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CREATIVE ARTISTS AGENCY, LLC

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF LOS ANGELES

16 CREATIVE ARTISTS AGENCY, LLC;

17 Plaintiff,

18 vs.

19 RANGE MEDIA PARTNERS, LLC, a limited
liability company and DOES 1-50;

20 Defendants.
21
22
23
24
25

CASE NO.: **24SMCV04697**

**PLAINTIFF CREATIVE ARTISTS
AGENCY, LLC'S COMPLAINT
AGAINST DEFENDANT RANGE
MEDIA PARTNERS, LLC**

1. **Violation of California Business and Professions Code Section 17200**
2. **Aiding and Abetting Breach of Fiduciary Duty**
3. **Tortious Interference with Contractual Relations**
4. **Tortious Interference with Prospective Economic Advantage**

DEMAND FOR JURY TRIAL

1 Creative Artists Agency, LLC (“CAA”), by and through its attorneys, demands a jury trial
2 on all causes of action stated herein against Range Media Partners, LLC (“Range”) and DOES 1
3 through 100 (collectively, “Defendants”), and alleges as follows on the basis of its personal
4 knowledge as well as information and belief:

5 INTRODUCTION

6 1. Range is an unlicensed talent agency built on deceit. Seeking a shortcut to
7 success, Range’s initial founder, Peter Micelli (a former CAA literary agent and CAA member),
8 found four highly-paid CAA leaders to act as his accomplices: posing as loyal CAA members,
9 sitting shoulder to shoulder in confidential CAA meetings about clients and business, all while
10 covertly working to benefit Range and themselves, and to harm CAA.

11 2. Micelli, who left CAA in 2018, founded Range in early 2020. Over the course of
12 2020, Micelli and those four CAA members—Jack Whigham, David Bugliari, Michael Cooper,
13 and Mick Sullivan (collectively, the “Accomplices”)—carried out a scheme designed to give
14 Range an unlawful competitive edge. Specifically, Micelli and the Accomplices sought to benefit
15 Range by breaching their obligations to CAA and causing other CAA employees to do the same.

16 3. Range’s founders publicly announced its launch in August 2020. However, in
17 truth, by August 2020, Micelli and the Accomplices (the “Range Founders”) had spent *months*
18 stealing Confidential Information (as defined in this Complaint) from CAA for Range’s benefit.

19 4. The Accomplices, working in concert with Micelli, induced other CAA
20 employees—who the Range Founders *knew* were bound by confidentiality and loyalty obligations
21 to CAA—to assist in stealing CAA’s Confidential Information. The Range Founders understood
22 they were engaging in misconduct and tried to cover their tracks to avoid getting caught: urging
23 more junior CAA employees to download encrypted messaging apps to avoid CAA detecting
24 their communications, and directing CAA employees to export Confidential Information for
25 delivery to certain of the Accomplices’ personal email accounts and cellphones. The
26 Accomplices did all this *while still working as senior CAA leaders and talent agents*.

27 5. What is Range then, and why did the Accomplices betray CAA for Range’s
28 benefit? Put simply, Range’s business model is the pursuit of unlawful profit through deception:

1 Range skirts rules that California legislators and artists' guilds put in place to protect those
2 working in the entertainment industry. The core "trick" of Range is that it *acts* as a talent agency
3 but *labels* itself a management company. Range thereby engages in lucrative transactions
4 foreclosed to law-abiding talent agencies.

5 6. That the Range Founders would cross these lines is not conjecture. A current
6 Range Partner's February 2020 email ("Range February 2020 Planning Email") suggests Range
7 was looking to exploit the "gray area" between talent agents and managers. By not registering as
8 an agency, Range could avoid the rules designed to protect clients. For the Accomplices, they
9 could *claim* to not be competing with CAA and try to continue to receive a share of CAA profits
10 (even though they were working to injure CAA).¹

11 7. In the Range February 2020 Planning Email, this current Range Partner forwarded
12 an article to a colleague that advised readers: "managers have the choice to refrain from
13 procuring employment or to obtain a license [under the TAA]." (Richard Busch, *Walking on the*
14 *California Talent Agency Act's Thin Ice: Personal Managers Beware!*, FORBES, Mar. 25, 2013,
15 available at: [https://www.forbes.com/sites/richardbusch/2013/03/25/walking-on-the-california-](https://www.forbes.com/sites/richardbusch/2013/03/25/walking-on-the-california-talent-agency-acts-thin-ice-personal-managers-beware/#12f5a096609f)
16 [talent-agency-acts-thin-ice-personal-managers-beware/#12f5a096609f](https://www.forbes.com/sites/richardbusch/2013/03/25/walking-on-the-california-talent-agency-acts-thin-ice-personal-managers-beware/#12f5a096609f) (last visited September 25,
17 2024)). The conclusion the current Range Partner drew was not that regulatory compliance was
18 required but, instead, the penalty for cheating appeared tolerable:

19 It looks like there is a "gray area" on how managers are supposed to technically
20 procure material since they don't have a license from the California Labor
21 Commission. . . . However as long as the artist doesn't sue the manager . . . looks
22 like managers are fine?

23 ¹ CAA ultimately foiled this aspect of the Accomplices' plan by cancelling their equity, ensuring
24 they would not continue to receive profit distributions as former CAA members. CAA is
25 currently engaged in arbitration with the Accomplices (*Bugliari, David, et al. vs. Creative Artists*
26 *Agency, LLC, et al.*, JAMS Reference No. 5220002120) ("Arbitration"). There, CAA has
27 asserted counterclaims against the Accomplices. The Accomplices have refused to produce
28 documents including those relating to their conduct while still working at CAA, or as they created
Range and departed CAA, claiming that all such information is in the possession, custody, or
control of Range. Range has also blocked CAA's attorneys from talking to former CAA
employees, who work for Range. Range's counsel holds the view that their conduct would
implicate Range. CAA has filed a petition to compel testimony from Range and Micelli at the
Arbitration hearing (*Creative Artists Agency, LLC, et al. v. Range, LLC, et al.*, Los Angeles
County Superior Court Case No. 24SMCP00411).

1 8. The Range February 2020 Planning Email—transmitted six months before the
2 Accomplices admitted they were acting for Range—shows that, as Range came into the market, it
3 chose to not be restrained by law, talent guilds, or ethical boundaries. During most of 2020 and
4 beyond, Range clearly crossed those lines.

