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18
19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF LOS ANGELES**
21 **CENTRAL DISTRICT**

22 ALBERT RUBEN, RICHARD ADES,
CECILE ALCH, KARL ALEXANDER,
23 NANCY ALVAREZ, CHRISTOPHER
AMES, ADRIENNE ARMSTRONG,
24 JOHN B. AYLESWORTH, ROBERT
GUY BARROWS, MARIA CRISTINA
25 BEATO-LANZ, ANNE BEATTS,
HARRIET BELKIN, HARRIET BELKIN
26 ON BEHALF OF ESTATE OF NORMAN
BELKIN, JOHN BENSINK, ROBERT S.
27 BIHELLER, JOHN D.F. BLACK, JOHN
BONI, RICHARD D. BOYLE, STEVE
28 ALLISON BRASFIELD, ELIZABETH
GILL BRAUER, LARRY BRODY,

CASE NO. BC 268 879

**FOURTH AMENDED COMPLAINT
[CLASS ACTION]**

1 HINDI BROOKS, DAVID BROWN,
2 CRAIG BUCK, TIMOTHY BURNS,
3 MARY CANNON ON BEHALF OF
4 ESTATE OF DORAN WILLIAM
5 CANNON, JAMES W. CARLSON,
6 PATRICIA JOYCE CARTER,
7 ROXANNE LUCIER CHECKOR,
8 CALVIN CLEMENTS, JR., WANDA
9 COLEMAN, OLIVER CRAWFORD,
10 ROBERT LYON DAMES, JEANNE
11 ROBERT DAVENPORT, SARA
12 DAVIDSON, CAROLYN DAVIS, MARY
13 E. DAVIS, LAVINA DAWSON, PAULA
14 DEATS, DENISE DECLUE, HARRIET A.
15 DICKEY, DAN DISTEFANO, ANITA
16 DOOHAN, PAMELA DOUGLAS,
17 GEORGE ECKSTEIN, PAUL F.
18 EDWARDS, PAUL C. ELLIOTT,
19 IRVING ELMAN, LAURIE FRANK,
20 RON FRIEDMAN, LIZA GARSON ON
21 BEHALF OF ESTATE OF HENRY P.
22 GARSON, STEPHEN GELLER, ERIC K.
23 GOODMAN, STEVEN S. GREENE,
24 LARRY GRUSIN, ARLAN
25 GUTENBERG, DEBORAH HABER,
26 PHIL HAHN, RALPH S. HART, REX
27 HAUCK, KEN HECHT, BRUCE
28 HOWARD, TRUSTIN HOWARD, JERRY
L. JACOBUS, JACK JACOBS,
PATRICIA JONES, MICHAEL KAGAN,
DAWNA KAUFMANN, ROBERT KAY,
DAVID J. KINGHORN, JOSI W.
KONSKI, RITA LAKIN, BILL
LAMOND, JO LAMOND, TED LANG, L.
LEE LAPIDUS, NORMAN LAPIDUS,
HAPPY JAMES LAWRENCE, ALLAN
LEICHT, KATHLEEN KLEIN
LESTRANGE, DAVID LUMSDEN,
RONALD LUX, BERNARD MACK,
ANN MARCUS, LEAH MARKUS,
ROBERT L. MCCULLOUGH, JACK
MENDELSON, MICHAEL J.
METZGER, HOWARD MEYERS, MARK
MILLER, MICHAEL MILLIGAN,
ROBERT L. MILLS, LARRY MINTZ,
GORDON MITCHELL, GEORGE
DOUGLAS MORGAN, RON NEAL,
LAN O'KUN, KENNETH LANDSMAN
ON BEHALF OF ESTATE OF JOANNE
M. PAGLIARO, ADRIENNE PARKS,
JOYCE PERRY, ABE POLSKY, BURT
PRELUTSKY, BRAD RADNITZ,
DONALD REIKER, MICHAEL
RHODES, RONALD RIBMAN, CAROL
ROPER, RICHARD ROSSNER,
WILLIAM JAMES ROYCE, DON

1 RUBIN, MANN RUBIN, PAUL
2 SAVAGE, ROBERT E. SCHAEFER,
3 ELROY SCHWARTZ, JOHN HERMAN
4 SHANER, STEPHEN F. SHARON, BOB
5 SHAYNE, CAROLYN SHELBY,
6 ROBERT SHERMAN, GERALD
7 SIEGEL, RUTH ANSON SOWBY,
8 DEBORAH SPECTOR, WILLIAM R.
9 STRATTON, RONALD A. SUPPA,
10 JAMES TROMBETTA, IRIS. TUBER ON
11 BEHALF OF ESTATE OF RICHARD
12 JOSEPH TUBER, ROGERS
13 TURRENTINE, ROBERT URSUL,
14 MICHAEL WALKER, EARL W.
15 WALLACE, CLYDE WARE, ROBERT
16 A. WEVERKA, SHELDON M.
17 WILLENS, JERRY WINNICK, JACK
18 WINTER, EDMOND KEENAN WYNN,
19 TRACY KEENAN WYNN, GEORGE
20 YANOK AND
21 STEVE YOUNG,

Plaintiffs,

VS.

