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Frontline Entertainment Management, Inc.  
6 and Craig Dorfman

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Superior Court Of California  
County Of Los Angeles

AUG 20 2014

Sherri R. Carter, Executive Officer/Clerk  
By: Judi Lara, Deputy

7 SUPERIOR COURT OF CALIFORNIA  
8 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

10 FRONTLINE ENTERTAINMENT  
MANAGEMENT, INC., a California  
11 corporation; and CRAIG DORFMAN, an  
individual,  
12  
13 Plaintiffs,  
14 v.  
15 THOMAS GIBSON, an individual; and DOES  
1 through 10,  
16 Defendants.

CASE NO. **BC 555285**

**COMPLAINT FOR:**

1. BREACH OF CONTRACT
  2. ACCOUNTING
  3. QUANTUM MERUIT
  4. COMMON COUNT FOR SERVICES PERFORMED
  5. ACCOUNT STATED
  6. OPEN BOOK ACCOUNT
  7. DECLARATORY JUDGMENT
- JURY TRIAL DEMANDED**

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1 Plaintiffs Frontline Entertainment Management, Inc. ("Frontline") and Craig Dorfman  
2 ("Dorfman") (Frontline and Dorfman are collectively referred to herein as "Plaintiffs")  
3 complain against Defendant Thomas Gibson ("Gibson"), an individual, and DOES 1-10  
4 (collectively referred to herein as "Gibson" or "Defendants"), as follows:

5 **SUMMARY OF ACTION**

6 1. For the past 18 years, Craig Dorfman has represented the actor Thomas Gibson,  
7 first as an agent and later as a manager. In that time, Gibson has burned through no less than  
8 five different publicists, three business managers, and three talent agencies. The only constant  
9 in Gibson's life and career has been Dorfman, and now Gibson has decided to burn Dorfman as  
10 well, and not pay him for his years of work.

11 2. Dorfman's management company Frontline has literally been on the frontlines,  
12 rescuing Gibson's career from professional crises of Gibson's own making:

- 13 • After Gibson verbally sparred with co-workers, Dorfman was needed to cajole  
14 network executives, assuage angry producers, and manage Gibson's talent agents  
15 and publicists;
- 16 • Dorfman made up excuses for Gibson's last minute cancellations of press tours and  
17 events;
- 18 • When producers found Gibson less desirable due to his lack of professionalism, and  
19 industry professionals bestowed the moniker "**Captain Vanilla**" upon Gibson,  
20 Dorfman continued to guide his career.

21 3. Dorfman also served on the frontlines of Gibson's personal life:

- 22 • When Gibson was arrested for drunk driving, Dorfman picked up Gibson from jail  
23 and arranged Gibson's exit through the back door in order to avoid the paparazzi.  
24 Gibson hid in the backseat of Dorfman's car as Dorfman drove him home;
- 25 • After Gibson was caught in a very public "catfishing" incident – i.e. sending lewd  
26 videos and messages to a stranger he met online – Dorfman defended Gibson and  
27 advised him on how to survive the public scrutiny; and
- 28 • Dorfman repeatedly mediated hostile situations after Gibson verbally sparred with

1 drivers, waiters, hotel staff, and studio publicists.

2 4. In sum, Dorfman acted as Gibson's faithful manager and friend for years,  
3 standing by Gibson and rescuing him from his self-destructive behavior in his personal and  
4 professional life. Although Gibson paid commissions to Plaintiffs for years, he has suddenly  
5 breached his agreement with Plaintiffs and stopped making payments. Gibson, who makes  
6 \$200,000 per episode on the television series *Criminal Minds* – and more than \$4.8 million per  
7 year – has thumbed his nose at his obligation to pay Plaintiffs.

8 **PRELIMINARY ALLEGATIONS**

9 5. Frontline is, and at all times herein mentioned was, a California corporation  
10 with its principal place of business in Los Angeles County.

11 6. Dorfman is, and at all times mentioned was, an individual who resides in Los  
12 Angeles County, California.