5 9. In addition to acting as unlicensed talent agents, Range and the Accomplices
6 engaged in a series of unlawful acts in violation of California Business and Professions Code
7 Section 17200 (“Section 17200”) and other legal obligations, including:

- 8 • **wrongfully obtaining and using CAA’s confidential client and business**
9 **information:** while still working for CAA in senior management roles, certain of
10 the Accomplices transmitted CAA’s Confidential Information from CAA’s
11 systems to their personal email accounts and devices to benefit Range;
- 12 • **inducing others to violate their contracts with CAA:** some of the Accomplices
13 pressed at least three then-CAA employees (collectively, the “Solicited
14 Employees”)—who in some cases, then pressed others—to secure for Range’s
15 benefit CAA’s Confidential Information (including lists of CAA client meetings,
16 CAA client activity reports, CAA client offer letters, scripts that were provided to
17 CAA for its clients to read, grids,² and other highly confidential information
18 relating to CAA’s clients, including non-public information relating to their
19 representatives, publicists, and assistants);
- 20 • **rewarding the Solicited Employees who violated their CAA contracts by**
21 **providing CAA’s Confidential Information to Range,** by hiring and quickly
22 promoting two of the Solicited Employees from assistants to managers after they
23 joined Range;
- 24 • **actively soliciting CAA clients to leave CAA,** while the Accomplices were still
25 working for CAA and owed CAA a duty of loyalty;

26 _____
27 ² A grid is a tracking list which would typically include the following information: all client
28 meetings (with producers, directors, etc.); project submissions; projects CAA was aware of that
could potentially be right for a specific client; scripts sent to a client; and offers accepted or
denied by a client.

- 1 • **actively soliciting other CAA agents to leave CAA**, while the Accomplices were
2 still working for CAA;
- 3 • **actively soliciting CAA clients, using Confidential Information wrongfully**
4 **taken from CAA**, to cut ties with CAA in order to have Range procure work for
5 them (without an agent) in violation of the California Talent Agency Act (“TAA”);
6 and
- 7 • **engaged in other deceptive and wrongful acts to benefit Range:** including,
8 without securing consent, using CAA client images in Range’s marketing
9 materials (falsely suggesting this talent was associated with Range).

10 10. This Complaint seeks to hold Range and others who aided it responsible for their
11 unlawful conduct, and to stop Range from further exploiting the fruits of that illegal scheme—
12 CAA’s Confidential Information—for the benefit of Range.

13 11. Specifically, CAA seeks an injunction directing Range to return CAA’s
14 Confidential Information; and to prohibit Range from: (1) using or disclosing CAA’s
15 Confidential Information; (2) unlawfully soliciting investors, clients, or customers of CAA using
16 Confidential Information; (3) unlawfully soliciting CAA’s employees for Confidential
17 Information; and (4) unlawfully violating the TAA and representing Writers Guild of America
18 (“WGA”) members without the authorization of the WGA. This action also seeks damages which
19 have resulted or will result from the actions of Range and DOES 1-100.

20 **PARTIES**

21 12. Plaintiff Creative Artists Agency, LLC is a Delaware limited liability company,
22 with its principal place of business in Los Angeles, California.

23 13. Defendant Range is a limited liability company organized and existing under the
24 laws of the State of Delaware with its principal place of business in Los Angeles, California.

25 14. DOES 1 through 100, inclusive, and each of them, are named herein under said
26 fictitious names. CAA is unaware as to the true names of each, whether individual, corporate,
27 associate, or otherwise, and therefore names said Defendants by such fictitious names. When the
28 true names and capacities are ascertained, CAA will request leave to amend this Complaint to

1 state their true names and capacities herein.

2 15. Each Defendant was responsible in some manner or capacity for the occurrences
3 herein alleged, and CAA's damages, as herein alleged, were proximately caused by all said
4 Defendants.

5 16. Each and every Defendant was an employee and/or agent of each other and/or was
6 under their complete control and/or active supervision. Defendants are each individuals,
7 corporations, partnerships, and/or other entities that engaged in, joined in, and conspired with
8 other Defendants and wrongdoers in carrying out the tortious and unlawful activities described in
9 this Complaint.

10 17. Defendants were the agents, representatives, and/or employees of each and every
11 other Defendant. In doing the things herein alleged, Defendants and each of them were operating
12 within the course and scope of said alternative personality, capacity, identity, agency,
13 representation, and/or employment and were within the scope of their authority, whether actual or
14 apparent.

15 18. Defendants were the trustees, partners, agents, joint venturers, shareholders,
16 contractors, and/or employees of each and every other Defendant, and the acts and omissions
17 herein alleged were done by them, acting individually, through such capacity and within the
18 scope of their authority, and with the permission and consent of each and every other Defendant
19 and that said conduct was thereafter ratified by each and every other Defendant, and that each of
20 them is jointly and severally liable to CAA.

21 **JURISDICTION, VENUE, AND TOLLING**

22 19. This Court has jurisdiction of the subject matter of CAA's claims. Jurisdiction is
23 proper in this Court because the damages and claims alleged and demanded herein by CAA
24 exceed \$25,000, in excess of the jurisdictional limit of this Court.

25 20. Range is subject to personal jurisdiction in this Court because it is a limited
26 liability company with its principal place of business in Los Angeles, California and members,
27 including its CEO, Micelli, who reside in Los Angeles, California. *See Voltage Pictures, LLC v.*
28 *Gussi S.A. de C.V.*, 92 F.4th 815, 822 (9th Cir. 2024), *pet. for cert. docketed* (June 3, 2024) ("A

1 limited liability company is a citizen of every state of which its owners/members are citizens, not
2 the state in which it was formed or does business.”) (citation omitted).

3 21. Further, this action claims injury within California, because Range improperly
4 solicited CAA employees to steal Confidential Information in California, including at CAA’s Los
5 Angeles, California office, and to engage in various other misconduct in Los Angeles and
6 elsewhere in California.

7 22. The statute of limitations for the claims asserted herein was tolled from at least
8 April 6, 2020 to October 1, 2020 as a result of Executive Order No. 38-20 and Judicial Council
9 Emergency Order 9, as modified.

10 **FACTUAL BACKGROUND**

11 **I. CAA’S BUSINESS: SERVING CLIENTS ABOVE ALL**

12 23. Since 1975³, CAA has continued to deliver on its promise—clients above all. At
13 CAA, every client is represented by the whole of the agency in connection with the marketing of
14 their services and properties, and with the development of their careers. As a result, it is one of
15 the world’s leading talent agencies.