CREATIVE ARTISTS AGENCY, LLC,

Defendant.

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1 Plaintiffs bring this action as a class action on behalf of themselves and all persons
2 similarly situated, alleging as follows:

3 **Introduction**

4 1. This action arises out of defendant Creative Artists Agency, LLC's ("CAA")
5 ageist business practices in refusing to represent older television writers and to refer them for
6 writing opportunities in direct violation of the Unruh Civil Rights Act, Cal. Civ. Code § 51 and §
7 51.5 of the California Civil Code, and, since January 1, 2003, of the Fair Employment and
8 Housing Act ("FEHA"), Cal. Gov't Code §§ 12920 *et seq.*

9 **Parties**

10 Plaintiffs

11 2. Plaintiffs are one hundred thirty-nine (139)_members of the Writers Guild of
12 America ("WGA") or persons substituted for former members of the WGA who were plaintiffs
13 before their deaths. Each plaintiff (or writer for whom substitution was made) is (or was) forty
14 years of age or older, has (or had) previous television writing credits, is (or was) qualified to
15 write for television, and currently desires (or desired prior to death) representation from CAA for
16 the purpose of obtaining television writing opportunities with persons and entities that hire
17 television writers and purchase works for television ("television employers" hereinafter).

18 3. As indicated by the asterisks below, certain plaintiffs, or persons for whom
19 substitution was made, "applied for" or otherwise sought representation with CAA for the
20 purpose of obtaining television writing opportunities at one or more times while they were age
21 forty or above, but were rejected as a result of their age, and all plaintiffs or persons for whom
22 substitution was made have been and continue to be deterred from "applying for" or otherwise
23 seeking representation with CAA. They reasonably believe that it would be a futile gesture to
24 seek representation because they are aware of facts and circumstances some of which are
25 described below establishing CAA's well deserved reputation for ageist business practices with
26 respect to the representation and referral of writers for television writing opportunities:

	NAME OF PLAINTIFF OR DECEASED WRITER	STATE/COUNTRY OF CITIZENSHIP (OR CITIZENSHIP AT DEATH)	YEAR OF BIRTH
1			
2			
3	Richard Ades	Maryland	1952
4	Cecile Alch	California	Before 1958
5	Karl Alexander	California	1942
6	Nancy Alvarez	Washington	1944
7	Christopher Ames	California	1950
8	Adrienne Armstrong	California	1940
9	John B. Aylesworth	California	1928
10	Robert Guy Barrows	Colorado	1926
11	Maria Cristina Beato-Lanz	California	1951
12	Anne Beatts*	California	1947
13	Harriet Belkin	California	1931
14	Norman Belkin	California	1924
15	John Bensink	Pennsylvania	1948
16	Robert S. BiHeller	Washington	1938
17	John D.F. Black	California	1932
18	John Boni	Canada	1953
19	Richard D. Boyle	California	1942
20	Steve Allison Brasfield	California	1953
21	Elizabeth Gill Brauer*	California	1948
22	Larry Brody	California	1944
23	Hindi Brooks	California	1960
24	David Brown	California	1947
25	Craig Buck	California	1952
26	Timothy Burns	California	1943
27	Doran William Cannon*	California	1937
28			

	NAME OF PLAINTIFF OR DECEASED WRITER	STATE/COUNTRY OF CITIZENSHIP (OR CITIZENSHIP AT DEATH)	YEAR OF BIRTH
1			
2			
3	James W. Carlson	Colorado	1932
4	Patricia Joyce Carter	California	1949
5	Roxanne Lucier Checkor	California	1942
6	Calvin Clements, Jr.*	California	1941
7	Wanda Coleman	California	1946
8	Oliver Crawford	California	1917
9	Robert Lyons Dames	California	1944
10	Robert Davenport	California	1950
11	Sara Davidson	Colorado	1943
12	Jeanne Carolyn Davis*	California	1950
13	Mary E. Davis	California	1957
14	Lavina Dawson	California	1937
15	Paula Deats	California	1949
16	Denise DeClue	Michigan	1948
17	Harriet A. Dickey	California	1959
18	Dan DiStefano	California	1947
19	Anita Doohan	California	1941
20	Pamela Douglas	California	1944
21	George Eckstein	California	1928
22	Paul F. Edwards	Montana	1939
23	Paul C. Elliott*	California	1941
24	Irving Elman*	California	1915
25	Laurie Frank	California	Before 1960
26	Ron Friedman	California	1932
27	Henry P. Garson	California	1912
28			

