this information to Jacobson or Jones and agreed to a \$750,000 up front fee. Consequently, based on an up-front fee of \$750,000, the back-end portion of the deal quickly became the most significant aspect of Jones's deal with Paramount.

³ "First dollar gross back-end" entitled Jones to the best back-end deal of all of the players, including Rudin and the Coen Brothers and was consistent with his usual deal with a Paramount picture.

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C. THE BACK-END

9. Jones argues Wiatt did nothing to assist on the back-end portion of the *NCFOM* contract and that he essentially dropped out of the negotiations for the back-end leaving that responsibility to Jacobson and Cooper. Jones convincingly argued and the evidence established that it was Jacobson's tenacity that enabled Jones to receive the best back-end deal and confirmed that Jones's deal should include 2 times worldwide box office bonuses. On February 11, 2006, Freedman confirmed that Jones would receive the best box office bonuses of anyone on the film.

10. Ultimately, Jones entered into a written and fully executed agreement ("The Agreement") with Paramount's subsidiary, N.M. Classics, Inc. ("Classics"), to render acting services on the picture which included domestic and 2 times worldwide box office bonuses. Notably, it was Mr. Jacobson and not Wiatt, Cooper nor anyone else at WME who demanded on behalf of Jones that the 2 times worldwide box office bonuses be included in the contract.

11. The negotiations were not yet entirely complete as of April 6, 2006, when Jacobson received the first draft of the *NCFOM* contract. Although the back-end was not fully complete, Michael Cooper on behalf of WME, sent an e-mail to Paramount on April 4, 2006 ("Cooper 1st e-mail"), claiming Jones's deal for the Picture was done and asking when WME would receive written documentation from Paramount. However, as previously mentioned, the negotiations of the Agreement were not complete as of the date of the 1st Cooper e-mail as the box office bonuses were still being negotiated between Jacobson and Paramount's counsel as of late May 2006. This 1st Cooper e-mail was a clear mistake by Mr. Cooper, as the deal was not officially finalized and Mr. Cooper failed to confirm negotiations were fully completed with Jacobson before sending the April 4th e-mail. It was a careless mistake and fortunately the e-mail did not harm Mr. Jones in his arbitration where the back-end and the effective date of the contract became the focus of the litigation.

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1 16. In the Arbitration, Paramount contended that Jones was not entitled to the box
2 office bonuses that were negotiated by Jacobson and that were ultimately incorporated
3 into the written Agreement. One of Paramount's arguments relied on the 1st Cooper e-
4 mail as one reason that Petitioners should not receive the box office bonuses which were
5 negotiated after the date of the April 4, 2006 Cooper e-mail. Paramount argued Cooper's
6 e-mail established when the contracts were finalized and therefore Paramount should not
7 be liable for payments on negotiations conducted after April 4, 2006. In reality, Jacobson
8 had substantially negotiated the box office bonuses for Jones after April 4, 2006, the date
9 of the Cooper e-mail, and that is what the arbitrators determined. In short, the Cooper e-
10 mail was not determinative in the outcome of the arbitration.

11 17. On November 18, 2009, the Arbitration Panel issued a Final
12 Arbitration Award ordering Paramount to perform its obligations to Jones pursuant to the
13 written Agreement and required Paramount to pay Jones the 2 times worldwide box office
14 bonuses provided in the Agreement in the amount of \$15,000,000.

15
16 **E. WME PARTICIPATION IN PARAMOUNT
 ARBITRATION**

17 18. Jones argues WME utterly failed to cooperate with Jones's litigation team in
18 the Paramount arbitration. Jones maintains Jacobson was alone in defending Jones when
19 Paramount requested Jones sign an amendment to the contract. Jones argues Wiatt did not
20 use his influence as Jones's agent to assist Jones in avoiding litigation, and moreover,
21 failed to assist him in collecting the monies owed to Jones. Jones specifically alleged that
22 Wiatt failed to use his influence with his friend, the Chairman of Paramount, Brad Grey,
23 to honor the *NCFOM* contract. Jones argues WME essentially hid from the conflict as e-
24 mails directed to Wiatt were ordered blind copied and in short, WME sought to avoid
25 entering the fray with a major studio. That argument is somewhat belied by the evidence.
26 Wiatt communicated with Brad Grey on several occasions, as well as with the president of
27 Paramount, John Leshner, about the dispute. Wiatt instructed the heads of Paramount that
28 Jones would not sign the amendment and he argued that Paramount should pay Jones,

1 pursuant to the signed contract. Moreover, Wiatt communicated to Jones that he should
2 not sign the amendment. In addition, WME ultimately created the financial analyses that
3 were used in the arbitration to support the \$15,000,000 demand.