13 7. Plaintiffs allege on information and belief that Gibson is, and at all times  
14 mentioned was, an individual who resides in Los Angeles County, California.

15 8. The true names and capacities, whether individual, corporate, associate or  
16 otherwise of the defendants named herein as Does 1 through 10, inclusive, are unknown to  
17 Plaintiffs who therefore sues said defendants by such fictitious names. Plaintiffs allege on  
18 information and belief that each of the defendants, including those designated as a Doe, are  
19 responsible for the events alleged herein and the damages caused thereby as a principal, agent,  
20 co-conspirator or aider and abettor. Plaintiffs will seek leave of this Court to amend this  
21 Complaint to allege the true names and capacities of such defendants when the same have been  
22 ascertained.

23 9. Plaintiffs allege on information and belief that Defendants at all times relative to  
24 this action, were the agents, servants, partners, joint venturers and employees of each of the  
25 other Defendants and, in doing the acts alleged herein, were acting with the knowledge and  
26 consent of each of the other Defendants in this action.

27 10. This Court is the proper court for trial of this matter pursuant to, without  
28 limitation, California Code of Civil Procedure § 395 in that, among other things, the county in

1 which the obligations, which are the subject of this Complaint, were incurred, and thus the  
2 county in which the subject contracts were to be performed, is Los Angeles County, California.

3 **FACTS COMMON TO ALL CAUSES OF ACTION**

4 11. Gibson and Dorfman met in or about 1996, when Gibson was acting on the  
5 television series *Chicago Hope*. Soon after meeting, Gibson hired Dorfman as his exclusive  
6 talent agent.

7 12. As Gibson's agent, Dorfman procured other roles for Gibson in several  
8 television movies. Dorfman also negotiated an agreement with the producers of *Chicago Hope*  
9 that allowed Gibson to audition for other series and even allowed Gibson to be released from  
10 his *Chicago Hope* contract if a better opportunity arose.

11 13. In or about 1997, Dorfman convinced a reluctant Gibson to audition for the  
12 television series *Dharma & Greg*, and Gibson got the lead part of "Greg" on the series.

13 14. For the next five years, Dorfman served as Gibson's greatest advocate and  
14 friend. On the business side, Dorfman attended virtually every table read, network and studio  
15 run-through, and every taping of *Dharma & Greg*. In addition, Dorfman helped renegotiate  
16 Gibson's lucrative contract for *Dharma & Greg*. Personally, Dorfman was like a member of  
17 the Gibson family, and would regularly travel and dine with Gibson and his wife. Dorfman  
18 was present at the birth of Gibson's first two children.

19 15. After *Dharma & Greg* was cancelled, and the last episode aired in 2002,  
20 Dorfman and Gibson decided that it would be best for both of them if Dorfman closed his  
21 agency and instead became Gibson's manager. Dorfman ceased procuring work for Gibson.  
22 Instead, Dorfman managed Gibson's career and provided Gibson professional advice.

23 16. In or about January 2003, Dorfman and Gibson entered into an oral contract  
24 whereby Gibson agreed to pay Dorfman commissions in accordance with industry custom and  
25 practice in exchange for Dorfman's services as his talent manager. Specifically, the oral  
26 agreement provided for a ten percent (10%) commission payable to Dorfman (or any entity  
27 then-employing Dorfman) on all income and other monies received by Gibson or on Gibson's  
28 behalf for any employment contracts entered into or negotiated, or any employment accepted

1 by, Gibson during the term of representation, as well as commissions on any extensions,  
2 renewals or additional seasons of said employment contracts or employment, irrespective of  
3 the exercise date of those extensions, renewals or additional seasons (the "Oral Agreement").

4 17. In 2003, when Dorfman and Gibson entered into the Oral Agreement, Dorfman  
5 was employed by Dorfman & Associates, a management company, which was in partnership  
6 with Marathon Entertainment. Dorfman later helped create Blueprint, another management  
7 company. After Blueprint dissolved, Dorfman revived Dorfman & Associates and provided  
8 management services under that name.