	NAME OF PLAINTIFF OR DECEASED WRITER	STATE/COUNTRY OF CITIZENSHIP (OR CITIZENSHIP AT DEATH)	YEAR OF BIRTH
1			
2			
3	Stephen Geller*	Rhode Island	1940
4	Eric K. Goodman	Ohio	1953
5	Steven S. Greene	California	1946
6	Larry Grusin*	California	1942
7	Arlan Gutenberg*	Arizona	1948
8	Deborah Haber	New York	Before 1960
9	Phil Hahn	Oregon	1932
10	Ralph S. Hart*	California	1928
11	Rex Hauck*	Georgia	1951
12	Ken Hecht*	California	1947
13	Bruce Howard	California	1925
14	Trustin Howard	California	Before 1960
15	Jerry L. Jacobius	California	1947
16	Jack Jacobs*	California	1919
17	Patricia Jones	California	1946
18	Michael Kagan	California	1944
19	Dawna Kaufmann	California	1951
20	Robert Kay	California	1945
21	David J. Kinghorn	California	1944
22	Josi W. Konski	California	1945
23	Rita Lakin	California	1930
24	Bill LaMond	California	1934
25	Jo LaMond	California	1940
26	Ted Lang	California	1944
27	L. Lee Lapidus	California	1953
28			

	NAME OF PLAINTIFF OR DECEASED WRITER	STATE/COUNTRY OF CITIZENSHIP (OR CITIZENSHIP AT DEATH)	YEAR OF BIRTH
1			
2			
3	Norman Lapidus	California	1953
4	Happy James Lawrence	North Carolina	1944
5	Allan Leicht*	New York	1942
6	Kathleen Klein LeStrange	Texas	1946
7	David Lumsden	Washington	1945
8	Ronald Lux	California	1960
9	Bernard Mack	California	1947
10	Ann Marcus	California	1921
11	Leah Markus	California	1945
12	Robert L. McCullough	California	1945
13	Jack Mendelsohn	California	1926
14	Michael J. Metzger	California	1939
15	Howard Meyers	California	1946
16	Mark Miller	California	1952
17	Michael Milligan	California	1947
18	Robert L. Mills	California	1937
19	Larry Mintz	California	1950
20	Gordon Mitchell*	California	1932
21	George Douglas Morgan*	California	1953
22	Ron Neal	California	1936
23	Lan O’Kun	California	1932
24	Joanne M. Pagliaro*	California	1950
25	Adrienne Parks	California	1948
26	Joyce Perry	California	1930
27	Abe Polsky*	California	1935
28			

	NAME OF PLAINTIFF OR DECEASED WRITER	STATE/COUNTRY OF CITIZENSHIP (OR CITIZENSHIP AT DEATH)	YEAR OF BIRTH
1			
2			
3	Burt Prelutsky	California	1940
4	Brad Radnitz*	California	1930
5	Donald Reiker	California	1935
6	Michael Rhodes*	California	1935
7	Ronald Ribman	California	1932
8	Carol Roper	California	1940
9	Richard Rossner	Arizona	1950
10	William James Royce	California	1954
11	Albert Ruben*	New York	1925
12	Don Rubin*	California	1945
13	Mann Rubin	California	1926
14	Paul Savage	California	1925
15	Robert E. Schaefer	California	71926
16	Elroy Schwartz*	California	1923
17	John Herman Shaner	California	Before 1960
18	Stephen F. Sharon*	California	1953
19	Bob Shayne	California	1940
20	Carolyn Shelby	California	1949
21	Robert Sherman	California	1950
22	Gerald Siegel	Connecticut	1936
23	Ruth Anson Sowby	California	1944
24	Deborah Spector	California	1950
25	William R. Stratton	California	1930
26	Ronald A. Suppa	California	1948
27	James Trombetta*	California	1946
28			

NAME OF PLAINTIFF OR DECEASED WRITER	STATE/COUNTRY OF CITIZENSHIP (OR CITIZENSHIP AT DEATH)	YEAR OF BIRTH
Richard Joseph Tuber*	California	1930
Rogers Turrentine*	California	1939
Robert Ursul*	Canada	1944
Michael Walker	California	1949
Earl W. Wallace	California	1942
Clyde Ware*	California	1930
Robert A. Weverka	California	1926
Sheldon M. Willens	California	1938
Jerry Winnick	California	1937
Jack Winter	Maryland	1934
Edmond Keenan Wynn	California	1953
Tracy Keenan Wynn	Colorado	1945
George Yanok	Tennessee	1938
Steve Young	California	1947

Defendant

4. Defendant CAA is a California limited liability company with its principal place of business in Los Angeles, California. CAA is a talent agency that represents television writers, among others.