4 19. Jones further argues Cooper and other WME employees were unwilling to
5 testify in the arbitration, and specifically Cooper would have made an unreliable and
6 possible adverse witness for Jones. The testimony of Cooper did not show this to be true.
7 While Mr. Cooper, was nervous, maybe even terrified of being placed in the center of a
8 major financial dispute between a superstar actor and a major studio, in which his e-mail
9 could potentially cost his client millions of dollars, he was not unwilling to participate.
10 He was simply scared, and based on witness testimony it would have been incredibly
11 unlikely that Mr. Cooper ever could have turned adverse against Jones. The documentary
12 evidence and the testimony of Mr. Cooper conversely established that Cooper cared
13 deeply about Jones' career, worked hard at progressing Jones's career, but made mistakes.
14 Some of those mistakes were rather conspicuous and arguably negligent, but were
15 mistakes nonetheless. Finally, it was Jones's legal team, who for tactical reasons alone,
16 decided not to use Cooper as a witness in the arbitration.

17 **F. "SCREW TOMMY LEE" E-MAIL**

18
19 20. On or about September 2009, in connection with discovery in the
20 Arbitration, Jones's legal team received a copy of an e-mail from Michael Cooper (2nd
21 Cooper e-mail) to Scott Rudin, the producer of Rudin's next movie a remake of "*True*
22 *Grit*." *True Grit* again involved Rudin and the Coen brothers and was predicted to do
23 well following the success of *NCFOM*. Apparently, Jones was being considered for the
24 lead role of "Rooster Cogburn", eventually portrayed by Jeff Bridges, who was nominated
25 for an academy award for his role. The 2nd Cooper e-mail to Rudin stated, "So screw
26 Tommy Lee for 'T. Grit Spoke to Ethan about Kurt Russell (who's the right age and is a
27 real shitkicker). Love this idea."

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III. LEGAL FINDINGS

1. Labor Code §1700.4(b) includes "actors" in the definition of "artist" and Petitioner is therefore an "artist" within the meaning of Labor Code §1700.4(b).

2. It was stipulated the William Morris Endeavor Entertainment, LLC is a California licensed talent agency.

3. Labor Code §1700.23 provides that the Labor Commissioner is vested with jurisdiction over "any controversy between the artist and the talent agency relating to the terms of the contract," and the Labor Commissioner's jurisdiction has been held to include the resolution of contract claims brought by artists or agents seeking damages for breach of a talent agency contract. (*Garson v. Div. Of Labor Law Enforcement (1949) 33 Cal.2d 861, Robinson v. Superior Court (1950) 35 Cal.2d 379.*) Therefore, the Labor Commissioner has jurisdiction to determine this matter.

4. The sole issue is whether the alleged acts and omissions by WME and argued by Jones, constitute a material breach of the implied covenant of good faith and fair dealing in an agency relationship thereby rendering any commissions owed to WME null and void. An alternative although similar way to describe the issue is whether WME engaged in acts rendering a failure of performance of the agent thereby rendering the contract void and thus excusing the performance of Jones to pay commission on *NCFOM*. Whether the analysis is based on a breach of fiduciary duty by an agent or a material breach of contract by a party rendering the contract void for failure to perform a party's obligation under the contract, we arrive at the same conclusion. The actions of WME do not constitute a material breach.