16 24. CAA is licensed as a talent agency by the State of California. And as talent
17 agents, CAA agents act as fiduciaries for their clients. CAA has spent years developing and
18 maintaining its client relationships and learning its clients’ specific needs and preferences.
19 Inherent in each of these client-agent relationships is the probability of future and continued
20 economic benefit to CAA as a result of its clients’ successes. As a result of CAA’s significant
21 investment in its client relationships, its successful representations tend to be long lasting, and
22 turnover is relatively low.

23 25. Clients entrust their CAA agents with sensitive information: their desired career
24 path, preferred collaborators, negotiation preference, understanding of abilities (strengths and
25 weakness), risk tolerance, financial information, personal details relevant to their career
26 aspirations, and sometimes, even medical information (collectively, “client confidential
27 information”). This client confidential information is immeasurably valuable to competitors who

28 ³ CAA, Inc. was originally founded in 1975. CAA, its subsequent iteration, was founded in 1995.

1 could use it to understand the particular nuanced needs, motivations, and negotiating tactics of
2 CAA's clients. Thus, not only are CAA agents required to provide representation; they also must
3 safeguard and protect client confidential information, both as fiduciaries looking to protect their
4 clients' interests and as employees of CAA looking to maintain valuable non-public business
5 information.

6 26. CAA has invested resources, time, and effort in developing extensive information
7 about its clients and its business, including information concerning: key entertainment industry
8 relationships, relevant development, production, investment, sponsorship, branding and other
9 valuable marketing opportunities, data analytics tools (developed using CAA confidential
10 business information), business plans, talent planning and other business information that
11 provides CAA with a competitive advantage and value (collectively, "Confidential Information").
12 CAA's Confidential Information, which includes its client confidential information, was and is
13 accumulated through enormous effort and expense. CAA's Confidential Information is valuable
14 to competitors who could use it to understand and analyze CAA's business focus, investments,
15 opportunities, developed tools, as well as the opportunities, needs, or negotiation positions related
16 to CAA clients.

17 27. Confidential Information is subject to stringent security measures to preserve the
18 secrecy of such information. This is particularly important in light of the considerable investment
19 CAA has made in developing and curating its competitively valuable Confidential Information.
20 For example, CAA has and, at all times relevant to this matter, had written policies and
21 procedures governing its information technology and the security of CAA information. CAA also
22 restricts access to Confidential Information and stores its Confidential Information electronically
23 in a secure network system.

24 28. All CAA computers are protected from unauthorized access with individual
25 usernames and passwords, and CAA utilizes dual factor authentication for logins from new
26 devices. All CAA electronic applications require user authentication and have a session timeout
27 mechanism in place. CAA's policies and procedures relate to computer controls, data access, IT
28 disaster recovery, network security, user setup procedures, password administration and

1 management, data backup and recovery, security audits, security breach investigations, email best
2 practices, and mobile device security. These mechanisms were designed to protect CAA’s clients
3 and its business.

4 29. CAA leaders, including the Accomplices, and CAA employees are bound by strict
5 Confidentiality Agreements and their obligations as fiduciaries to protect CAA’s Confidential
6 Information. As further detailed herein, the Accomplices, in concert with Micelli, breached those
7 agreements and obligations when, as detailed below, they stole CAA’s Confidential Information
8 for the benefit of Range, in furtherance of the Range Founders’ scheme to operate Range as an
9 unlicensed talent agency.

10 **II. RANGE WAS FOUNDED AS A “MANAGEMENT COMPANY” TO EVADE**
11 **ANTI-EXPLOITATION LAWS**

12 **A. The TAA Protects Talent**

13 30. Talent is protected in California by an extensive network of rules governing “talent
14 agencies.” The net result of these protections is that agents must serve the best interests of their
15 clients, or face grave professional and financial consequences. Range organized a scheme to
16 improperly evade this regulatory framework, while stealing from and damaging CAA.

17 31. *First*, talent agents owe fiduciary duties to their clients, binding agents to strictly
18 act for their client’s benefit. *See* Restatement (Third) of Agency § 1.01; *see also* *Huong Que, Inc.*
19 *v. Luu*, 150 Cal. App. 4th 400, 411 (2007) (“[T]he agent assumes ‘a fiduciary duty to act loyally
20 for the principal’s benefit in all matters connected with the agency relationship.’”) (citation
21 omitted). If a talent agent fails to abide by their fiduciary duties, clients can sue them for breach
22 and recover damages. *See* *Marathon Ent., Inc. v. Blasi*, 42 Cal. 4th 974, 994 (2008).

23 32. *Second*, talent agents are subject to the TAA. Cal. Lab. Code § 1700, *et seq.* The
24 TAA imposes strict duties and limitations on talent agents, to ensure they are serving the interests
25 of their clients. The main focus of the TAA is to avoid artists being exploited by their
26 management.

27 33. The trigger for application of the TAA is when a party works to “procure
28 employment” for artists. Specifically, under the TAA, “[t]alent agency’ means a person or

1 corporation who engages in the occupation of procuring, offering, promising, or attempting to
2 procure employment or engagements for an artist or artists” Cal. Lab. Code § 1700.4(a).

3 34. “Procuring employment” is broadly construed under the TAA and binding case
4 law.

5 35. Procuring employment includes negotiating and discussing employment contract
6 terms with a prospective employer. *Webster v. LCAR Mgmt. LLC*, Case No. TAC 48374,
7 Determination of Controversy, at p. 10 (Labor Commissioner, Mar. 30, 2020).

8 36. It also includes “any active participation in a communication with a potential
9 purchaser of the artist’s services aimed at obtaining employment for the artist, regardless of who
10 initiated the communication or who finalized the deal.” *Podwall v. Robinson*, Case No. TAC
11 45605, Determination of Controversy, at p. 10 (Labor Commissioner, June 22, 2018) (citations
12 omitted).

13 37. A *single* instance of procuring employment requires compliance with the TAA’s
14 licensing requirements. *Waisbren v. Peppercorn Prods., Inc.*, 41 Cal. App. 4th 246, 259 (1995);
15 *Marathon*, 42 Cal. 4th at 985 (citing *Waisbren*, 41 Cal. App. 4th at 252 and Cal. Lab. Code
16 §§ 1700.4, 1700.5). And, of course, the TAA is triggered by the party’s *conduct*—procuring
17 employment for an artist—whatever label or title the party chooses to adopt. *Marathon*, 42 Cal.
18 4th at 986.

