

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Meiers

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LUBER ROKLIN ENTERTAINMENT, INC. and
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

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12 LUBER ROKLIN ENTERTAINMENT, INC., a
California corporation; and MATT LUBER
13 ENTERTAINMENT, INC. a California
14 corporation,

15 Plaintiffs,

16 vs.

17 VAGRANT, INC., a California corporation; and
18 DOES 1–10, inclusive,

19 Defendants.

Case No.: 20STCV21253

COMPLAINT FOR:

1. BREACH OF ORAL CONTRACT;
2. QUANTUM MERUIT;
3. DECLARATORY RELIEF;
4. ACCOUNTING.

JURY TRIAL DEMANDED

1 Plaintiffs LUBER ROKLIN ENTERTAINMENT, INC. (“LRE”) and MATT LUBER
2 ENTERTAINMENT, INC. (“MLE”) demanding trial by jury, complain and allege on information and
3 belief as follows:

4 **THE PARTIES**

5 1. Plaintiff LRE is, and at all relevant times was, a California corporation with its
6 principal place of business in Los Angeles County, California. LRE is a talent management and
7 production company.

8 2. Plaintiff MLE is, and at all relevant times was, a California corporation with its
9 principal place of business in Los Angeles County, California.

10 3. Defendant VAGRANT, INC. (“Vagrant”) is, and at all relevant times was, a California
11 corporation with its principal place of business in Santa Barbara County, California. Vagrant is the
12 “loan out” professional corporation through which the late Hollywood actor Paul Walker conducted
13 his business dealings in the entertainment industry, including the collection of earnings and royalties,
14 and payment of commissions.

15 4. Venue is proper in Los Angeles, California because the parties regularly and routinely
16 conduct business in this county, and the acts giving rise to liability occurred in this county.

17 5. Defendants Does 1 through 10 are sued by fictitious names as their true names are
18 currently unknown to Plaintiffs. Plaintiffs will seek leave to amend this complaint to allege the true
19 names and capacities of these defendants when the same have been ascertained. Plaintiffs are
20 informed and believe that at all times mentioned in this complaint, Defendants were the agents, co-
21 conspirators, joint-venturers, and/or employees of their co-defendants, and in doing the things alleged
22 in this complaint were acting within the course and scope of that agency, co-venture, conspiracy,
23 and/or employment.

24 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 6. It gives Plaintiffs no pleasure to bring this lawsuit given the enduring history and
26 friendship between Matt Luber (co-owner of LRE, and exclusive owner of MLE) and now-deceased
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1 Hollywood actor Paul Walker (the founder and former principle of Vagrant). However, Vagrant’s
2 unjustified failure and refusal to pay Plaintiffs an agreed-upon 5% management commission on
3 Vagrant’s gross earnings, stemming from Mr. Luber’s management of Mr. Walker’s career, has left
4 Plaintiffs with no other choice.

5 7. Mr. Luber became friends with Mr. Walker early on in their respective careers. Mr.
6 Luber then managed Mr. Walker’s career for nearly two decades—helping Mr. Walker become one of
7 the most recognizable actors in Hollywood. Mr. Walker is best known for his starring role in “*The*
8 *Fast and the Furious*” franchise. Luber and Walker remained close personal friends until Mr. Walker’s
9 tragic and untimely passing in November of 2013, making the necessity of this litigation even more
10 unfortunate.

11 8. Plaintiffs and Vagrant had an agreement whereby MLE (and subsequently MLE in
12 conjunction with LRE) provided customary talent management services to Mr. Walker in exchange for
13 a 5% commission on gross compensation that Vagrant received for all entertainment projects entered
14 into or substantially negotiated during the parties’ business relationship. Mr. Walker’s gross earnings
15 were collected through Vagrant, and Plaintiffs’ 5% commission was shared between LRE and MLE.
16 Per this agreement, and industry standard, Plaintiffs would be entitled to this 5% commission on an
17 ongoing basis for projects entered into or substantially negotiated while Plaintiffs represented Mr.
18 Walker. This includes commissions stemming from *The Fast and the Furious* franchise.

19 9. Plaintiffs and Vagrant/Walker had an enduring and warm relationship. Vagrant
20 consistently paid the commission structure outlined in this complaint without question and without
21 dispute during Mr. Walker’s life. **Vagrant then continued paying the 5% commission for roughly**
22 **five years after Mr. Walker’s death, also without question or dispute.** There had not been any
23 issues with receiving this commission until Vagrant recently came under “new management,” and
24 unceremoniously ceased making payments.