5. In general, the *wrongful* act, the unjustified or unexcused, failure to perform on a contract, is the *breach*. (*See Rest.2d Contracts §235(2).*) Ordinarily, a breach is the result of an intentional act, but negligent performance may also constitute a breach, giving rise to alternative contract and tort actions. (*See Witkin 10th Ed. Contracts §847 citing Cal.Proc.4th, Actions §§ 158, 159.*) Any breach, total or partial, that causes a measurable

1 injury, gives the injured party a right to damages as compensation thereof. (See
2 *Borgonovo v. Henderson* (1960) 182 C.A.2d 220, 231, quoting Rest.2d Contracts §236;
3 Corbin §948). The important question, however is whether a particular breach will also
4 give the injured party the right to refuse further performance on his or her own part, i.e., to
5 terminate the contract. The test is whether the breach is material; and a total or complete
6 breach is, of course, material and grounds for termination by the injured party. (See
7 Witkin 10th ed. Contracts § 852.)

8 6. When analyzing the facts in this case, and determining whether a breach is
9 material we must look closely at the facts as presented. Here, utilizing this standard it is
10 clear WME provided considerable performance which did not breach or affect the root of
11 the contract and thus does not justify termination. The law is well settled in this state that
12 a person is not entitled to rescind or abandon a contract for an alleged breach of that
13 contract when the breach does not go to the root of the consideration (See *Karz v.*
14 *Department of Professional Vocational Standards* (1936) 11 C.A.2d 554,557, quoting
15 *Walker v. Harbor Business Blocks Co.*, 181 Cal. 773, 186 P. 356; 13 C.J. 614, § 664.)

16 7. When we analyze the facts of each argued breach, at the end of the inquiry
17 we are left with the fact that WME ultimately performed and fulfilled its primary
18 responsibility under the terms of the oral contract and within the meaning of Labor Code
19 §1700.4 which states a "talent agency" means a person or corporation who engages in the
20 occupation of procuring . . . employment or engagements for an artist . . ." WME clearly
21 did not perform in the manner expected by Jones, nor did they perform to the level that
22 Jones was accustomed to with his transactional attorney, Mr. Jacobson. Nor did WME
23 perform with the same results Jones experienced with his litigation counsel in the
24 Paramount arbitration. Jones has experienced such exceptional representation, going all
25 the way back to Mr. Black, he was not accustomed to mistakes. But let us not forget the
26 primary job of a talent agency is to obtain work, and this is what WME did. In fact,
27 obtaining the role as the Sheriff in *NCFOM* is considered one of Jones's most highly
28 acclaimed roles in Jones's career.

1 8. It is the role of the transactional attorney to verify that a contract's terms
2 purport what they are supposed to say, and it is the role of litigation counsel to fight when
3 a party does not abide by the contract. And that is what both William Jacobson and
4 Lavelly & Singer did in the Paramount arbitration. Everyone did their job here, including
5 WME albeit with a few bumps along the way. And in the end, Jones received every dollar
6 he was entitled to. We will briefly highlight the facts and evidence produced at the
7 hearing that contradicts an alleged total breach of the contract as argued by Jones:

8
9 A. **WIATT'S ARGUED FAILURE TO SECURE JONES'S
10 FRONT-END COMPENSATION OF \$1 MILLION,
11 DESPITE AN INDICATION FROM PARAMOUNT
12 THAT THE STUDIO WAS WILLING TO PAY
13 \$1 MILLION TO JONES TO GET THE DEAL DONE**

14 9. Here, based on a review of the e-mails, it appears these were ongoing
15 negotiations and discussions between Wiatt and Paramount President, John Leshner. The
16 e-mail referenced by petitioners failed to incorporate the \$1,000,000 front-end fee was
17 contingent upon "Meeting Jones' back-end as well." The e-mail established \$1,000,000
18 was a consideration Paramount was willing to pay, but it was part of an ongoing dialogue
19 regarding ongoing negotiations. Instead of establishing bad faith on Wiatt's part, it
20 established Wiatt was involved in the negotiations, including the back-end. As a result,
21 Wiatt's failure to procure \$1,000,000 front-end compensation was not a breach of his
22 fiduciary duty towards Jones and the e-mail cannot be used out of context to prove as
23 much. Could Wiatt have fought harder and obtained Jones the \$1,000,000 up front? It is
24 possible, but based on the evidence we cannot conclusively state Wiatt readily failed to
25 obtain an extra \$250,000 for Jones. These were negotiations and the e-mail was only a
26 part of those negotiations.