9 18. In or about 2008, Dorfman established plaintiff Frontline.

10 19. In or about 2005, during the term of Dorfman's management, Gibson entered  
11 into a contract for acting services on the television series *Criminal Minds*. In or about 2011,  
12 and again in or about May 2013, during the term of Plaintiffs' management, Gibson entered  
13 into subsequent contracts for acting services on the television series *Criminal Minds*.

14 20. Since 2003, in conformance with the terms of the Oral Agreement, Gibson has  
15 paid Dorfman and/or the entity then-employing Dorfman ten percent of all gross compensation  
16 he received from his acting services on *Criminal Minds*, and other contracts he entered into,  
17 including, but not limited to, the independent films *Come Away Home*, *Berkeley*, and *I'll*  
18 *Believe You*, the television movies *Evil Never Dies*, *Category 6: Day of Destruction* and *In*  
19 *From the Night*, a guest appearance on the television series *Two and a Half Men*, and ten  
20 percent of monies Gibson received for personal appearances.

21 21. As Gibson's manager, Dorfman had his hands full, trying to guide Gibson's  
22 career through a minefield of Gibson's own making. Among other things:

- 23 • On *Criminal Minds*, Gibson believed the producers, directors, writers, and cast  
24 members were incompetent and inferior to him. Not surprisingly, given Gibson's  
25 condescending attitude towards his colleagues, Gibson often verbally sparred with  
26 his co-workers, with one incident almost resulting in fisticuffs on the set.

27 Consequently, Dorfman was needed to cajole network executives, assuage angry  
28 producers, and manage Gibson's talent agents and publicists;

- 1 • Dorfman defended Gibson from verbal attacks leveled by his co-stars Shemar  
2 Moore and Mandy Patinkin, and talked Gibson out of physically attacking Moore;  
3 • Dorfman deflected innumerable calls from agents, managers, and executives who  
4 complained about Gibson's unprofessionalism;  
5 • When producers found Gibson less desirable due to his lack of professionalism, and  
6 industry professionals bestowed the moniker "Captain Vanilla" upon Gibson,  
7 Dorfman continued to guide his career;  
8 • Dorfman made up excuses for Gibson's last minute cancellations of press tours and  
9 events; and  
10 • Dorfman found Gibson a voice-over agent when he asked for one.

11 22. Dorfman's skills as a manager were also put to the test by crises in Gibson's  
12 personal life, including:

- 13 • When Gibson was arrested for drunk driving, Dorfman was responsible for  
14 informing Gibson's family and contacting the lawyers who secured Gibson's  
15 release. Dorfman later picked up Gibson from jail and arranged Gibson's exit  
16 through the back door in order to avoid the paparazzi. Gibson hid in the backseat of  
17 Dorfman's car as Dorfman drove him home;  
18 • After Gibson was caught in a very public "catfishing" incident – i.e. sending lewd  
19 videos and messages to a stranger he met online – Dorfman defended Gibson and  
20 advised him on how to survive the public scrutiny;  
21 • Dorfman supervised Gibson's children on family vacations when Gibson refused to  
22 be involved;  
23 • Dorfman repeatedly mediated hostile situations after Gibson verbally sparred with  
24 drivers, waiters, hotel staff, and studio publicists;  
25 • Dorfman went on family vacations with Gibson, where he witnessed and was  
26 subjected to various acts of abuse.

27 23. In sum, Dorfman acted as Gibson's faithful manager and friend, guiding  
28 Gibson's career and rescuing him from his self-destructive behavior in his personal and

1 professional life, only to be betrayed by Gibson.

2 24. Earlier this year, Gibson contacted Dorfman and unilaterally demanded that  
3 Plaintiffs reduce their commission to 7.5% – down from the 10% in the Oral Agreement and  
4 paid for ten years. On or about June 24, 2014, when Dorfman refused to modify the Oral  
5 Agreement or reduce Plaintiffs' commission, Gibson terminated Plaintiffs' services and ceased  
6 paying commissions.

