

1 obtaining roles such as Elena Delgado on the acclaimed series "Without a Trace", Sanchez
2 decided to disregard her contractual obligations and thumb her nose at the people who built her
3 career. This action is evidence that her behavior will not tolerated.

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5 **PRELIMINARY ALLEGATIONS**

6 1. The Collective Management Group, LLC, is, and at all times herein mentioned
7 was, a California limited liability company, with its principal place of business in Los Angeles
8 County, California. Plaintiff is a talent management company.

9 2. Plaintiff alleges on information and belief that Sanchez, is and at all times
10 mentioned was, an individual who resides in Los Angeles County, California. Sanchez is, among
11 other things, a television actress.

12 3. The true names and capacities, whether individual, corporate, associate or
13 otherwise of the defendants named herein as Does 1 through 100, inclusive, are unknown to
14 Plaintiff which therefore sues said defendants by such fictitious names. Plaintiff alleges on
15 information and belief that each of the defendants, including those designated as a Doe, are
16 responsible for the events alleged herein and the damages caused thereby as a principal, agent,
17 co-conspirator or aider and abettor. Plaintiff will seek leave of this Court to amend this
18 Complaint to allege the true names and capacities of such defendants when the same have been
19 ascertained.

20 4. Plaintiff alleges on information and belief that Defendants at all times relative to
21 this action, were the agents, servants, partners, joint venturers and employees of each of the other
22 Defendants and, in doing the acts alleged herein, were acting with the knowledge and consent of
23 each of the other Defendants in this action.

24 5. This Court is the proper court for trial of this matter because the county in which
25 the obligations, which are the subject of this Complaint, were incurred, and thus the county in
26 which the subject contracts were to be performed, is Los Angeles County, California.

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1 **FIRST CAUSE OF ACTION**

2 **(For Breach of Oral Contract against all Defendants)**

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

5 7. On or about February 19, 2003, Sanchez and Jeff Golenberg ("Golenberg"), who
6 at that time was a talent manager at 3 Arts Entertainment, Inc. ("3 Arts"), entered into a standard
7 oral management agreement, pursuant to which Golenberg acted as Sanchez's principal manager.
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9 8. In or around June 2005, Golenberg left 3 Arts to start his own company, The
10 Collective, at which time Sanchez entered another standard oral management agreement with
11 Golenberg, (the "Management Agreement"), pursuant to which Golenberg would continue to act
12 as Sanchez's principal manager on all existing and new projects, this time on behalf of The
13 Collective, under the same terms of the previous agreement.

14 9. Pursuant to the Management Agreement, Plaintiff performed standard talent
15 management services on a daily basis, including without limitation, managing and organizing
16 every facet of Sanchez's career, working closely with her talent agent, publicist and attorney,
17 advising her on career strategies and guiding her on appropriate steps to establish and further her
18 career in the entertainment industry.

19 10. In exchange for Plaintiff's services, Sanchez agreed to continue to pay Plaintiff a
20 10% commission on any and all sums or any other consideration received by Sanchez, with
21 respect to all engagements of her services on any project entered into or negotiated prior to
22 Sanchez's discharge of Plaintiff. In other words, Plaintiff is entitled to 10% of all compensation
23 Sanchez receives for the duration of any employment that began while Plaintiff was Sanchez's
24 manager at 3 Arts or The Collective, regardless of whether Sanchez receives the money or
25 performs the services before or after Plaintiff's discharge as manager.

26 11. During the period of Plaintiff's representation of Sanchez, Ruthanne Secunda with
27 United Talent Agency, ("Secunda"), Sanchez's talent agent, exclusively conducted negotiations
28 on Sanchez's behalf for her employment in the entertainment industry, and such employment was

1 substantially obtained for her. In agreeing to represent Sanchez as one of its clients, Plaintiff
2 relied upon Sanchez's agreement to pay commissions on all sums and consideration she received
3 by virtue of any such employment obtained during Plaintiff's representation of Sanchez. Such
4 sums or consideration include any and all monies or compensation of any kind or character
5 including, but not limited to, guaranteed compensation, contingent compensation and profit
6 participation obtained on Sanchez's behalf.