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1 **B. JONES ARGUES THAT WIATT'S LACK OF**
2 **INVOLVEMENT IN THE NEGOTIATION OF JONES'S**
3 **BACK-END DEAL FOR WORLDWIDE BOX OFFICE**
4 **BONUSES ON NCFOM ESTABLISHED A**
5 **DISREGARD FOR JONES'S BENEFIT.**

6 10. Again, it was well documented, including dozens of e-mails establishing
7 Wiatt was involved in negotiating the back-end. Clearly, he was not as involved as
8 Jacobson, but he was not "entirely out of the negotiations" as argued by Petitioners. Both
9 Wiatt's testimony and the e-mails produced by Wiatt and WME may have established
10 Wiatt was less than diligent or consistent, but the evidence did establish he often relied on
11 Cooper to push the negotiations forward. Unfortunately for Wiatt and Jones it could be
12 implied the ongoing merger between William Morris and Endeavor may have distracted
13 Wiatt from total concentration for his friend and client, Jones. In short, WME may have
14 failed to meet the standards expected of Jones, but the perceived lack of effort on the part
15 of WME did not rise to the level of fraud or even bad faith regarding Wiatt's lack of
16 involvement in the negotiations of Jones's back end.

17 **C. JONES ARGUES THAT COOPER'S E-MAIL TO**
18 **PARAMOUNT STATING THE DEAL HAD CLOSED AS OF**
19 **LATE MARCH 2006, WHEN A DRAFT OF A WRITTEN**
20 **CONTRACT HAD NOT BEEN SENT TO JONES'S**
21 **REPRESENTATIVES YET AND THE WORLDWIDE BOX**
22 **OFFICE BONUSES HAD NOT BEEN INTRODUCED AS**
23 **A BACK-END MECHANISM WAS A MATERIAL BREACH**

24 11. Michael Cooper demonstrated inexperience and eagerness to finalize the
25 deal but importantly the testimony from Cooper along with the myriad of e-mails
26 established that Cooper was working extremely hard for Jones. As a consequence of his
27 inexperience and eagerness, he simply made mistakes. Mistakes that could have seriously
28 hurt his client's chances in the arbitration and mistakes that could and should have been
 avoided. But, at the end of the day, Cooper simply made mistakes that did not injure his
 client. There was not a shred of evidence he ever wanted to harm Jones by sending the
 March 2006 e-mail, nor that the sending of the e-mail harmed Jones in any manner. There
 was no nexus established between the e-mail and the outcome of the Paramount

1 arbitration. In fact, Jones was not harmed and instead received large bonuses and
2 payments as a result of WME bringing the *NCFOM* opportunity to Jones in the first place.
3 This should not be forgotten, and Michael Cooper played a role in that process.

4 **D. WME AND WIATT'S PERCEIVED FAILURE TO FIGHT**
5 **AGAINST PARAMOUNT FOR THE WORLDWIDE BOX**
6 **OFFICE BONUSES REFLECTED BY WIATT INSISTING**
7 **THAT HE NOT BE COPIED ON CORRESPONDENCE TO**
8 **PARAMOUNT**

9 12. Cooper, Wiatt and Munoz's, (Mr. Munoz was a WME accountant involved
10 with financial projections) failure to assist Jones in the arbitration against Paramount did
11 not amount to a total failure to fight or engage against Paramount. Cooper, Wiatt and
12 Munoz were all willing to testify in the arbitration. It was determined that it was
13 Petitioners who failed to call them to testify for strategic reasons, but any refusal to testify
14 was uncorroborated at the hearing. Cooper had reason to be nervous, taking into
15 consideration the mistakes he had made during and after the project, but he was credible
16 when he testified that he would have and was prepared to testify at the arbitration. Wiatt
17 also was willing and able to testify but had limited knowledge about the back-end
18 compensation, as it was Jacobson who negotiated that portion of the deal with little
19 assistance from Wiatt. Munoz simply had no meaningful testimony to add, as he did not
20 create the initial projections and for strategic reasons, he was also not called. In the end,
21 WME was ready to assist Jones in his arbitration matter against Paramount. It did appear
22 that Wiatt's request to be blind copied showed an intent to shield himself from potentially
23 harmful documentation that would be used against Paramount, but that act alone does not
24 give rise to a breach of fiduciary duty and clearly nowhere near a total breach of his duties
25 as Jones agent which would excuse performance from Jones.