Jurisdiction & Venue

5. Jurisdiction and venue are proper in this Court because this action arises under California state law, the defendant resides in the County of Los Angeles, and the acts and omissions complained of herein have occurred and continue to occur in the County of Los Angeles.

Exhaustion of Administrative Remedies

1 television writer to a television employer for writing employment or a similar business
2 opportunity, CAA generally receives a percentage of the writer's income.

3 10. CAA believes that older television writers are less likely to be hired by television
4 employers. It has conformed its business practices to these ageist stereotypes and practices, and
5 decided not to represent or refer older writers. Instead, it represents and refers writers under 40
6 years of age who are most likely to be hired.

7 Ageist Stereotypes Held By CAA

8 11. In addition to the financial incentives to discriminate on the basis of age, CAA
9 has acted upon invidious stereotypes that older writers are (a) not able to write television
10 programming that attracts the desired demographic audience of networks and studios and/or (b)
11 lack the energy and vitality necessary to meet the demands of modern television writing. CAA's
12 top management has encouraged and reinforced these stereotypes by failing and refusing to
13 disavow them and/or to discipline those who make ageist statements or decisions. CAA's top
14 management has explicitly and implicitly instructed individual agents to seek out and represent
15 and refer younger writers to the exclusion of older writers.

16 CAA's Continuing Pattern or Practice of Intentional Age Discrimination

17 12. CAA has engaged in a systemic pattern or practice of age discrimination with
18 respect to its representation and referral of older writers for television writing opportunities with
19 television employers for many years.

20 13. CAA's pattern or practice of intentional age discrimination is evidenced by the
21 following:

22 a. CAA agents have made the following comments to older writers in
23 connection with their attempts to secure representation or in the context of
24 an existing client-agent relationship:

- 25 • When plaintiffs Rogers Turrentine sent CAA a letter (with sample
26 material) inquiring about representation, CAA wrote back:
27 "Although we appreciate your interest, we have a firm policy of
28 returning all unsolicited material unread."

1 b. CAA has contracted to represent statistically significant lower numbers of
2 writer “applicants” after they have reached the age of forty than would be
3 expected absent age discrimination given the relevant qualified applicant
4 pool. Indeed, there is a glaring disparity between the number of clients
5 CAA represents who are under the age of forty and the number it
6 represents who are age forty and older – a disparity that increases in direct
7 relationship with age. The vast majority of older writers that CAA
8 currently represents were initially engaged when they were under the age
9 of forty and it is virtually impossible for a writer who has already reached
10 the age of forty to procure representation from CAA, unless he has a close
11 personal connection with a senior CAA executive or he has recently
12 served as an executive producer on a hit television show. Moreover, in the
13 rare instances when CAA does agree to represent writers who are over the
14 age of forty, those writers are in their early forties and/or look
15 substantially younger than their age.

16 c. CAA agents have failed and refused to submit existing older television
17 writer clients for television writing opportunities with television
18 employers and, instead, have submitted their younger clients.

- 19 • When former CAA agent Michael Ovitz transferred plaintiff Phil
20 Hahn to another CAA agent, that agent made no effort to refer him
21 for writing opportunities.

22 d. CAA has terminated representation or failed and refused to renew
23 representation of older writers in order to take on representation of
24 younger writers.

- 25 • Shortly after plaintiff Tracy Wynn turned fifty years old, his CAA
26 agent told him “there’s nothing we can do for you. We think it’s
27 time that you move on.”

28

- 1 • Plaintiff Paul Savage’s CAA agent informed him that he could no
2 longer represent him because he was “unsaleable in the current
3 market because of [his] age.”
- 4 • When plaintiff Gerald Siegal’s CAA agent left the firm, no other
5 CAA agent was willing to represent him.
- 6 • Plaintiff Al Ruben’s CAA agent stopped returning his phone calls.
7 He later indicated that he was turning his attention to other forms
8 of the business, and would be difficult to place with another CAA
9 agent. Finally, the CAA agent told Mr. Ruben that he had been
10 adjudged “unsaleable.”

11 e. CAA also has failed to prevent its agents and other employees from
12 discriminating against existing and potential television writer clients on
13 the basis of age.

14 CAA’s Well-Deserved Reputation For Age Discrimination

15 14. The public comments, anecdotal stories, and personal experiences described
16 above, as well as other information, have been widely communicated to and among plaintiffs and
17 other older writers. As a result, CAA has developed a well-deserved reputation among plaintiffs
18 and other older writers for engaging in a pattern or practice of age discrimination with respect to
19 its representation and referral practices for television writing opportunities with television
20 employers .