7 12. In or around January 2005, during Plaintiff's representation of Sanchez,
8 Secunda conducted exclusive negotiations on Sanchez's behalf, and employment was procured
9 for her in connection with the television series entitled "Without A Trace" (the "Series"),
10 pursuant to which Sanchez agreed to perform acting services in exchange for, in relevant part, the
11 following financial remuneration: \$47,850 per episode for season 6 of the Series and \$49,370 per
12 episode for season 7 of the Series.

13 13. Upon information and belief, Sanchez has received, to date, gross compensation
14 in the amount of at least \$861,300 for all 18 episodes of season six of the Series (\$47,850 times
15 18 episodes). Based on these amounts and the Management Agreement's terms, Plaintiff is
16 entitled to commissions in the amount of at least \$86,130 for season six. To date, Plaintiff has
17 received only \$66,990 for season six (14 episodes worth of commissions), leaving an unpaid
18 balance of \$19,140 for season six (four episodes worth of commissions).

19 14. Upon information and belief, Sanchez has also received, to date, gross
20 compensation in the amount of at least \$1,184,880 for all 24 episodes of season seven of the
21 Series (\$49,370 times 24 episodes). Based on these amounts and the Management Agreement's
22 terms, Plaintiff is entitled to commissions in the amount of at least \$118,488 for season seven.
23 Plaintiff has received no commissions whatsoever for season seven, leaving a collective amount
24 unpaid for seasons six and seven of \$137,628.

25 15. On or about March 7, 2008, Sanchez discharged Plaintiff as her manager.

26 16. Sanchez has failed to pay Plaintiff the sum of \$137,628 for its earned and
27 unpaid 10% commission, to date, based on the compensation Sanchez received from seasons six
28 and seven of the Series. There is now due and owing the past-due sum of \$137,628 for said

1 commissions owed to Plaintiff by Sanchez. Upon information and belief, Sanchez will, in the
2 future, be receiving additional compensation in connection with future seasons of the Series, and
3 anticipates that Sanchez will fail to pay Plaintiff its earned 10% commission based on said
4 compensation.

5 17. From on or about May 1, 2008 (the date of the last commission payment) through
6 the present, Sanchez has repeatedly materially breached, and continues to materially breach, the
7 Management Agreement by failing and refusing to perform her obligations thereunder, and
8 specifically by not paying Plaintiff the commissions owed to it based on Sanchez's compensation
9 earned from seasons six and seven of the Series. Plaintiff has repeatedly demanded that Sanchez
10 fulfill her obligations under the Management Agreement, but Sanchez has failed and refused to
11 fulfill these contractual obligations, and continues to do so.

12 18. Plaintiff has duly performed all of the conditions, promises and covenants which
13 the Management Agreement requires it to perform, except those obligations Plaintiff was
14 prevented or excused from performing.

15 19. As a proximate result of Sanchez's breach of the Management Agreement,
16 Plaintiff has been damaged, to date, in the amount of \$137,628, representing the amount of
17 past-due commissions owed to Plaintiff by Sanchez for the compensation Sanchez received from
18 seasons six and seven of the Series.

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20 **SECOND CAUSE OF ACTION**

21 **(For Quantum Meruit against all Defendants)**

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

24 21. Sanchez has become indebted to Plaintiff, within the last two years, for work,
25 labor, services and materials rendered at the insistence and request of Sanchez, and for which
26 Sanchez promised to pay Plaintiff the reasonable value thereof. Sanchez knew about, accepted,
27 and enjoyed Plaintiff's services. Specifically, as alleged above, Sanchez's talent agents and/or
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1 attorneys negotiated employment for Sanchez to provide acting services for the Series, during the
2 time that Plaintiff was Sanchez's manager.