19 38. This definition—“procures employment”—is critical to understanding Range’s
20 scheme: Range, of course, worked to procure employment for its clients, while pretending to,
21 somehow, stay outside the bounds of the TAA. Range has called itself a “manager.” But that’s
22 an intentional misnomer.

23 39. A personal manager is not subject to the TAA or *any* other regulations. And that
24 makes good sense: unlike a talent agent, managers are supposed to deal with tasks that do not
25 carry similar risks of financial exploitation—the target of the TAA.

26 40. While the TAA permits managers to *assist* in procuring work, they may only do so
27 “in conjunction with” and “at the request of” a licensed agent. *Blackstock v. Starstruck Mgmt.*
28 *Grp., LLC*, Case No. TAC 52781, at p. 17, Determination of Controversy (Labor Commissioner,

1 Nov. 21, 2023) (citing *Podwall*, Case No. TAC 45605, at pp. 10-11). Put differently, managers
2 are *completely prohibited* from playing any role in procuring employment for an artist unless
3 assisting a licensed agent. *Shirley v. Artists Management West*, Case No. TAC 08-01, at p. 7,
4 Determination of Controversy (Labor Commissioner, Jan. 10, 2002).

5 41. This is the core of Range’s misconduct: as explained in further detail below,
6 Range violates the rules prohibiting unlicensed managers from acting as agents, and they have
7 used CAA’s Confidential Information in furtherance of that ongoing misconduct, to the detriment
8 of CAA.

9 **B. Collectively Bargained Limits On Talent Agencies Created An “Opportunity”**
10 **For Range To Exploit As An Unlicensed Talent Agency**

11 42. Beyond the TAA, talent agencies are “regulated” through a series of collectively
12 bargained agreements with the talent guilds, such as the WGA. Guild agreements establish the
13 basic terms under which talent agencies may represent guild members. These guild agreements—
14 including prohibitions on, for example, talent agencies co-owning production companies or
15 engaging in production with their clients—impose additional limitations on the types of work that
16 talent agencies can perform, and the revenue models available to talent agencies. Management
17 companies—*legitimate* management companies—face none of these restrictions.

18 43. The net result is that certain forms of lucrative transactions, like taking producer
19 fees and credits on client’s projects, or assuming ownership interests in production companies
20 working on clients’ projects, could *not* be done by talent agencies.

21 44. Range’s business model is premised, in large part, on unfairly exploiting these
22 limitations. Range dangled a deceptive “win-win” offering to attempt to lure CAA agents and
23 clients: Range would perform all the tasks of a talent agency, while also promising to handle the
24 sort of lucrative transactions that CAA—and all other licensed agencies—were prohibited from
25 performing.

26 45. For example, by falsely posing as a management company, Range could offer
27 high-profile clients the ability to avoid paying Range a commission by instead permitting Range
28 to take a producer fee or credit on a client’s project. Because no law-abiding talent agency could

1 take such a fee or credit, Range was able to evade the rules to gain an unfair advantage over
2 others in the market.

3 **C. Range Founders Adopt The Label Of A “Management” Company To Secure**
4 **An Unlawful Competitive Advantage**

5 46. To be clear, the Range Founders have *always* known that calling Range a
6 “management company” instead of a talent agency was a deception.

7 47. In June 2020, Robert Whittel (“Whittel”), Range’s current COO—and a long-time
8 friend of one of the Accomplices, Whigham—filed paperwork in Delaware officially
9 incorporating Range. Its office address was listed as Micelli’s home in Los Angeles.

10 48. From its inception, Range was designed to perform the work of a traditional talent
11 agency, without bearing that label. In one of its earliest fundraising decks, Range—referring to
12 itself in the deck by its prior name, “Moxie”—promoted itself as the “revolutionary” successor to
13 two premier *talent agencies*, CAA and Endeavor. The marketing deck (“Moxie Deck”) did not
14 mention a single management company, because no management company can, or would, attempt
15 to perform the tasks envisioned by Range in the Moxie Deck.

16 49. The Moxie Deck touted Range’s plans to “recruit high end representatives away
17 from their current incumbent,” and to “rethink the system of representation,” with “production
18 services as a cash cow.” In its early days, Range was saying the quiet part out loud: Range was
19 planning to act as a talent agency. Period.

20 50. Similarly damning, in February 2020, an early employee of Range, who is
21 currently a Range partner (the “Range Partner”), sent the February 2020 Planning Email outlining
22 the seeds of Range’s plan to break the law.

23 51. The Range Partner wrote that: “It looks like there is a ‘gray area’ on how
24 managers are supposed to technically procure material since they don’t have a license from the
25 California Labor Commission.”

26 52. And, of course, “technically” is precisely how the TAA must be interpreted
27 because it is a technical statute, designed to avoid unethical and exploitative practices by talent
28 agencies. But the Range Partner bypassed those “technical” requirements without hesitation,

1 suggesting that managers acting as talent agents would be fine so long as they could avoid public
2 lawsuits. He wrote: “as long as the artist doesn’t sue the manager . . . looks like managers are
3 fine?”

4 53. And that is the core of how Range was formed: an inescapable conclusion—
5 managers must be licensed as agents or “refrain from procuring” employment for artists—with an
6 indefensible business model—one that survives only if the artist “doesn’t sue.”

7 **III. RANGE STOLE CONFIDENTIAL CAA CLIENT AND BUSINESS**
8 **INFORMATION**

9 54. Shortly after its creation in early 2020, Range looked for additional shortcuts to
10 obtain unlawful advantages in the talent agency market. Range and Micelli would need others
11 who would agree to violate their legal duties (those of loyalty and confidentiality in particular)
12 and to try to persuade others to do so.

13 55. In mid-2020, Range, with Micelli at the helm, obtained private funding from Steve
14 Cohen, the billionaire owner of the New York Mets.⁴ With millions in funding and pressure to
15 show quick results, Micelli turned to his scheme to identify CAA members—including the
16 Accomplices—willing to join him and to take some of CAA’s Confidential Information on their
17 way out of the building.

18 56. The Accomplices also planned to *personally* benefit from the charade that Range
19 was a management company. But for CAA cancelling their equity, after they left CAA, the
20 Accomplices would have received money from both CAA and Range.