21 The Effect Of CAA’s Ageist Practices On The Class

22 15. Older writers, as a class, including all of the named plaintiffs, are well aware of
23 CAA’s well-deserved reputation for age discrimination in the representation and referral of older
24 writers. As a result of such awareness, older writers as a class, including all of the named
25 plaintiffs, reasonably and justifiably believe that it would be futile to seek representation from
26 CAA and, hence, have been deterred from doing so.

27 16. As a result of CAA’s ageist representation practices, the “applications” of older
28 writers who have been willing to make the futile gesture of applying for representation by CAA,

1 including each of the named plaintiffs who are listed in paragraph 3 above, have been predictably
2 and routinely rejected.

3 17. But for CAA's ageist representation and referral practices, older writers who have
4 been deterred in the past, including all of the named plaintiffs, would have sought representation
5 from CAA. The number of individuals who have sought representation from CAA or who would
6 have sought representation but for CAA's discriminatory practices vastly exceeds the number of
7 openings on its client list. However, were it not for CAA's ageist policies or practices, many
8 older writers who have been deterred in the past, including many of the named plaintiffs, would
9 have obtained representation from CAA.

10 18. As a result of CAA's ageist practices, the ability of older writers as a class,
11 including all of the named plaintiffs, to compete for writing opportunities on an equal basis and
12 their ability to obtain such opportunities has been substantially impaired. As a further result, the
13 class as a whole, including each of the named plaintiffs, has suffered economic injury.

14 CAA's Unlawful Conduct Is In Reckless Disregard Of The Rights Of The Plaintiffs

15 19. The unlawful conduct of CAA described above was taken in reckless disregard of
16 the civil rights of plaintiffs and class members and, therefore, they are entitled to recover
17 punitive damages.

18 The Effect Of CAA's Ageist Practices On Specific Class Representatives

19 20. In 2000, when he was 53 years of age, plaintiff James Trombetta sought
20 representation from CAA by asking a younger writer who was a CAA client to give the agency a
21 copy of Trombetta's most recent script. Mr. Trombetta was fully qualified to become a client of
22 CAA, having written the TV shows "Star Trek: Voyager" and "Deep Space Nine," as well as the
23 feature film "Diplomatic Immunity." Despite his qualifications, CAA declined to represent him.
24 Upon information and belief, CAA filled all or almost all of the places that were available on its
25 client list at the time Mr. Trombetta sought representation with writers under the age of 40.

26 21. Since his attempt to secure representation from CAA was rebuffed, Mr.
27 Trombetta has been deterred from seeking representation from CAA. He reasonably believes
28

1 that, in light of his past experience with CAA and its well-deserved reputation for ageism, the
2 submission of any such “application” would be futile because of his age.

3 22. Prior to 1995, plaintiff Tracy Keenan Wynn was represented by CAA. Mr.
4 Wynn was fully qualified to remain a CAA client, having written in the past for numerous TV
5 shows, including “The Autobiography of Miss. Jane Pittman” and “Tribes,” and having received
6 two Emmy Awards and two WGA Awards for “Best Written TV Film.” In 1995, however, one
7 of CAA’s agents informed Mr. Wynn that “there’s nothing we can do for you” and CAA
8 terminated its relationship with him. Since that time, Mr. Wynn has been deterred from seeking
9 further representation from CAA. He reasonably believes that, in light of his past experience
10 with CAA and its well-deserved reputation for ageism, the submission of any such “application”
11 would be a futile gesture because of his age.

12 23. In September 1997, when he was 58 years old, plaintiff Rogers Turrentine sought
13 representation from CAA for purposes of obtaining opportunities writing for television and
14 feature films. Mr. Turrentine was fully qualified to be a client of CAA, having written in the
15 past for numerous TV shows, including “Cagney and Lacey,” “Hart to Hart,” “Knot’s Landing,”
16 “Magnum P.I.,” and “Homicide: Life in the Street.” Despite his qualifications, CAA declined to
17 represent him. Since that time, Mr. Turrentine has been deterred from seeking further
18 representation from CAA. He reasonably believes that, in light of his past experience with CAA
19 and its well-deserved reputation for ageism, the submission of any such “application” would be a
20 futile gesture because of his age.

21 24. In or about 1999, when he was 59 years of age, plaintiff Stephen Geller sought
22 representation from CAA for purposes of obtaining opportunities writing for television and
23 feature films. Mr. Geller was fully qualified to be a client of CAA, having written for several
24 TV miniseries, including “Warburg: A Man of Influence,” which won the Silver Bear Award for
25 best miniseries, and for several TV documentaries, including “Synanon,” which received the
26 Peabody Award; and having won a Writer’s Guild award nomination and the Cannes Film
27 Festival Jury Prize for his adaptation of Kurt Vonnegut’s “Slaughterhouse Five.” Despite his
28 qualifications, CAA declined to represent Mr. Geller. Upon information and belief, CAA filled

1 all or almost all of the places that were available on its client list at the time Mr. Geller sought
2 representation with writers under the age of 40.