3 22. As a result of Plaintiff's efforts as Sanchez's manager, in connection with
4 Sanchez's performance of services relating to the Series, Sanchez agreed to pay Plaintiff
5 commissions for all compensation Sanchez received from services performed on the Series,
6 including all monies, properties or compensation of any kind or character including, but not
7 limited to, guaranteed compensation, earnings, fees, royalties, contingent compensation, bonuses,
8 advances, allowances, merchandising, profit participation or ownership interests obtained as a
9 result of Plaintiff's efforts on Sanchez' behalf.

10 23. Plaintiff has demanded, on numerous occasions since May 1, 2008, that
11 Sanchez pay Plaintiff a sum equal to 10% of all monies paid to Sanchez, to date, for the services
12 rendered on seasons six and seven of the Series. Plaintiff has also demanded payment of 10% of
13 any monies that will be paid to Sanchez in the future for the services rendered in connection with
14 the Series.

15 24. The fair and reasonable value of commissions now past-due and owing by
16 Sanchez to Plaintiff relating to seasons six and seven of the Series is the approximate amount of
17 \$137,628.

18 25. Sanchez has failed to pay said amounts, and there is now due and owing
19 certain past-due commissions to Plaintiff, together with interest on said amount at the legal rate.

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21 **THIRD CAUSE OF ACTION**

22 **(For Declaratory Relief against all Defendants)**

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

25 27. An actual controversy has arisen and now exists between Plaintiff and
26 Sanchez. Plaintiff contends that there is now due and owing the past-due sum of \$137,628 for
27 commissions owed to Plaintiff by Sanchez, based monies earned for services performed for
28 seasons six and seven of the Series.

1 advances, allowances, merchandising, profit participation or ownership interests obtained as a
2 result of Plaintiff's efforts on Sanchez' behalf.

3 42. Plaintiff has demanded, on numerous occasions since June 7, 2007, that
4 Sanchez pay Plaintiff a sum equal to 10% of all monies paid to Sanchez, to date, for the services
5 rendered on Yellow, but Sanchez has paid nothing.

6 43. The fair and reasonable value of commissions now past-due and owing by
7 Sanchez to Plaintiff relating to Yellow is the approximate amount of \$6,500.

8 44. Sanchez has failed to pay said amounts, and there is now due and owing
9 certain past-due commissions to Plaintiff, together with interest on said amount at the legal rate.

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11 **SIXTH CAUSE OF ACTION**

12 **(For Breach of Oral Contract against all Defendants)**

13 45. Plaintiff re-alleges herein by this reference each and every allegation contained in
14 paragraphs 1 through 44, inclusive, of this Complaint as if set forth fully herein.

15 46. In addition to acting services, Sanchez also served as writer and producer on the
16 feature film Yellow. In or around July 2005, Sanchez entered into an oral contract with the
17 Collective, for Golenberg to act as executive producer on Yellow (the "Producer Agreement").
18 Pursuant to the Producer Agreement, Plaintiff agreed to, and did, perform standard executive
19 producer services for Yellow, including without limitation, casting talent, finding and attaching a
20 director to the project, troubleshooting and overseeing production, and ensuring production
21 remains on schedule and within budget.

22 47. In exchange for Plaintiff's services, Sanchez agreed to pay Plaintiff financial
23 remuneration in the amount of \$25,000.

24 48. Sanchez has failed to pay Plaintiff any of the contractually agreed upon \$25,000
25 for the executive producer services performed on Yellow. There is now due and owing the past-
26 due compensation in the amount of \$25,000 which is owed to Plaintiff by Sanchez.

27 49. Since June 7, 2007, Sanchez has materially breached the Production Agreement
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1 by failing and refusing to perform her obligations thereunder, and specifically by not paying
2 Plaintiff the \$25,000 owed to it for executive producer services rendered on Yellow. Plaintiff
3 has repeatedly demanded that Sanchez fulfill her obligations under the Production Agreement,
4 but Sanchez has failed and refused to fulfill these contractual obligations, and continues to do so.

5 50. Plaintiff has duly performed all of the conditions, promises and covenants which
6 the Production Agreement requires it to perform, except those obligations Plaintiff was
7 prevented or excused from performing.