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1 **E. THE MICHAEL COOPER "SCREW TOMMY LEE"**
2 **EMAIL TO RUDIN POSSIBLY SABOTAGING JONES'S**
3 **EFFORTS TO SECURE THE ROLE OF ROOSTER COGBURN**
4 **IN THE REMAKE OF *TRUE GRIT*.**

5 13. This e-mail was troubling as its express message was contrary to Jones's
6 professional well-being and appeared to be written in a manner that not only disregarded
7 his prior client as a candidate for *True Grit*, but was written with malice toward Jones.
8 Taken alone, this e-mail provides a damaging piece of evidence presented by Jones in his
9 effort to establish a breach of fiduciary duty. As an agency relationship is a fiduciary one,
10 obliging the agent to act with diligence, care and loyalty to the principal. (*Civil Code*
11 *§2322(c); Rest. 2d Agency §13; Mendoza v. Rast Produce Co., Inc.*, 140 Cal.App.4th
12 1395, 1405-1406 (5th Dist., 2006).) Where such a relationship arises, the agent assumes
13 "a fiduciary duty to act loyally for the principal's benefit in all matters connected with the
14 agency relationship." (*Rest.3d, Agency, § 8.01; Van De Kamp v. Bank of America*, 204
15 Cal.App.3d 810, 861 (2nd Distr., 1988) (Agent must disclose to principal whether, in a
16 given agency-related transaction, the agent is acting on its own account or adversely to
17 principal).) As a matter of law, the relationship of principal and agent binds the agent to
18 the utmost good faith in his or her dealings with the principal. (*Estate of Baldwin*, 34
19 Cal.App.3d 596, 605 (4th Dist., 1973).)

20 14. It should be noted Jones had already terminated the relationship between the
21 parties prior to the e-mail. This fact coupled with Cooper's credible explanation at the
22 hearing highlighted the circumstances and the intent behind the e-mail. Cooper was very
23 upset at losing such a valuable client as Jones. Cooper credibly testified he was
24 expressing his utter disappointment at losing Jones while at the same time pushing another
25 WME client (Kurt Russell) for the role. Cooper clearly wished and expressed he had used
26 better judgment before sending out the e-mail and has undoubtedly learned a valuable
27 lesson, but he did not send the e-mail with malice nor with the intent to harm Jones but
28 instead sent it out of disappointment in losing what Cooper felt was an invaluable asset to
WME. The injury WME will suffer here is that they lost this client, but they did not

1 breach their obligations going to the root of the relationship to the extent argued by Jones.
2 Moreover, the e-mail had no effect on whether Jones was selected for the role as
3 evidenced by the declaration of Scott Rudin who indicated that Cooper's e-mail played no
4 role in the selection of Jeff Bridges as "Rooster Cogburn" in *True Grit*.

5 15. Jones cites many cases, some referenced above quoting the applicable
6 standards of care required by an agent. The cases are all distinguishable. First, none of
7 the cases cited involve talent agents or the Talent Agencies Act (Labor Code §1700 et
8 seq.). But far more important, all of the cases cited by Petitioner involve fraud,
9 conversion, self dealing or a combination and are thus not persuasive. There simply is no
10 causal connection or relationship between the acts of WME and any perceived injury to
11 Jones. In fact, there was no injury to Jones and as such we do not find a material breach
12 of the oral contract or a material breach of the agent's fiduciary duty to Jones. The
13 question whether Cooper's e-mail rises to the level of intent to damage his former client,
14 and/or establishes self dealing thus breaching his fiduciary duty is also answered in the
15 negative.

