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Los Angeles Superior Court

SEP 06 2012

John A. Clarke, Executive Officer/Clerk  
By *[Signature]*, Deputy  
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6 Attorneys for Plaintiffs Christopher Nolan,  
7 Emma Thomas Nolan and Syncopy, Inc.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10 CHRISTOPHER NOLAN, a California  
11 resident; EMMA THOMAS NOLAN, a  
12 California resident; and SYNCOPY, INC., a  
13 California corporation,

Case No.: BC491625

14 Plaintiffs,

COMPLAINT IN INTERPLEADER

15 vs.

16 WILLIAM MORRIS ENDEAVOR  
17 ENTERTAINMENT, LLC, a Delaware  
18 limited liability company; CREATIVE  
19 ARTISTS AGENCY, LLC, a Delaware  
20 limited liability company; and DOES 1  
21 through 50, inclusive,

22 Defendants.



23  
24 Plaintiffs Christopher Nolan, an individual, Emma Thomas Nolan, an individual, and  
25 Syncopy, Inc., a California corporation, complain against defendants William Morris Endeavor  
26 Entertainment, LLC, a Delaware limited liability company, Creative Artists Agency, LLC, a  
27 Delaware limited liability company, and DOES 1-50, as follows:  
28

1 **INTRODUCTION**

2 1. By this interpleader action, plaintiffs Christopher Nolan (“Nolan”), Emma  
3 Thomas Nolan (“Thomas Nolan”) and Syncopy, Inc. (“Syncopy”) (collectively, the “Plaintiffs”),  
4 seek to pay their talent agency commissions to the rightful talent agency or agencies.

5 2. Demand has been made on the Plaintiffs by their former and current talent  
6 agencies to pay commissions on sums arising out of the same project(s). Defendant Creative  
7 Artists Agency, LLC (“CAA”) claims it is entitled to receive commissions on sums received by  
8 Plaintiffs in connection with all engagements or projects entered into during the time CAA was  
9 Plaintiffs’ talent agency. Defendant William Morris Endeavor Entertainment, LLC (“WME”)  
10 asserts a right to a portion of the same commissions on the grounds that it is Plaintiffs’ current  
11 talent agency of record and that it is presently servicing the project(s) in connection with which  
12 Plaintiffs are being paid sums and for which commissions are presently being generated.

13 3. The Plaintiffs take no position with respect to which of the defendants are entitled  
14 to their agency commissions and simply wish to discharge their obligations through this  
15 Complaint In Interpleader.

16 **PRELIMINARY ALLEGATIONS**

17 4. Nolan is, and at times herein mentioned was, an individual who resides in Los  
18 Angeles, California.

19 5. Thomas Nolan is, and at times herein mentioned was, an individual who resides in  
20 Los Angeles, California.

21 6. Syncopy is, and at times herein mentioned was, a California corporation, qualified  
22 to do business in the State of California.

23 7. Nolan, Thomas Nolan and Syncopy will be collectively referred to as, the  
24 “Plaintiffs.”

25 8. Upon information and belief, Plaintiffs allege that WME is a Delaware limited  
26 liability company, authorized to do business in the State of California. Upon information and  
27 belief, WME is a full service talent agency.

28 9. Upon information and belief, Plaintiffs allege that CAA is a Delaware limited

1 liability company, authorized to do business in the State of California. Upon information and  
2 belief, CAA is also a full service talent agency.

3 10. The true names and capacities, whether individual, corporate, associate or  
4 otherwise of the defendants named herein as Does 1 through 50, inclusive, are unknown to  
5 Plaintiffs which therefore sues said defendants by such fictitious names. Plaintiffs allege on  
6 information and belief that each of the defendants, including those designated as Does claim or  
7 may claim an interest in the commissions which are the subject of this Complaint. Plaintiffs will  
8 seek leave of this Court to amend this Complaint to allege the true names and capacities of such  
9 defendants when the same have been ascertained.

10 11. WME, CAA and Does 1-50 will be collectively referred to as, the "Defendants."

11 12. Venue is proper in Los Angeles County in that WME and CAA have offices in  
12 Los Angeles County and the obligations that are the subject of this action were to be performed  
13 in Los Angeles County. As such, this Court is the proper Court for trial of this action.

14 **CAUSE OF ACTION**

15 **(For Interpleader against all Defendants)**

16 **Facts Relevant to the Stake Interpled**

17 13. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1  
18 through 12, inclusive, as though fully set forth herein.

19 14. From approximately October 2005 through February 2012, CAA was Plaintiffs'  
20 talent agency.

21 15. In or about early March 2012, WME became Plaintiffs' talent agency of record  
22 and is currently Plaintiffs' talent agency.

23 16. Plaintiffs are in possession of money which they have received from work  
24 performed on certain motion picture projects and for which they acknowledge should be paid out  
25 as agency commissions to WME and/or CAA (the "Commissions").

26 17. Defendants, and each of them, have made conflicting demands upon Plaintiffs to  
27 the Commissions as follows:

28 a. CAA asserts that it has a right to receive Commissions on sums received

1 by the Plaintiffs in connection with all engagements or projects entered into during the time  
2 CAA was Plaintiffs' talent agency.

3 b. WME asserts a right to a portion of the Commissions on the grounds that  
4 it is Plaintiffs' current talent agency of record and that it is presently servicing the projects in  
5 connection with which Plaintiffs are being paid sums and for which the Commissions are  
6 presently being generated.

7 18. Plaintiffs cannot resolve the conflicting demands made upon them by WME and  
8 CAA without potentially exposing themselves to multiple liabilities or litigation or both.  
9 Plaintiffs are unable to determine to whom the Commissions should rightfully be delivered.

10 19. Plaintiffs claim no interest in the Commissions. They are merely stakeholders of  
11 these Commissions and are ready and willing to deliver the Commissions to the party who is  
12 legally entitled to receive them.

13 20. Plaintiffs should not be compelled to become involved in the actual or potential  
14 disputes and contentions of Defendants with respect to the Commissions, and Defendants should  
15 be ordered to litigate and otherwise settle such disputes among themselves without involving  
16 Plaintiffs. Thus, Plaintiffs bring this action to have the matter legally determined.

17 21. Plaintiffs have incurred costs and reasonable attorney's fees in bringing this  
18 interpleader action and may continue to incur fees and costs until this matter is adjudicated with  
19 finality as to Plaintiffs' obligations.

20 WHEREFORE, Plaintiffs pray for judgment in their favor against the Defendants, and  
21 each of them, as follows:

22 1. That the Defendants and each of them be ordered to interplead and litigate their  
23 claims to the subject matter of this interpleader, and be restrained from initiating any other actions  
24 against Plaintiffs relating to the subject matter of this interpleader;

25 2. That Plaintiffs be discharged from liability to the Defendants with respect to the  
26 interpleaded Commissions deposited with this court;

27 3. That the Plaintiffs be awarded their actual court costs and reasonable attorney's  
28 fees that the Plaintiffs have incurred in relation to this interpleader action to be paid from the date

1 funds are deposited with the court; and

2 4. For such other relief as this Court may deem just and proper.

3 Dated: September 6, 2012

FREEDMAN & TAITELMAN, LLP

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By 

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Bryan J. Freedman

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Attorneys for Christopher Nolan, Emma Thomas Nolan,  
and Syncopy, Inc.

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