7 **FIRST CAUSE OF ACTION**

8 **(For Breach of Oral Contract Against All Defendants)**

9 25. Plaintiffs reallege herein by this reference each and every allegation contained in  
10 the preceding paragraphs of this Complaint as if set forth fully herein.

11 26. In or around January 2003, Dorfman and Gibson entered into an oral contract  
12 referred to herein as the Oral Agreement, whereby Gibson agreed to pay Dorfman (or any entity  
13 then-employing Dorfman) commissions pursuant to industry standards in exchange for  
14 Dorfman's services as a talent manager for Gibson. Specifically, pursuant to the Oral Agreement  
15 between Gibson and Dorfman, Gibson agreed to pay Dorfman (or the entity then-employing  
16 Dorfman) a ten percent commission on any and all income or monies received as a result of  
17 employment contracts entered into, or negotiated, or to any employment accepted by Gibson  
18 during the term of Plaintiffs' representation, including without limitation, any extensions,  
19 renewals or additional seasons of said employment contracts or employment irrespective of the  
20 exercise date of such extensions, renewals or additional seasons.

21 27. Plaintiffs have performed all conditions, covenants, and promises required of it in  
22 accordance with the terms and conditions of the Oral Agreement, except those conditions,  
23 covenants and promises the performance of which was excused by Defendants' conduct.

24 28. While Gibson was represented by Plaintiffs, specifically in or around 2005 and  
25 again in 2011 and May 2013, Gibson entered into agreements to provide acting services on the  
26 television series *Criminal Minds*. Gibson paid Plaintiffs their owed commission for every  
27 episode of the series until Gibson terminated Plaintiffs this year and ceased making payments.  
28 Plaintiffs are owed ten percent of all monies earned by Gibson for his services on the television

1 series *Criminal Minds*.

2 29. Despite Plaintiffs' demands for payment of said commissions, Defendants have  
3 refused to pay Plaintiffs the same. Accordingly, Defendants, and each of them, have breached  
4 the Oral Agreement.

5 30. As a proximate result of Defendants' breach of the Oral Agreement, Plaintiffs  
6 have been damaged in an amount to be determined at trial, but that is not less than \$480,000.

7 **SECOND CAUSE OF ACTION**

8 **(For Accounting Against All Defendants)**

9 31. Plaintiffs reallege herein by this reference each and every allegation contained in  
10 the preceding paragraphs of this Complaint as if set forth fully herein.

11 32. On information and belief, Defendants received certain sums in connection with  
12 Gibson's services on the television series *Criminal Minds*, a portion of which is due Plaintiffs  
13 pursuant to the Oral Agreement.

14 33. The amount of money due and owing from Defendants to Plaintiffs pursuant to  
15 the Oral Agreement is unknown to Plaintiffs and cannot be ascertained without an accounting of  
16 the compensation received by Defendants.

17 34. Defendants have access to such information, but have not provided Plaintiffs with  
18 the same. Plaintiffs do not have access to such information.

19 35. As a proximate result of Defendants' failure to provide an accounting, an order  
20 from the Court requiring Defendants to provide a full accounting of compensation received in  
21 connection with the series *Criminal Minds* is necessary and proper.

22 **THIRD CAUSE OF ACTION**

23 **(For Quantum Meruit Against All Defendants)**

24 36. Plaintiffs reallege herein by this reference each and every allegation contained in  
25 the preceding paragraphs of this Complaint as if set forth fully herein.

26 37. In or around January 2003, Gibson engaged Dorfman to represent him as his  
27 talent manager in connection with all manner of employment.

28 38. In the course of Plaintiffs' representation of Gibson, specifically, in or around



1 2005 and again in 2011 and May 2013, Gibson entered into employment contracts to provide  
2 individual acting services on the series *Criminal Minds*, among other employment.

3 39. Upon information and belief, Defendants received certain sums in connection  
4 with Gibson's services on the television series *Criminal Minds*.

5 40. Despite having demanded payment, Defendants refuse to compensate Plaintiffs  
6 for their services.