3 25. Since Mr. Geller's attempt to secure representation from CAA was rebuffed, Mr.
4 Geller has been deterred from seeking representation from CAA. He reasonably believes that, in
5 light of his past experience with CAA and its well-deserved reputation for ageism, the
6 submission of any such "application" would be a futile gesture because of his age.

7 26. In 1999, when she was 49 years old, plaintiff Jeanne Davis applied to CAA for
8 purposes of securing TV and film writing opportunities. Ms. Davis was fully qualified to
9 become a CAA client, having written for years in the past for the TV series, "Dr. Quinn,
10 Medicine Woman." Despite her qualifications, CAA declined to represent her. Upon
11 information and belief, CAA filled all or almost all of the available places on its client list at the
12 time Ms. Davis sought representation with writers under the age of 40.

13 27. Since being rebuffed in 1999, Ms. Davis has been deterred from seeking further
14 representation with CAA. She reasonably believes that, in light of her past experience with CAA
15 and its well-deserved reputation for ageism, the submission of any such "application" would be a
16 futile gesture because of her age.

17 28. Since 1997, when he was 55 years of age, plaintiff Larry Grusin has made
18 numerous efforts to obtain representation, including with CAA, for purposes of obtaining
19 opportunities writing for television and feature films. Mr. Grusin is fully qualified to be a client
20 of CAA, having been represented by it in the past and having written for numerous TV shows in
21 the past, including "Soap," and having written more than ten television movies, including "When
22 the Circus Came to Town," and "Between Two Women," both of which received Emmy
23 nominations. Despite his qualifications, CAA declined to represent him. Upon information and
24 belief, CAA filled all or almost all of the places available on its client list at the time Mr. Grusin
25 sought representation with writers under the age of 40.

26 29. In the time since his most unsuccessful recent attempt to secure representation
27 from CAA, Mr. Grusin has been deterred from seeking representation with CAA. He reasonably
28

1 believes that, in light of his past experience with CAA and its well-deserved reputation for
2 ageism, the submission of any such “application” would be a futile gesture because of his age.

3 30. In approximately 1996, when he was 54 years old, plaintiff Allan Leicht sought
4 representation from CAA for purposes of obtaining opportunities writing for television and
5 feature films. Mr. Leicht was fully qualified to become a client of CAA, having written in the
6 past for TV shows, including “Kate and Allie,” and “Ryan’s Hope,” and for TV movies,
7 including “The Coed Call Girl,” and “Adam.” Despite his qualifications, CAA declined to
8 represent him. Since that time, Mr. Leicht has been deterred from seeking representation from
9 CAA. He reasonably believes that, in light of his past experience with CAA and its well-
10 deserved reputation for ageism, the submission of any such “application” would be a futile
11 gesture because of his age.

12 31. Since 1996, when he was 43 years of age, plaintiff Stephen Sharon has made
13 numerous efforts to obtain representation from talent agencies, including CAA, for purposes of
14 obtaining opportunities writing for television and feature films. Mr. Sharon is fully qualified to
15 be a client of CAA, having written the feature film “The Dead Pool” and a wide variety of
16 material for Sears Radio Theater and Mutual Radio Theater, and having been nominated for a
17 Writer’s Guild Award for his work on the radio drama, “Birdie.” Despite his qualifications,
18 CAA has declined to represent him. Upon information and belief, CAA filled all or almost all of
19 the openings on its client list at the time Mr. Sharon applied with writers under the age of 40.

20 32. Since his most recent rejected “application” to CAA, Mr. Sharon has been
21 deterred from seeking representation with CAA. He reasonably believes that, in light of his past
22 experience with CAA and its well-deserved reputation for ageism, the submission of any such
23 “application” would be a futile gesture because of his age.

24 33. On one or more occasions since 1998, when he was 75 years of age, plaintiff
25 Elroy Schwartz has sought representation from CAA purposes of obtaining opportunities writing
26 for television and feature films. Mr. Schwartz is fully qualified to become a client of CAA,
27 having written for numerous TV shows, including “Bewitched,” “Green Acres,” “Lucy,” “My
28 Three Sons,” “Police Woman,” and “The Virginian.” Despite his qualifications, CAA has

1 declined to represent him. Upon information and belief, CAA filled all or almost all of the
2 places that were available on its client list at the time Mr. Schwartz sought representation with
3 writers under the age of 40.