25 10. Plaintiffs are at a total loss as to why they are now being forced to litigate given the
26 history of friendship and mutual success. Sadly, the new “leadership” of Vagrant has decided to brush
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1 aside the representatives who cared most about Mr. Walker during his life, and dutifully looked out for
2 his personal and professional interests, simply to shave a line item off their balance sheet. There is no
3 justifiable rationale for the lack of payment after the roughly two uninterrupted decades. In mid-2019,
4 Vagrant’s attorney even told Mr. Luber that “**Vagrant has no reason to dispute your claim [for**
5 **commissions] at this point**, but the board of directors has a duty to verify all claims and that requires
6 them to request” information concerning those commissions.

7 11. After providing Vagrant with unfettered access to Plaintiffs’ records reflecting
8 continual and consistent commissions from Vagrant for an extensive period of time, Vagrant’s counsel
9 assured Mr. Luber that he was “trying to obtain consent from Vagrant’s board of directors to get
10 [Plaintiffs] paid.” In other words, Vagrant has reaffirmed Plaintiffs’ right to continuing royalties, and
11 then inexplicably refused to correspond further or remit payment.

12 12. Plaintiffs made a final formal demand for an accounting, payment in arrears, and
13 confirmation that payments would continue per the agreement moving forward. Vagrant failed to
14 respond. Accordingly, Plaintiffs had no choice but to file this lawsuit.

15 **FIRST CAUSE OF ACTION**

16 **(Breach of Oral Contract)**

17 **(LRE and MLE Against Vagrant)**

18 13. Plaintiffs repeat, reallege, and incorporate by reference each and every preceding
19 allegation, as though fully set forth herein.

20 14. Plaintiffs and Vagrant were parties to an entertainment talent management agreement
21 (the “Agreement”). The Agreement is and was a binding, valid, and enforceable agreement.

22 15. Under the Agreement, and pursuant to common and well-established custom, usage,
23 and practice in the entertainment industry, the parties agreed that Plaintiffs would provide customary
24 management services to Paul Walker in consideration for a fee equal to 5% of all gross monies
25 Vagrant received from any and all entertainment industry employment obtained or substantially
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1 negotiated while Plaintiffs represented Mr. Walker and/or his interests, regardless of when Vagrant
2 actually received those payments.

3 16. Plaintiffs were to continue to receive the 5% commission referenced herein so long as
4 the entertainment industry employment was obtained or substantially negotiated while Plaintiffs
5 represented Mr. Walker.

6 17. Plaintiffs performed all of the obligations, covenants, and conditions required of them
7 under the Agreement, except to the extent any such obligations, covenants, or conditions have been
8 excused, prevented, or waived by Vagrant's acts and omissions.

9 18. Vagrant materially breached the Agreement by failing and refusing to pay Plaintiffs
10 commissions in the amount of 5% of Vagrant's gross earnings from approximately mid-2018 to the
11 present on projects obtained or substantially negotiated for Mr. Walker while Plaintiffs were Mr.
12 Walker's talent managers (including *The Fast and the Furious* franchise). Such sums are undeniably
13 due and owing.

14 19. Plaintiffs have demanded that Vagrant pay all commissions due and owing to Plaintiff
15 under the Agreement, but Vagrant has failed and refused to do so.

16 20. As a direct and proximate result of Vagrant's material breach of the Agreement,
17 Plaintiffs have been damaged in an amount in excess of the jurisdictional limits of this Court, in an
18 amount subject to proof at trial.

19 **SECOND CAUSE OF ACTION**

20 **(Quantum Meruit)**

21 **(LRE and MLE Against all Defendants)**

22 21. Plaintiffs repeat, reallege, and incorporate by reference each and every preceding
23 allegation, as though fully set forth herein.

24 22. MLE provided talent management services to Mr. Walker for the better part of two
25 decades including prior to, and after, the formation of LRE. During this time, Mr. Walker worked on
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1 numerous entertainment industry projects, including *The Fast and the Furious* franchise, for which
2 Vagrant continues to receive earnings.

3 23. Despite accepting Plaintiffs' services, Defendants have failed and refused, and continue
4 to fail and refuse, to adequately pay Plaintiffs in full for the services provided.