7 41. Defendants have not paid Plaintiffs the fair and reasonable value of Plaintiffs'  
8 services, the value of which Plaintiffs will prove at trial on this matter. Such amount is presently  
9 due and owing to Plaintiffs, together with interest on said amount at the legal rate.

10 **FOURTH CAUSE OF ACTION**

11 **(Common Count for Services Performed Against All Defendants)**

12 42. Plaintiffs reallege herein by this reference each and every allegation contained in  
13 the preceding paragraphs of this Complaint as if set forth fully herein.

14 43. Within the last two years Defendants, and each of them, have become indebted to  
15 Plaintiffs in an agreed sum for services provided by Plaintiffs at the request of Gibson and for the  
16 benefit of Defendants.

17 44. Plaintiffs provided management services at the special request of Gibson and for  
18 the benefit of Defendants, and each of them.

19 45. Despite Plaintiffs' demand for payment for said services, Defendants, and each of  
20 them, have refused to make payment.

21 46. An outstanding amount subject to proof at trial is due and owing to Plaintiffs by  
22 Defendants, and each of them.

23 **FIFTH CAUSE OF ACTION**

24 **(For Account Stated Against All Defendants)**

25 47. Plaintiffs reallege herein by this reference each and every allegation contained in  
26 the preceding paragraphs of this Complaint as if set forth fully herein.

27 48. In or around January 2003, Dorfman and Gibson entered into an oral agreement  
28 referred to herein as the Oral Agreement, whereby Gibson agreed to pay Dorfman (or the entity

1 then-employing Dorfman) commissions pursuant to industry standards in exchange for Plaintiffs'  
2 services as a manager representing Gibson. Specifically, pursuant to the Oral Agreement  
3 between Gibson and Dorfman, Gibson agreed to pay Plaintiffs a ten percent commission on any  
4 and all income or monies received as a result of employment contracts entered into, or  
5 negotiated, or to any employment accepted by Gibson during the term of Dorfman's  
6 representation, including without limitation any extensions, renewals or additional seasons of  
7 said employment contracts or employment irrespective of the exercise date of such extensions,  
8 renewals or additional seasons.

9 49. Plaintiffs have performed all conditions, covenants, and promises required of  
10 them in accordance with the terms and conditions of the Oral Agreement, except those  
11 conditions, covenants and promises the performance of which was excused by Defendants'  
12 conduct.

13 50. While Gibson was represented by Plaintiffs, specifically in or around 2005 and  
14 again in 2011 and May 2013, Gibson entered into agreements to provide acting services on the  
15 television series *Criminal Minds*. Gibson paid Plaintiffs their owed commission for almost nine  
16 years but ceased making payments, after terminating Plaintiffs as his manager. Plaintiffs are  
17 owed ten percent of all monies earned by Defendants for Gibson's services on the television  
18 series *Criminal Minds*.

19 51. Plaintiffs have submitted statements to Defendants for the monies owed pursuant  
20 to the Oral Agreement. Defendants never objected to those statements, and in fact conceded that  
21 those amounts were owed. Despite Plaintiffs' statements and demands for payment of said  
22 commissions, Defendants have refused to pay Plaintiffs the same.

23 52. As a proximate result of Defendants' breach of the Oral Agreement, Plaintiffs  
24 have been damaged in an amount to be determined at trial, but that is not less than an amount in  
25 excess of the jurisdictional minimum of this Court.

26 **SIXTH CAUSE OF ACTION**

27 **(For Open Book Account Against All Defendants)**

28 53. Plaintiffs reallege herein by this reference each and every allegation contained in

1 the preceding paragraphs of this Complaint as if set forth fully herein.

2 54. Within the last two years, Defendants have become indebted to Plaintiffs on an  
3 account for money due for Plaintiffs' management services at the special request of Gibson and  
4 for the benefit of Defendants, and each of them.

5 55. Despite Plaintiffs' demands for payment for said services, Defendants have  
6 refused to make payment.

7 56. An outstanding amount subject to proof at trial is due and owing to Plaintiffs by  
8 Defendants, and each of them.