16 16. Case law agrees in that [n]egligence by an . . . agent in the performance
17 of his duties does not deprive him of all right to compensation in the absence of
18 disloyalty, fraud or bad faith on his part. (*Tacker v. Croonquist*, 244 Cal.App.2d 572, 577
19 (4th Dist., 1966).) In conclusion, Cooper, Wiatt nor WME acted with disloyalty or bad
20 faith; and consequently, Petitioner's request is denied. The Respondent/Cross Petitioner
21 is entitled to their commissions earned for Jones's performance in *NCFOM* and interest.

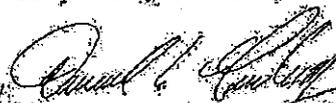
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AMENDED ORDER

For the above-stated reasons, IT IS HEREBY ORDERED Respondent/Cross-Petitioner WILLIAM MORRIS AGENCY and WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC is entitled to 10% commission for earnings connected with the film *No Country For Old Men* including commission on the award issued in the Paramount arbitration and interest calculated at 10% per annum through the date of satisfaction of the award. The Petitioner/Cross Respondent TOMMY LEE JONES, an individual, JAVELINA FILM COMPANY, a Texas Corporation shall provide an accounting to the Respondent/Cross Petitioner of all earnings through June 5, 2009, also including the Paramount arbitration in connection with *No Country For Old Men* within 30 days of receipt of this Determination and are required to remit 10% commission plus interest within 30 days of the accounting for all unpaid commissions consistent with this Order. Petitioner's request to bar the recovery of commissions and to disgorge previously paid commissions is denied.

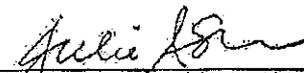
Dated: October 10, 2012

Respectfully submitted,

By: 
DAVID L. GURLEY
Attorney for the California State
Labor Commissioner

ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

Dated: October 10, 2012

By: 
JULIE A. SU
California State Labor Commissioner

CIT/CASE: LC096057 LEA/DEF#:
RECEIPT #: LA0280131013
DATE PAID: 01/12/12 01:30:23 PM
PAYMENT: \$395.00
RECEIVED: 0310

CHECK: 395.00
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CHANGE:
CASH:

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Tina Provencio, declare and state as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is MOLINA CENTER, 300 Oceangate, Suite 850, Long Beach, CA 90802.

On October 10, 2012, I served the foregoing document described as:
DETERMINATION OF CONTROVERSY (WITH AMENDED ORDER), on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Martin D. Singer, Esq.
LAVELY & SINGER
2049 Century Park East, Suite 2400
Los Angeles, CA 90067-2906
Attorneys for Petitioner
E-Mail: mdsinger@lavelysinger.com

Kerry Garvis Wright, Esq.
GLASER, WEIL, FINK, JACOBS,
HOWARD, AVCHEN
& SHAPIRO, LLP
10250 Constellation Blvd. 19th Floor
Los Angeles, CA 90067
Attorneys for Respondents
E-Mail: kgarviswright@glaserweil.com

(BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our office address in Long Beach, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

(BY E-MAIL SERVICE) I caused such document (s) to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed this 10th day of October, 2012, at Long Beach, California.


Tina Provencio

DEADLINE.COM

**Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP**

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Kerry Garvis Wright

October 15, 2012

Direct Dial
310.556.7889
Direct Fax
310.843.2689
Email
kgarviswright@glaserweil.com

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

Martin D. Singer, Esq.
Michael D. Holtz, Esq.
LAVELY & SINGER
2049 Century Park East
Suite 2400
Los Angeles, California 90067-2906

Re: *Tommy Lee Jones, et al. v. William Morris Endeavor Entertainment, et al.*

Dear Marty and Michael,

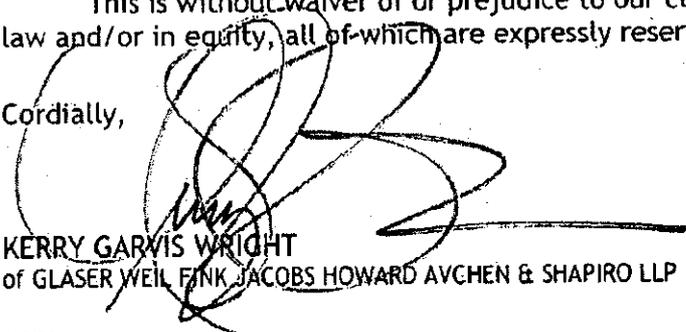
We are in receipt of your Notice of Appeal and Request for Trial De Novo pursuant to Labor Code Section 1700.44(a). There is no indication, either from your papers or the Court docket, that you properly and timely posted a bond as required by Section 98.2(b) of the California Labor Code.