5 24. Defendants have deprived Plaintiffs of the fair and reasonable value of the services
6 provided to Mr. Walker, the value of which is demonstrated by prior payments to Plaintiffs under the
7 Agreement outlined herein. In light of the parties' Agreement, prior course of dealing and consistent
8 payment of the 5% commission payments to Plaintiffs, and well-established industry custom and
9 practice, the value of Plaintiffs' services equates to 5% of all gross compensation Vagrant received
10 from Mr. Walker's entertainment industry employment.

11 25. As a direct and proximate result of Defendants' failure and refusal to remit the fair and
12 reasonable value of Plaintiffs' services, Plaintiffs have suffered damages in excess of the jurisdictional
13 limits of this Court, in an amount subject to proof at trial.

14 **THIRD CAUSE OF ACTION**

15 **(Declaratory Relief)**

16 **(LRE and MLE Against All Defendants)**

17 26. Plaintiffs repeat, reallege, and incorporate by reference each and every preceding
18 allegation, as though fully set forth herein.

19 27. An actual dispute or controversy has arisen and exists between Plaintiffs and
20 Defendants in that Defendants contend that Vagrant is not obligated to provide Plaintiffs with any
21 commission on Vagrant's gross earnings between 2018 to the present, *nor on a going-forward basis*.
22 Plaintiffs contend that they are entitled to a 5% commission for such earnings because they are derived
23 from entertainment industry employment obtained or substantially negotiated while Plaintiffs
24 represented Mr. Walker, pursuant to the Agreement between the parties.

25 28. A judicial declaration is necessary and appropriate at this time so that Plaintiffs may
26 ascertain their rights, and in particular confirmation that Plaintiffs are owed sums of money, i.e. unpaid
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1 commissions, and that Defendants are required to pay Plaintiffs 5% of all gross earnings received by
2 Vagrant relating to Mr. Walker both retroactively and on a going-forward basis.

3 29. Accordingly, Plaintiffs seek a judicial declaration that pursuant to the parties'
4 Agreement, Defendants are required to pay Plaintiffs 5% of all gross monies received by Vagrant from
5 any and all entertainment industry employment obtained or substantially negotiated while Plaintiffs
6 represented Mr. Walker, between the time payments ceased in approximately mid-2018 to the present,
7 and on a going-forward basis.

8 **FOURTH CAUSE OF ACTION**

9 **(Accounting)**

10 **(LRE and MLE Against All Defendants)**

11 30. Plaintiffs repeat, reallege, and incorporate by reference each and every preceding
12 allegation, as though fully set forth herein.

13 31. Defendants have received monies which are due and owing to Plaintiffs pursuant to the
14 parties' Agreement.

15 32. The precise amount of the monies due and owing to Plaintiffs is unknown to Plaintiffs
16 and cannot be ascertained without an accounting of all sums received by Defendants for the four years
17 preceding the filing of this lawsuit.

18 33. Defendants have access to such information and are in possession of all information
19 necessary to account for the money due and owing to Plaintiffs pursuant to the parties' Agreement,
20 and such information is not readily accessible to Plaintiffs. Defendants have failed and refused to
21 provide this information to Plaintiffs.

22 34. Accordingly, as a direct and proximate result of Defendants' failures, an order from the
23 Court directing Defendants to provide a full accounting of monies received for the four years
24 preceding the filing of this lawsuit, and any other monies earned as applicable, is necessary and
25 proper.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs demand judgment against Defendants for the following:

- 3 1. Compensatory and general damages;
- 4 2. Costs of this action;
- 5 3. Pre- and post-judgement interest;
- 6 4. Declaratory relief;
- 7 5. An accounting; and
- 8 6. Any other and further relief that the Court considers just and proper.
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10 Dated: June 5, 2020

KIBLER FOWLER & CAVE LLP

11
12 By: _____


13 John D. Fowler
14 Kevin J. Cammiso
15 Attorneys for Plaintiffs
16 LUBER ROKLIN ENTERTAINMENT, INC. and
17 MATT LUBER ENTERTAINMENT, INC.
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

Dated: June 5, 2020

KIBLER FOWLER & CAVE LLP

By: _____


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Kevin J. Cammiso
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LUBER ROKLIN ENTERTAINMENT, INC. and
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Deadline