9 **SEVENTH CAUSE OF ACTION**

10 **(For Declaratory Relief Against All Defendants)**

11 57. Plaintiffs reallege herein by this reference each and every allegation contained in  
12 the preceding paragraphs of this Complaint as if set forth fully herein.

13 58. Plaintiffs contend that they are entitled to a ten percent commission on all income  
14 and other monies received by Gibson or on Gibson's behalf for any employment contracts  
15 entered into or negotiated, or any employment accepted by, Gibson during the term of  
16 representation, as well as commissions on any extensions, renewals or additional seasons of said  
17 employment contracts or employment, irrespective of the exercise date of those extensions,  
18 renewals or additional seasons, including the television series *Criminal Minds*, as a result of the  
19 Oral Agreement. Defendants contend that they do not owe Plaintiffs such commissions.

20 59. Accordingly, an actual controversy has arisen and now exists between Defendants  
21 and Plaintiffs regarding commissions owed by Defendants to Plaintiffs.

22 60. Plaintiffs desire a judicial determination of their rights and duties, and a  
23 declaration that Defendants, and each of them, are obligated to pay Plaintiffs a ten percent  
24 commission on any and all compensation Defendants receive in connection with the television  
25 series *Criminal Minds*.

26 61. A judicial declaration therefore is necessary and appropriate at this time under the  
27 circumstances in order to determine Plaintiffs' rights and Defendants' obligations under the Oral  
28 Agreement.

1           WHEREFORE, Plaintiffs pray for judgment in its favor and against Defendants as  
2 follows:

3 **On the First Cause of Action:**

- 4           1.     For general damages in an amount to proven at trial.
- 5           2.     For pre-judgment interest at the maximum rate permitted by law;
- 6           3.     For costs of suit incurred herein; *and*
- 7           4.     For such other and further relief as the Court may deem just and proper.

8 **On the Second Cause of Action:**

- 9           1.     For an accounting by Defendants;
- 10          2.     For payment to Plaintiffs of the amount due from Defendants as a result of the  
11           accounting;
- 12          3.     For pre-judgment interest at the maximum rate permitted by law;
- 13          4.     For costs of suit incurred herein; *and*
- 14          5.     For such other and further relief as the Court may deem just and proper.

15 **On the Third Cause of Action:**

- 16          1.     For the specific value of services provided according to proof;
- 17          2.     For pre-judgment interest at the maximum rate permitted by law;
- 18          3.     For costs of suit incurred herein; *and*
- 19          4.     For such other and further relief as the Court may deem just and proper.

20 **On the Fourth Cause of Action:**

- 21          1.     For general damages in an amount to be proven at trial;
- 22          2.     For pre-judgment interest at the maximum rate permitted by law;
- 23          3.     For costs of suit incurred herein; *and*
- 24          4.     For such other and further relief as the Court may deem just and proper.

25 **On the Fifth Cause of Action:**

- 26          1.     For general damages in an amount to proven at trial;
- 27          2.     For pre-judgment interest at the maximum rate permitted by law;
- 28          3.     For costs of suit incurred herein; *and*
4.     For such other and further relief as the Court may deem just and proper.

1 **On the Sixth Cause of Action:**

- 2 1. For general damages in an amount to proven at trial;
- 3 2. For pre-judgment interest at the maximum rate permitted by law;
- 4 3. For costs of suit incurred herein; *and*
- 5 4. For such other and further relief as the Court may deem just and proper.

6 **On the Seventh Cause of Action:**

- 7 1. For an order declaring that Defendants are obligated to pay Plaintiffs ten percent
- 8 commission on all compensation Defendants receive from the television series *Criminal Minds*
- 9 now and in the future;
- 10 2. For costs of suit incurred herein; *and*
- 11 3. For such other and further relief as the Court may deem just and proper.

12 Dated: August 12, 2014

FREEDMAN + TAITELMAN, LLP

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15 By: 

16 Bryan J. Freedman

17 Attorneys for Plaintiffs

18 Frontline Management, Inc.

19 and Craig Dorfman

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