21 57. Under their membership agreements with CAA, former members would typically
22 be eligible to receive monies from time to time after leaving the agency so long as they did not act
23 to harm CAA. The Accomplices and Micelli clearly organized their scheme to enable all of them
24 to continue to hold CAA equity after joining Range in August 2020, all under the guise of
25 working with Range as a mere “management company.” But for CAA cancelling the
26 Accomplices’ equity, the foundational lie of Range—that it is not acting as a talent agency—

27 ⁴ In August 2020, Jones Day (a law firm) issued a press release touting that, in the months prior,
28 it assisted Range with its “angel funding” round. [Range Media Partners raises initial capital for company | Experience | Jones Day \(last visited September 26, 2024\).](#)

1 would have been used to enrich its members, to the detriment of CAA.

2 **A. Range Knew The Accomplices Were Bound By Strict Confidentiality**
3 **Agreements With CAA**

4 58. Range, through Micelli, was aware that the Accomplices had strict contractual
5 confidentiality obligations. Micelli himself was once bound by those same obligations.

6 59. Micelli touts through his LinkedIn profile, that from 1995 to 2018, he was a CAA
7 literary agent. Toward the end of his CAA career, Micelli was a co-head of CAA's Television
8 Department. By the end of his tenure at CAA, he was a CAA member.

9 60. Just like Micelli, while serving CAA, the Accomplices occupied special positions
10 of trust and confidence, with in-depth knowledge of and access to the heart of CAA's business.
11 This knowledge included confidential and sensitive information concerning CAA's clients,
12 unique business strategies, booking data, business and legal negotiations with and for clients,
13 client revenues, client lists, and the preferences, needs, interests, and upcoming projects of CAA's
14 clients.

15 61. Because of their senior status in the company and their role in overseeing,
16 assigning, and transferring agents across CAA's clients, they also had access and knowledge
17 about which CAA agents had strong relationships with which CAA clients, as well as personnel
18 performance. There is no identifiable source or collection of sources from which a competitor
19 could gather this information on its own for each client.

20 62. Because of their access to such highly confidential and proprietary information,
21 the Accomplices signed several agreements designed to protect CAA clients, CAA, and CAA's
22 Confidential Information. Micelli also signed such agreements.

23 63. For example, the Range Founders agreed to maintain CAA's "Confidential
24 Information," as it was defined under the agreements each signed upon becoming a CAA
25 member. One such agreement states that Confidential Information includes information that is
26 not known by unrelated parties outside the Company regarding "the Company's client lists and
27 profiles, buyer and client preferences and interests, [and] the Company's film, television, music
28 and new media information."

1 64. Through these agreements, the Range Founders also acknowledged the value and
2 need for CAA to share among CAA members its sensitive and confidential CAA client and
3 company information. They agreed: “[d]isclosure of Confidential Information to the [CAA]
4 Members allows the Company to enhance its collaborative culture to better serve its clients, to
5 train new agents, to transfer clients among agents, to further the Company’s reputation in the
6 community and, as a result of these benefits, to increase the amount of the Company’s revenues
7 and the Members’ compensation.” These objectives “can be achieved only if the Members have
8 complete confidence that no Member will use or disclose any Confidential Information, either
9 during his or her membership with the Company or at any time thereafter, for his or her personal
10 benefit rather than for the collective benefit of the Company and the Members.”

11 65. In short, Range, Micelli, and the Accomplices were fully aware the Accomplices
12 had these confidentiality obligations. Thus, when soliciting CAA’s Confidential Information,
13 Range, Micelli, and the Accomplices knew of the Accomplices’ confidentiality obligations and
14 chose to ignore the existence of such restrictions.

15 **B. Range And Others Induced CAA Employees To Violate Their Obligations To**
16 **Keep CAA Client And Company Information Confidential**

17 66. Range’s stated goal in the Moxie Deck was direct—Range sought to “transition”
18 CAA’s business and clients to their new venture. Range’s stated focus was to take the “top 1%”
19 of celebrities in the entertainment and sports spaces.

20 67. Because the Accomplices hid from their CAA colleagues and CAA clients that
21 they were serving only themselves and Range, they had improper access to CAA Confidential
22 Information during much of 2020—from the time of their decision to join Micelli in early 2020 to
23 the Accomplices’ “surprise” departure from CAA in August 2020 (the “Covert Period”). The
24 Accomplices, in concert with Micelli, abused that access to harm CAA and to benefit themselves
25 and Range.

26 68. For example, during the Covert Period, the Accomplices participated in CAA’s
27 high-profile strategy meetings, learned of potential new clients (and Confidential Information as
28 to why those clients might be in play), and learned of their colleagues’ efforts in the market. All

1 the while, they had their separate, competing business—preparing to publicly launch Range and
2 begin their unlawful efforts to establish themselves as an unlicensed talent agency.

3 69. Also during the Covert Period, certain of the Accomplices began sending large
4 amounts of Confidential Information intended for CAA and its clients to their *personal* email
5 accounts and cell phones. Sending these materials to personal accounts and devices ensured that
6 it would be available to the Range Founders even after the Accomplices left CAA and lost access
7 to CAA’s systems.

8 70. During the Covert Period, certain of the Accomplices also secretly encouraged
9 their CAA assistants, including the Solicited Employees, to take CAA’s Confidential Information
10 in violation of their contractual obligations, and to store that information in a way that the
11 assistants could access even after leaving CAA for Range. CAA has identified, through written
12 communications and conversations with CAA employees, examples of certain of the
13 Accomplices coaching, encouraging, or directing CAA employees to send Confidential
14 Information to the Solicited Employees’ or one of the Accomplices’ personal email accounts or
15 personal cellphones.

16 71. These actions were often done specifically to preserve the Confidential
17 Information for use at Range. And the types of Confidential Information sent to non-CAA email
18 accounts and cellphones included scripts, notes of meetings with high-profile CAA clients, “grid”
19 documents outlining multiple clients’ ongoing and future projects, and business plans for
20 particular clients’ marketing and branding strategies.

21 72. On August 23, 2020, the Range Founders issued a press release regarding the
22 “official” launch of Range.⁵ Starting that same day, Micelli and the Accomplices, scrambled to
23 take even more Confidential Information before officially departing CAA. During the short
24 period that the Accomplices still had access to CAA servers on and after August 23, 2020, they
25 continued to steal CAA’s Confidential Information for the benefit of Range. The Accomplices
26 and Micelli also encouraged other CAA employees, including the Solicited Employees, who they

27 ⁵ Elaine Low, *Peter Micelli to Launch New Management and Production Company With Ex-CAA,*
28 *WME, UTA Agents*, VARIETY, Aug. 23, 2020, available at: <https://variety.com/2020/tv/news/caa-bugliari-cooper-whigham-sullivan-exit-micelli-1234746022/> (last visited September 25, 2024).