4 34. Since Mr. Schwartz's most recent attempt to secure representation from CAA,
5 Mr. Schwartz has been deterred from seeking representation from CAA. He reasonably believes
6 that, in light of his past experience with CAA and its well-deserved reputation for ageism, the
7 submission of any such "application" would be a futile gesture because of his age.

8 **Class Action Allegations**

9 36. Plaintiffs seek to maintain this action as a class action representing one or more
10 separate classes including any appropriate age-specific subclasses of similarly situated
11 individuals consisting of the following individuals:

12 All members and former members of the Writers Guild of America who are at
13 least age forty, except for persons who, throughout the limitations period as
14 determined by the Court, (a) have been "staff" members within the meaning of the
15 Writers Guild of America East, (b) have been "associate" members within the
16 meaning of the Writers Guild of America West, or (c) have been CAA employees
17 or agents involved in deciding which television writers CAA or its agents will
18 represent.

19 37. Ascertainability/Numerosity. The class is ascertainable in that it is comprised of
20 WGA members of a certain biological age. There are at least several thousand members of the
21 class and, therefore, it would be impracticable to bring all, or even a substantial percentage of,
22 such persons before the Court as individual plaintiffs.

23 38. Community of Interest/Typicality. The claims of the named plaintiffs are typical
24 of the claims of each member of the class they seek to represent because: (a) they have all been
25 subjected to the same company-wide policy or practice of age discrimination; (b) all of their
26 claims are based upon allegations that they have been adversely affected by that policy or
27 practice of age discrimination in that they, like the other class members, have been denied
28 representation to obtain television writing opportunities, and/or deterred from seeking

1 representation to obtain television writing opportunities with CAA; and (c) their claims are based
2 on the same legal theory or theories.

3 39. Community of Interest/Adequacy of Representation. The named plaintiffs are
4 adequate representatives of the class they seek to represent because: (a) they are willing and able
5 to represent the proposed class and have every incentive to pursue this action to a successful
6 conclusion; (b) their interests are not in any way antagonistic to those of the other class
7 members; and (c) they are represented by counsel experienced in litigating major class actions in
8 the field of employment discrimination.

9 40. Community of Interest/Commonality and Predominance. There are questions of
10 law and fact common to all members of the class, which predominate over any individual issues.
11 The overarching question of law and fact that is common to all members of the class is whether
12 CAA has adopted and/or maintained a policy or practice of discrimination in representation and
13 referral on the basis of age that has been generally applicable to the class of writers. Additional
14 questions of law and fact common to all members of the class include, but are not limited to:

- 15 • Whether statistically significant disparities exist between the number of
16 writers age forty or fifty and above that CAA has offered to represent
17 and/or referred for writing opportunities and the number of such
18 opportunities that it has extended to their younger counterparts;
- 19 • Whether the reason for those disparities is CAA's acceptance of invidious
20 ageist stereotypes;
- 21 • Whether, despite its awareness of a policy or practice of age
22 discrimination among CAA's agents, CAA's senior management has
23 failed to take steps necessary to correct such policy or practice;
- 24 • Whether CAA's policy or practice of age discrimination is in direct
25 violation of FEHA, §§ 51 and 51.5 of the Civil Code;
- 26 • Whether CAA's policy or practice of age discrimination has been
27 oppressive and/or in reckless disregard of the rights of writers age forty or
28

1 fifty and above for purposes of determining whether it is liable for
2 punitive damages;

- 3 • Whether the plaintiff class is entitled to class-wide declaratory, injunctive
4 and equitable relief, including backpay.

5 41. Community of Interest/Superiority. The class action vehicle is superior to other
6 available methods for the fair and efficient adjudication of the claims of the members of the
7 proposed class. The financial burden of proving that CAA has engaged in a pattern or practice of
8 age discrimination, and the threat of retaliation in the form of denial of future representation,
9 makes it virtually impossible for members of the class to prosecute their claims individually.
10 Indeed, despite the blatant and widespread nature of the discrimination at issue, not a single class
11 member has filed an individual age discrimination case against CAA. Thus, absent a class
12 action, CAA's practice of discrimination against older television writers may never be remedied
13 or abated.

14 **FIRST CAUSE OF ACTION:**

15 **DIRECT VIOLATION OF §§ 51 AND 51.5 OF THE CIVIL CODE**

16 42. The allegations set forth in Paragraphs 1 – 41 are realleged and incorporated by
17 reference.

18 43. The discriminatory policies or practices of CAA, as set forth in this Count, deny
19 plaintiffs and class members their right to equal business opportunity in willful and direct
20 violation of §§ 51 and 51.5 of the California Civil Code.