Please provide us with proof that you have timely posted a satisfactory bond to cover the *full* amount of the Labor Commissioner's award, *including* the interest that the Commissioner clarified is due and owing on the award.

If we do not receive such proof by Noon tomorrow, October 16, 2012, we will file a motion to dismiss the appeal and seek sanctions, including, but not limited to, a dismissal of the appeal. See *Progressive Concrete, Inc. v. Parker*, 136 Cal. App. 4th 540, 552 (2006).

This is without waiver of or prejudice to our clients' rights and remedies, at law and/or in equity, all of which are expressly reserved.

Cordially,


KERRY GARVIS WRIGHT
of GLASER WEIL FINK JACOBS HOWARD AVCHEN & SHAPIRO LLP

KGW:yc

DEADLINE.COM

Kerry Garvis Wright

From: Kerry Garvis Wright
Sent: Tuesday, October 16, 2012 2:40 PM
To: Kerry Garvis Wright; 'Martin Singer'; 'Michael Holtz'
Subject: RE: TOMMY LEE JONES / WME

We will presume by your silence that you have not bonded the award and will proceed accordingly, including as set forth in my letter and with respect to initiating collection procedures. Kerry

From: Kerry Garvis Wright
Sent: Monday, October 15, 2012 5:21 PM
To: Martin Singer; 'Michael Holtz'
Subject: TOMMY LEE JONES / WME

Please see attached letter of today's date.

Kerry

Glaser Weil Fink Jacobs
Howard Aychen & Shapiro LLP

Kerry Garvis Wright | Partner
10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7889 | Fax: 310.843.2689
E-Mail: kgarviswright@glaserweil.com | www.glaserweil.com

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 Please consider the environment before printing this email.

10/16/12

RH

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Kerry Garvis Wright (SBN 206320)
Amin H. Al-Sarraf (SBN 265116)
Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP
10250 Constellation Boulevard, 19th Floor
Los Angeles, CA 90067

TELEPHONE NO.: 310-553-3000

FAX NO.: 310-556-2920

ATTORNEY FOR (Name): William Morris Agency, LLC and William Morris Endeavor Entertainment, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 N. Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District

CASE NAME: William Morris Agency and William Morris Endeavor Entertainment, LLC v. Tommy Lee Jones and Javelina Film Company

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:

BS140145

JUDGE:

DEPT:

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 31 2012

John A. Clarke, Executive Officer/Clerk
BY Christina Ornelas, Deputy
Christina Ornelas

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 P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other P/DP/WD (23)

Non-P/DP/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-P/DP/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):

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: October 31, 2012

Kerry Garvis Wright (SBN 206320)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

ORIGINAL

SHORT TITLE: William Morris Agency, et al. v. Tommy Lee Jones, et al.

CASE NUMBER

BS 140145

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

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

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

JURY TRIAL? [] YES CLASS ACTION? [] YES LIMITED CASE? [] YES TIME ESTIMATED FOR TRIAL [] HOURS/ [] DAYS

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

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

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

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

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

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

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

ORIGINAL

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury/Property Damage/Wrongful Death (23).

SHORT TITLE:

William Morris Agency, et al. v. Tommy Lee Jones, et al.

CASE NUMBER

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

SHORT TITLE:

William Morris Agency, et al. v. Tommy Lee Jones, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input checked="" 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.
Provisionally Complex Litigation	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	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	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	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	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:

William Morris Agency, et al. v. Tommy Lee Jones, et al.

CASE NUMBER

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.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

ADDRESS:

William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd., Third Floor

CITY:

Beverly Hills

STATE:

CA

ZIP CODE:

90212

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

Dated: October 31, 2012

(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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.