1 knew were prohibited from sharing CAA information with third parties, to do the same.

2 73. Specifically, on August 23, 2020, Micelli instructed certain of the Solicited
3 Employees to download Telegram (a secure messaging application with end-to-end encryption)
4 so that they, Micelli, and the Accomplices could covertly communicate about their scheme
5 without being detected by CAA.

6 74. Also on August 23 and continuing on August 24, 2020, the Accomplices, Micelli,
7 and the Solicited Employees worked furiously to take CAA Confidential Information for the
8 unfair benefit of Range’s “new” business. To take just a handful of representative examples from
9 those two days:

- 10 • One of the Accomplices forwarded from CAA servers to his personal email
11 account a list of over 30 meetings scheduled for a motion picture client, over 50
12 scripts of potential television and film projects sent to the client, and over 50
13 projects that CAA was tracking for that same client.
- 14 • One of the Accomplices pressured an assistant (“Employee-1”) to provide him
15 with a highly confidential list of every meeting a high-profile CAA client “has
16 ever taken,” causing Employee-1 to send the Accomplice a list of the client’s past
17 meetings, future meetings the client was trying to set, over 80 scripts that had been
18 sent to the client, and over 100 projects that CAA was tracking for the client. The
19 Accomplice forwarded the email to his personal email account.
- 20 • One of the Accomplices pressured Employee-1 to send a similar list for a second
21 high-profile CAA client, causing Employee-1 to send the Accomplice a list of over
22 40 client meetings, over 100 scripts sent to the client, and over 200 projects CAA
23 was tracking specifically for the client. The Accomplice forwarded the
24 information to his personal email account. Shortly thereafter, the client to whom
25 this information related left CAA to be a founding Range client.

26 75. On August 27, 2020, four days after disclosing they were going to Range, the
27 Accomplices officially “left” CAA. The Accomplices did not return or advise CAA that they still
28 had in their possession the wrongfully taken Confidential Information. The Solicited Employees
joined the Accomplices at Range, and were quickly promoted to manager positions at Range,
reflecting an improper *quid pro quo* arrangement arising from their misconduct at CAA.

1 **C. Range Induced Junior CAA Employees To Breach Their Confidentiality**
2 **Obligations To CAA And CAA Clients**

3 76. Even after the Accomplices departed CAA in August 2020, they continued their
4 scheme to attempt to improperly take CAA Confidential Information and wrongfully use it to
5 benefit Range.

6 77. Throughout this period, Range knew that CAA employees with access to
7 Confidential Information were obligated to safeguard CAA's Confidential Information, both
8 through written agreements and policies received, acknowledged, and agreed to by such
9 employees. These agreements and policies through which employees affirmed their
10 confidentiality obligations included CAA's Confidentiality Agreement and CAA's Company
11 Handbook.

12 78. The CAA employees relevant here (the Solicited Employees and Employee-1),
13 were privy to a host of Confidential Information belonging to CAA and relating to CAA's clients
14 and its business (that they would later secrete out of CAA for Range), including: client lists, lists
15 of CAA client meetings, CAA client activity reports, CAA client offer letters, scripts that were
16 provided to CAA for its clients to read, CAA pitch decks, grids, and other highly Confidential
17 Information relating to CAA's clients, including non-public information relating to their
18 representatives, publicists, and assistants.

19 79. The Solicited Employees and Employee-1 each agreed they would hold CAA's
20 Confidential Information in the strictest confidence and not use it, other than for the benefit of
21 CAA—both during and after their employment with CAA. They were also required to return all
22 CAA Confidential Information upon termination of employment.

23 80. Evidencing that they were continuing to act as (now unlicensed) agents, the
24 Accomplices demanded, and found ways to secure, CAA Confidential Information from afar.
25 With no direct access to CAA's servers, at least some of the Accomplices, acting on behalf of
26 Range, pressed then-CAA employees to violate their contractual and other duties to CAA and
27 send Range CAA client information.
28

1 81. As CAA has recently learned, Range secured Confidential Information from CAA
2 through Employee-1, who remained with CAA and has shared information voluntarily with
3 CAA's counsel.

4 82. After August 27, 2020, Employee-1 received *repeated* demands from at least one
5 of the Accomplices to steal CAA Confidential Information and deliver it to Range. These
6 demands were made via texts and encrypted messaging applications on Employee-1's personal
7 electronic device, to avoid CAA detection. And Employee-1's breach of their obligations to
8 CAA were incentivized by offers of future employment at Range.

9 83. To take just a handful of examples of CAA Confidential Information being
10 wrongfully taken from CAA after the Accomplices' departure:

- 11 • On August 31, 2020, one of the Accomplices successfully persuaded Employee-1
12 to forward to the Accomplice's personal email account an internal CAA email
13 detailing the procurement of a project for a high-profile artist.
- 14 • On September 1, 2020, one of the Accomplices caused Employee-1 to obtain an
15 internal CAA copy of a video-recorded audition prepared by a high-profile CAA
16 client, and to deliver it to Range. The recording was first sent to another CAA
17 employee's personal email account, and then forwarded on to the Accomplice for
18 use at Range.
- 19 • On September 1, 2020, one of the Accomplices caused Employee-1 to forward to
20 the Accomplice, via text to the Accomplice's personal cellphone, an internal CAA
21 email describing an offer made to a CAA client for a potential project.
- 22 • On September 4, 2020, one of the Accomplices caused Employee-1 to obtain for
23 the Accomplice an internal CAA email containing a list of scripts offered to
24 specific CAA clients. Again, the CAA email was forwarded to another CAA
25 employee's personal email account, and then forwarded to the Accomplice for use
26 at Range.