21 44. CAA has adopted and/or maintained a policy or practice of age discrimination in
22 business by, among other things, failing and refusing to contract for representation with (or to
23 otherwise transact business with) plaintiffs and class members or to refer them for writing
24 opportunities on the basis of age.

25 45. CAA's policy or practice of age discrimination reflects and furthers pervasive age
26 discrimination against plaintiffs and class members with respect to television writing
27 opportunities.

28 46. Plaintiffs and class members have, during the liability period, sought to obtain and

1 been refused, and/or been deterred from seeking to obtain representation from or otherwise
2 transact business with CAA for the purpose of obtaining writing opportunities, as a result of its
3 discriminatory business policies or practices.

4 47. CAA's discriminatory business policies or practices are intentional, deliberate,
5 oppressive, motivated by malice and/or in reckless and callous disregard for the rights of
6 plaintiffs and class members.

7 48. CAA's senior management has independently adopted, ratified, condoned, and
8 approved the discriminatory policies or practices of its employees.

9 49. As a result of CAA's discriminatory policies or practices as set forth in this Count,
10 plaintiffs and class members have suffered losses, including, but not limited to, loss of
11 employment and business and opportunities for employment and business and lost income.
12 Plaintiffs and class members are threatened with further injury that is irreparable in nature.

13 **SECOND CAUSE OF ACTION:**

14 **DIRECT VIOLATION OF FEHA FOR**

15 **CONDUCT OCCURRING SINCE JANUARY 1, 2003**

16 50. The allegations set forth in Paragraphs 1 – 49 are realleged and incorporated by
17 reference.

18 51. The discriminatory policies or practices of CAA, as set forth in this Count, deny
19 plaintiffs and class members their right to equal employment opportunity and their right to be
20 free from age discrimination in the provision of services and, hence, have been in violation of §
21 12940(k) and § 12948 of FEHA (the provisions governing aiding, inciting, or conspiring
22 excepted, for which no claim is made) since January 1, 2003.

23 52. CAA has adopted and/or maintained a policy or practice of age discrimination by,
24 among other things, failing and refusing to refer plaintiffs and class members for writing
25 opportunities on the basis of age, making communications that exclude and/or are intended to
26 exclude older writers from receiving CAA's services, making non-job related inquiries of writers
27 relating to age with the intent of denying them CAA's services on that basis, and otherwise
28 failing to take reasonable steps to prevent discrimination from occurring at CAA.

1 53. Plaintiffs and class members have, during the liability period, sought to obtain and
2 been refused, and/or been deterred from seeking to obtain representation from CAA for the
3 purpose of being referred for writing opportunities, as a result of its discriminatory policies or
4 practices.

5 54. CAA's discriminatory policies or practices are intentional, deliberate, oppressive,
6 motivated by malice and/or in reckless and callous disregard for the rights of plaintiffs and class
7 members.

8 55. CAA's senior management has independently adopted, ratified, condoned, and
9 approved the discriminatory policies or practices of its employees.

10 56. As a result of CAA's discriminatory policies or practices as set forth in this Count,
11 plaintiffs and class members have suffered losses since January 1, 2003, including, but not
12 limited to, loss of employment and business and opportunities for employment and business and
13 lost income. Plaintiffs and class members are threatened with further injury that is irreparable in
14 nature.

15 WHEREFORE, plaintiffs respectfully pray:

16 That the practices of CAA complained of herein be determined and adjudged to be in
17 violation of the statutes referenced above;

18 That a permanent prohibitory injunction be issued prohibiting CAA and its officers,
19 agents, employees, and successors from engaging in the employment and business practices
20 complained of herein;

21 That a permanent mandatory injunction be issued requiring that CAA adopt employment
22 and business practices in accord with the requirements of FEHA and §§ 51 and 51.5 of the Civil
23 Code;

24 That judgment be entered in favor of the plaintiffs and the class, either individually or on
25 a class-wide basis, and against CAA for backpay (including interest or appropriate inflation
26 factor), front pay, statutory damages, and all other amounts owed to plaintiffs and the class
27 members, all in amounts to be determined at trial;

28

1 That the plaintiffs and the class, either individually or on a class-wide basis, be awarded
2 punitive damages, all in amounts to be determined at trial;

3 That the plaintiffs and the class be awarded such other and further legal and equitable
4 relief as may be found appropriate and as the Court may deem just or equitable;

5 That the plaintiffs and the class be granted attorneys' fees, experts' fees, and the costs
6 and expenses of this litigation;

7 That the Court retain jurisdiction over CAA until such time as it is satisfied that the
8 defendant has remedied the practices complained of and is determined to be in full compliance
9 with the law.

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs hereby demand a trial by jury on all issues triable to jury under governing law.
13

14 Dated: _____, 2010

15
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