

COPY

**CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

SEP 29 2014

**Sherri R. Carter, Executive Officer/Clerk
By: Shaunya Bolden, Deputy**

1 Bryan J. Freedman, Esq. (SBN 156254)
2 Steven B. Stiglitz, Esq. (SBN 222667)
3 FREEDMAN + TAITELMAN, LLP
4 1901 Avenue of the Stars, Suite 500
5 Los Angeles, California 90067
6 Tel: (310) 201-0005
7 Fax: (310) 201-0045

8 Attorneys for Plaintiffs
9 Kitty Likes to Scratch Productions
10 and Kate Walsh

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 KITTY LIKES TO SCRATCH
14 PRODUCTIONS, a California corporation;
15 KATE WALSH, an individual,

16 Plaintiff,

17 v.

18 EVOLUTION ENTERTAINMENT
19 PARTNERS, a California corporation; and
20 DOES 1 to 100,

21 Defendants.

CASE NO.

BC 558975

**COMPLAINT FOR DECLARATORY
RELIEF**

BY FAX

1 Plaintiffs Kitty Likes to Scratch Productions and Kate Walsh (collectively, "Plaintiffs")
2 complain against Defendant Evolution Entertainment Partners, a California corporation, and
3 DOES 1-100 (collectively referred to herein as "Defendants"), as follows:

4 INTRODUCTION

5 Plaintiff Kate Walsh is an actress who, during her career, has portrayed Nicki Fifer on the
6 "The Drew Carey Show," Dr. Addison Montgomery on "Grey's Anatomy" and the spinoff series
7 "Private Practice," and many other roles. Starting in July 2011, Ms. Walsh was represented by
8 the talent management firm Evolution Entertainment Partners ("Evolution"). In connection with
9 that representation, Ms. Walsh paid commissions of 10% of her income received for work that
10 she performed during the term of the management relationship, including her work on the
11 television series "Full Circle" and the motion picture "Scary Movie 5." More than a year ago,
12 Ms. Walsh terminated the management relationship because Evolution failed to provide the
13 services that it promised. Notwithstanding Evolution's failure to provide the promised services,
14 Evolution has demanded that Ms. Walsh continue to pay commissions on her income from
15 various projects, including, but not limited to, commissions on Ms. Walsh's income for the life
16 of Ms. Walsh's work on the television "Bad Judge." Ms. Walsh believes that she should not be
17 responsible to pay Evolution all, or any part, of the commissions demanded, and seeks guidance
18 from this Court to determine the proper amount, if any, that she should pay to Evolution.

19 PRELIMINARY ALLEGATIONS

- 20 1. Ms. Walsh, and at all times herein mentioned was, an individual residing in Los
21 Angeles County, California.
- 22 2. Plaintiff Kitty Likes to Scratch Productions ("KLSP") is a California corporation
23 with its principle place of business in Los Angeles County, California. KLSP is a "loan-out"
24 corporation that contracts with various television and motion picture production companies to
25 provide the acting services of Ms. Walsh.
- 26 3. Plaintiffs allege on information and belief that Evolution, is and at all times
27 mentioned was, a California corporation with its principle place of business in Los Angeles
28 County, California.

1 4. The true names and capacities, whether individual, corporate, associate or
2 otherwise of the defendants named herein as Does 1 through 100, inclusive, are unknown to
3 Plaintiffs who therefore sue said defendants by such fictitious names. Plaintiffs allege on
4 information and belief that each of those designated as a Doe, is somehow affiliated with
5 Evolution and will claim a right to the same commissions that Evolution has demanded from
6 Plaintiffs. Plaintiffs will seek leave of this Court to amend this Complaint to allege the true
7 names and capacities of such defendants when the same have been ascertained.

8 5. This Court is the proper court for trial of this matter pursuant to, without
9 limitation, California Code of Civil Procedure § 395 in that, among other things, the county in
10 which the obligations, which are the subject of this Complaint, were incurred, and thus the
11 county in which the subject contracts were to be performed, is Los Angeles County, California.

12 **FIRST CAUSE OF ACTION**

13 (For Declaratory Relief against all Defendants)

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

16 7. Until recently, Ms. Walsh was represented by the talent management firm
17 Evolution. However, Ms. Walsh was forced to terminate that relationship because Evolution
18 failed to provide the services that it promised.

19 8. Notwithstanding Evolution's failure to provide the promised services, Evolution
20 has demanded that Ms. Walsh pay commissions on her income from various projects, including,
21 but not limited to, commissions on Ms. Walsh's income for the life of Ms. Walsh's work on the
22 television "Bad Judge." Ms. Walsh believes that she should not be responsible to pay Evolution
23 all, or any part, of the commissions demanded, and seeks guidance from this Court to determine
24 the proper amount, if any, that she should pay to Evolution.

25 9. There is an actual controversy regarding justiciable questions relating to the
26 parties' rights and obligations under the Management Agreement. On the one hand, Ms. Walsh
27 contends that she has already satisfied all of her obligations under the Management Agreement.
28 On the other hand, Evolution contends that Ms. Walsh and her loanout corporation, KLSP, have

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

continuing obligations to pay commissions on various projects, including, without limitation, commissions on all income that Ms. Walsh receives for the life of her work on the television series "Bad Judge." Plaintiffs accordingly request a declaration that they are not in breach of their obligations.

PRAYER FOR RELIEF

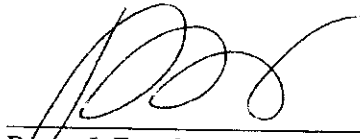
WHEREFORE, Plaintiffs respectfully pray for the following relief:

1. For a declaration that Plaintiffs are not obligated to pay any further commissions pursuant to the management relationship between Ms. Walsh and Evolution;
2. For costs of this action; and
3. For such other and further relief as this Court deems just and proper.

Dated: September 24, 2014

FREEDMAN + TAITELMAN, LLP

By:



Bryan J. Freedman
 Steven B. Stiglitz
 Attorneys for Plaintiffs
 Kitty Likes to Scratch Productions
 And Kate Walsh

Deadline.com