8 51. As a proximate result of Sanchez's breach of the Production Agreement,
9 Plaintiff has been damaged in the amount of \$25,000, representing the amount of past-due sums
10 owed to Plaintiff by Sanchez for executive producer services rendered on Yellow.

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12 **SEVENTH CAUSE OF ACTION**

13 **(For Quantum Meruit against all Defendants)**

14 52. Plaintiff re-alleges herein by this reference each and every allegation contained in
15 paragraphs 1 through 51, inclusive, of this Complaint as if set forth fully herein.

16 53. Sanchez has become indebted to Plaintiff, within the last two years, for work,
17 labor, services and materials rendered at the insistence and request of Sanchez, and for which
18 Sanchez promised to pay Plaintiff the reasonable value thereof. Sanchez knew about, accepted,
19 and enjoyed Plaintiff's services. Specifically, as alleged above, provided acting services for
20 Yellow, during the time that Plaintiff was Sanchez's manager.

21 54. As a result of Plaintiff's efforts as the executive producer on Yellow, Sanchez
22 agreed to compensate Plaintiff \$25,000.

23 55. Plaintiff has demanded, on numerous occasions since June 7, 2007, that
24 Sanchez pay Plaintiff the \$25,000 due and owing to Plaintiff, but Sanchez has refused and failed
25 to pay.

26 56. The fair and reasonable value of services performed by Plaintiff on Yellow is the
27 approximate amount of \$25,000.

28 57. Sanchez has failed to pay said amounts, and there is now due and owing

1 certain past-due compensation to Plaintiff, together with interest on said amount at the legal rate

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3 WHEREFORE, Plaintiff prays for judgment in its favor against Sanchez as follows:

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5 ON THE FIRST CAUSE OF ACTION

- 6 1. For general damages in the amount of \$137,628;
- 7 2. For pre-judgment interest at the maximum rate permitted by law;
- 8 3. For the costs of suit incurred herein; and
- 9 4. For such other and further relief as this Court may deem just and proper.

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11 ON THE SECOND CAUSE OF ACTION

- 12 1. For general damages in the amount of \$137,628.
- 13 2. For pre-judgment interest at the maximum rate permitted by law;
- 14 3. For the costs of suit incurred herein; and
- 15 4. For such other and further relief as this Court may deem just and proper.

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17 ON THE THIRD CAUSE OF ACTION

18 1. For a judicial declaration that there is now due and owing the sum of \$137,628 for

19 past-due commissions to Plaintiff from Sanchez, as well as a determination that Sanchez is

20 required to pay Plaintiff 10% of all compensation received by Sanchez in the future for services

21 rendered on the Series.

- 22 2. For an accounting of all monies Sanchez has received, to date, for services
- 23 rendered on the Series;
- 24 3. For costs of suit incurred herein; and
- 25 4. For such other and further relief as this Court may deem just and proper.

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27 ON THE FOURTH CAUSE OF ACTION

- 28 1. For general damages in the amount of \$6,500;

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2. For pre-judgment interest at the maximum rate permitted by law;
3. For the costs of suit incurred herein; and
4. For such other and further relief as this Court may deem just and proper.

ON THE FIFTH CAUSE OF ACTION

1. For general damages in the amount of \$6,500.
2. For pre-judgment interest at the maximum rate permitted by law;
3. For the costs of suit incurred herein; and
4. For such other and further relief as this Court may deem just and proper.

ON THE SIXTH CAUSE OF ACTION

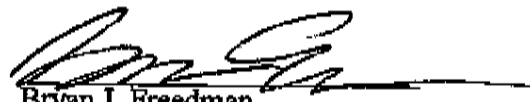
1. For general damages in the amount of \$25,000.
2. For pre-judgment interest at the maximum rate permitted by law;
3. For the costs of suit incurred herein; and
4. For such other and further relief as this Court may deem just and proper.

ON THE SEVENTH CAUSE OF ACTION

1. For general damages in the amount of \$25,000.
2. For pre-judgment interest at the maximum rate permitted by law;
3. For the costs of suit incurred herein; and
4. For such other and further relief as this Court may deem just and proper.

Dated: May 7, 2009

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