27 84. Prior to, during, and after the Accomplices publicly announced their involvement
28 in Range, there was no legitimate business need for the Micelli or the Accomplices to obtain
CAA's Confidential Information or to cause such information to be sent outside of CAA's
network. The Accomplices, working in concert with Micelli, only did so to enable themselves,
the Solicited Employees, and Range to attempt to lure clients away from CAA, and using CAA's

1 Confidential Information to do so.

2 **IV. RANGE USED STOLEN CAA CONFIDENTIAL INFORMATION TO GAIN AN**
3 **UNFAIR COMPETITIVE ADVANTAGE AS AN UNLICENSED TALENT**
4 **AGENCY**

5 **A. The Accomplices Violated Their Obligations To CAA And Solicited CAA**
6 **Clients To Depart CAA To Benefit Range**

7 85. Range exploited the CAA Confidential Information stolen over the course of 2020.
8 Through the combined efforts of Micelli, the Accomplices, and the CAA employees they
9 pressured to steal information, Range effectively knew the precise details of certain client's
10 employment history, their affinity for certain roles and work with other talent, their needs,
11 experiences, preferences, and interests—all developed at CAA's expense and through CAA's
12 efforts. Range has leveraged CAA's Confidential Information to its advantage, unfairly harming
13 CAA and damaging CAA's relationships with certain of its clients.

14 86. Indeed, just days after the Accomplices departed, CAA learned that several high-
15 profile clients previously served by the Accomplices were leaving CAA without signing with any
16 other talent agency. At the time of these departures, media reports indicated that these same
17 clients were leaving CAA for Range.

18 87. These announcements, mere days after the Accomplices' departure from CAA,
19 reflect that the Accomplices solicited CAA's clients to join Range while the Accomplices still
20 worked for CAA. The Range Founders told at least some of these CAA clients that they did not
21 "need" a talent agent to procure work for them, because Range could do it all.

22 88. These events make plain that the Accomplices spent months as wolves in sheep's
23 clothing at CAA: posing as senior CAA members, while working to steal Confidential
24 Information and generate momentum for their forthcoming departure to Range. Their plan
25 worked relatively well; the Range Founders managed to create a "buzz" about their unlicensed
26 talent agency by announcing their stable of talent nearly simultaneously with Range's public
27 launch. But that of course reflects the sad truth underlying Range: it was built on an unlawful
28 scheme to steal from CAA, and continues to this day to rest on a deceptive foundation as an
unlicensed talent agency.

1 89. Range also has taken and commissioned projects that started with CAA—for
2 which CAA should have been paid a commission—resulting in damages to CAA. For example,
3 CAA was responsible for negotiating a high-profile client’s deals for a major motion picture and
4 the corresponding sequels. After that CAA client left CAA and joined Range, it appears Range
5 continued CAA’s earlier work—using wrongfully acquired information—and claimed a
6 commission for the latest sequel. These are not the actions of a management firm but a talent
7 agency operating outside the bounds of the laws.

8 **B. The Accomplices Violated Their Obligations To CAA By Soliciting CAA**
9 **Agents To Depart CAA For Range**

10 90. The Accomplices, through their leadership positions, were well positioned to know
11 the efforts of an array of CAA talent agents. Their access to confidential CAA client and
12 business information gave them keen insight that into which CAA agents had significant
13 relationships with the clients Range hoped to lure away from CAA. There is no identifiable
14 source or collection of sources from which a competitor could gather this information about CAA
15 agents.

16 91. Before and since their departure from CAA, the Accomplices have exploited their
17 positions, and used Confidential Information related to CAA’s business and its agents to attempt
18 to “cherry pick” away certain CAA agents that would most benefit Range’s intended business.

19 **C. Range Continues To Operate As An Unlicensed Talent Agency To Garner An**
20 **Unfair Competitive Advantage**

21 92. As of the date of this filing, Range is not registered as a talent agency with the
22 California Department of Labor.

23 93. The decision for CAA clients to leave CAA as their talent agent for a
24 “management company”—with no agent—is telling. Range—and not their clients—is violating
25 the law every time it procures work for an artist.

26 94. And Range continues to say the quiet part out loud about its crooked business
27 model. In January 2021, in connection with a dispute between Johnny Depp and Amber Heard,
28

1 one of the Accomplices (Whigham) confirmed under oath that the work he did for Depp at Range
2 was *exactly* the same work he did for Depp at CAA:

3 Q. And what is your occupation?

4 A. Currently, I am a manager representative.

5 Q. And what does that mean?

6 A. It is a – it is a representative of different kinds of artists – actors, writers,
7 directors.

8 Q. And tell me what you – in layperson’s terms, what do you do on a daily basis
9 as a manager representative?

10 A. ***I represent the interests of artists in pursuit of predominately artistic
11 endeavors. Film and television.***

12 Q. . . . And – and what role did you have in representing Mr. Depp in 2016 when
13 you began with him?

14 A. . . . I was one of Johnny’s agents [at CAA].

15 Q. . . . And what was your role at that time in representing Mr. Depp? And by
16 this I mean what were you doing for him, effectively?

17 A. ***Predominately helping him with movie and television pursuits.***

18 See January 20, 2021 Deposition of Jack Whigham, *Depp v. Heard*, No. CL-2019-0002911,
19 at 9:6-17; 12:1-3; 12:19-20; 13:2-6 (emphasis added).

20 95. To this day, the Accomplices and Range are continuing to procure work for talent
21 without a license in violation of the TAA, their fiduciary obligations, and WGA agreements.

22 96. For example, just within the last two months, a Range “manager” described her
23 work in writing as serving a particular client as their “agent & day-to-day,” noting that the client
24 was “exclusively represented in all areas at Range.” Reflecting the audacity of the Range
25 Founders’ scheme, it has become an “open secret” in Hollywood that Range is acting as an
26 unlicensed talent agency, as reported by *Vanity Fair*: “I don’t think that there’s any management
27 company that thinks Range is anything other than an agency masquerading as a management
28 company to get around the rules, says one longtime manager.”⁶

29 **D. Range’s Deceptive Description Of Its Business (As A “Management
30 Company”) Allows It To Unlawfully Compete**

31 97. Again, at the time Range was launched, the WGA sought to prohibit (or, at a
32 minimum, severely restrict) CAA and other legitimate, franchised agencies from acting as
33 packaging agents or engaging in production. WGA’s concerns were ultimately addressed through

34 ⁶ [Doesn’t Anybody Want to Be an Agent Anymore? | Vanity Fair](#) (last visited September 19,
35 2024).

1 signatory talent agencies agreeing to limit their business.

2 98. Range’s deceptive business model has, in the minds of the Range Founders,
3 permitted it to operate outside of the guild agreements (and all other regulations). Thus, Range is
4 able to unfairly offer deal structures that talent agencies cannot.

5 99. Range has strong financial incentives to seek this unwarranted advantage.
6 According to media accounts, many “A-listers” (*i.e.*, the “top 1%” that Range targets per the
7 Moxie Deck) prefer package deals—where the studio that purchases the “package” covers the
8 agency’s fees—or other fee structures so they do not have to pay a commission to their agent.

9 100. Because managers, unlike agents, do not need to abide by guild agreements, Range
10 has been able to solicit clients by promising alternative fee arrangements, including “no
11 commission” packaging or production deals.

12 101. Indeed, in early 2022, A+E Networks acquired a stake in Range and indicated it
13 would “serve as a co-producer on scripted TV projects set up at Range.” This “partner[ship]”—
14 which Range actively markets to lure in new clients to CAA’s detriment—is not permissible for a
15 legitimate, licensed agency.⁷

16 102. As a result of these unfair and deceptive practices, Range sought to wrongfully
17 jump-start its business, find a shortcut to success, and provide its clients with deal structures that
18 talent agencies, including CAA, cannot lawfully offer to clients. While Range, dubiously, *claims*
19 that it has grown at an unprecedented pace, its growth is the product of illicit and deceptive
20 conduct, all carried out to the detriment of CAA and at the risk of harming Range’s own clients.

21 **FIRST CLAIM FOR RELIEF**

22 **Violation of California Business and Professions Code Section 17200**

23 **(Against Range and DOES 1-100)**

24 103. CAA incorporates herein by reference the allegations contained in the foregoing
25 paragraphs.

26 _____
27 ⁷ Alex Weprin, *A+E Networks Invests in Range Media Partners as Part of Production Deal*, THE
28 HOLLYWOOD REPORTER, Mar. 4, 2022, available at:
<https://www.hollywoodreporter.com/business/business-news/ae-networks-invests-in-range-media-partners-strikes-production-deal-1235104315/> (last visited August 18, 2024).

1 104. Range knew that the Accomplices and the Solicited Employees owed a duty of
2 loyalty to CAA during their membership and employment, respectively.

3 105. Range knew that the Accomplices and the Solicited Employees had entered into
4 binding Confidentiality Agreements with CAA.

5 106. Range knew that the Confidentiality Agreements contained confidentiality
6 restrictions, pursuant to which the Accomplices, the Solicited Employees, and other employees
7 agreed to keep strictly confidential in perpetuity, and not disclose to third parties, CAA's
8 Confidential Information.

9 107. Range knew that these agreements required the Solicited Employees to return all
10 property, documents, data, and Confidential Information prepared or collected by them as part of
11 the services provided to CAA.

12 108. These agreements are enforceable and valid.

13 109. Notwithstanding these agreements, the Accomplices, acting on behalf and for the
14 benefit of Range, violated their duty of loyalty and confidentiality obligations when they
15 (1) attended CAA meetings in order to gather information for Range to use for competitive
16 purposes, (2) induced and attempted to induce the Solicited Employees and other CAA
17 employees to breach their agreements and to use and disclose Confidential Information and divert
18 CAA's clients to Range, (3) induced the Solicited Employees to violate their duties of loyalty to
19 CAA, (4) utilized CAA's Confidential Information to solicit successful talent agents to leave
20 CAA and join Range, and (5) used and disclosed CAA's Confidential Information to divert
21 CAA's clients to Range.

22 110. Further, Range misrepresented themselves as "managers," which enabled them to
23 solicit clients and provide services that talent agents were not typically permitted to provide and,
24 in violation of the TAA, procure their work.

25 111. Further, Range misrepresented themselves as "managers," which unfairly enabled
26 them to avoid the WGA-required industry restriction (preventing talent agents from negotiating
27 packaging deals and production). By avoiding these restrictions, Range and Micelli are able to
28 unfairly compete with all other talent agencies in the market.

1 112. Defendants' conduct, as described above, is oppressive and/or substantially
2 injurious to consumers and, therefore, unfair under California Business and Professions Code
3 Section 17200.

4 113. Defendants' conversion of CAA's Confidential Information, as well as the use of
5 CAA's Confidential Information in violation of the contractual obligations of the Accomplices
6 and Solicited Employees, constitutes an unfair method of competition and an unfair or deceptive
7 trade practice in violation of California Business and Professions Code Section 17200.

8 114. Defendants' tortious interference also constitutes an unfair method of competition
9 and an unfair or deceptive trade practice and business practice in violation of California Business
10 and Professions Code Section 17200.

11 115. Defendants' violation of the TAA also constitutes an unfair method of competition
12 and an unlawful business practice in violation of California Business and Professions Code
13 Section 17200.

14 116. Defendants' conduct described above was in and affecting commerce.

15 117. Defendants' conduct described above has injured and will continue to injure the
16 goodwill and business of CAA.

17 118. Defendants' conduct described above has resulted in and, unless enjoined, will
18 continue to result in damage and losses to CAA, in the form of losses of clients and revenue.

19 **SECOND CLAIM FOR RELIEF**

20 **Aiding and Abetting Breach of Fiduciary Duties**

21 **(Against Range and DOES 1-100)**

22 119. CAA incorporates herein by reference the allegations in the foregoing paragraphs.

23 120. The Solicited Employees were in a position of trust within CAA and owed
24 fiduciary duties to CAA based on the Confidentiality Agreements they signed with CAA.

25 121. The allegations set forth above, including, but not limited to, the circumstances
26 surrounding their departure, the fact that much of Range's management, including current
27 employees and Accomplices who were subject to confidentially agreements, evidences that
28 Defendants knew at all relevant times that the Solicited Employees owed CAA fiduciary duties.

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against Defendants as it proves at trial;

- (b) That CAA be awarded injunctive relief directing Range to return CAA’s Confidential Information obtained from CAA or any current or former CAA employees, and preventing Range from: (1) using or disclosing CAA’s Confidential Information; (2) unlawfully soliciting investors, clients, or customers of CAA; (3) unlawfully soliciting CAA’s employees for Confidential Information; and (4) unlawfully violating the TAA.
- (c) That CAA be awarded punitive damages for Range’s willful and malicious conduct; and
- (d) That CAA be awarded such further relief as the Court may deem just, proper, or equitable, including costs and reasonable attorneys’ fees.

DEMAND FOR JURY TRIAL

CAA hereby demands a trial by jury on all issues so triable.

DATED: September 29, 2024

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