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FILED
Superior Court of California
County of Los Angeles

DEC 11 2017

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

6 Attorneys for Defendant and Cross-Complainant
Bloom Hergott Diemer Rosenthal LaViolette
7 Feldman Schenkman & Goodman, LLP and
Defendant Jacob A. Bloom

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JOHN C. DEPP, II, SCARAMANGA
11 BROS., INC., a California corporation;
L.R.D. PRODUCTIONS, INC., a
12 California corporation, INFINITUM
NIHIL, a California corporation,

13 Plaintiffs,

14 vs.

15 BLOOM HERGOTT DIEMER ROSENTHAL
16 LAVIOLETTE FELDMAN SCHENKMAN &
GOODMAN, LLP, JACOB A. BLOOM, and
17 DOES 1-30,

18 Defendants.

CASE NO.: BC680066

**DEFENDANT AND CROSS-
COMPLAINANT BLOOM HERGOTT
DIEMER ROSENTHAL LAVIOLETTE
FELDMAN SCHENKMAN & GOODMAN,
LLP'S CROSS-COMPLAINT**

Complaint Filed: October 17, 2017
Trial Date: None set
Disc. Cut-Off: None set

Honorable Terry A. Green

20 BLOOM HERGOTT DIEMER ROSENTHAL
LAVIOLETTE FELDMAN SCHENKMAN &
21 GOODMAN, LLP,

22 Cross-Complainant,

23 vs.

24 JOHN C. DEPP, II, SCARAMANGA
BROS., INC., a California corporation;
25 L.R.D. PRODUCTIONS, INC., a
California corporation, INFINITUM
26 NIHIL, a California corporation, and DOES 1-30

27 Cross-Defendants.

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

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REED SMITH LLP
A limited liability partnership formed in the State of Delaware

12/13/2017

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Cross-Complainant Bloom Hergott Diemer Rosenthal LaViolette Feldman Schenkman & Goodman, LLP, alleges this Cross-Complaint against Cross-Defendants John C. Depp, II, Scaramanga Bros., Inc., L.R.D. Productions, Inc., and Infinitum Nihil (“Cross-Defendants”) as follows:

THE PARTIES

1. Cross-Complainant Bloom Hergott Diemer Rosenthal LaViolette Feldman Schenkman & Goodman, LLP (“Bloom Hergott”) is a California limited liability partnership with its principal place of business in the County of Los Angeles, California.

2. Cross-Defendant John C. Depp, II (“Depp”) is a natural person and a resident of the County of Los Angeles, California.

3. Cross-Defendant Scaramanga Bros., Inc. (“Scaramanga”) is a California Corporation with its principal place of business in the County of Los Angeles, California.

4. Cross-Defendant L.R.D. Productions, Inc. (“LRD”) is a California Corporation with its principal place of business in the County of Los Angeles, California.

5. Cross-Defendant Infinitum Nihil is a California Corporation with its principal place of business in the County of Los Angeles, California.

6. Cross-Complainant is informed and believes, and on that basis alleges, that the fictitiously named Cross-Defendants sued herein as DOES 1-30 (“Doe Defendants”), and each of them, are in some manner responsible or legally liable for the actions, events, transactions, and circumstances alleged herein. The true names and capacities of such fictitiously-named Doe Defendants, whether individual, corporate, associate or otherwise, are presently unknown to Cross-Complainant, and Cross-Complainant will assert the true names and capacities of such fictitiously-named Doe Defendants when the same have been ascertained.

JURISDICTION AND VENUE

7. This Court has jurisdiction over all causes of action asserted herein pursuant to the Constitution of the State of California, Article VI, Section 10.

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1 8. This Court has personal jurisdiction over the Cross-Defendants who engaged in
2 conduct giving rise to the claims stated herein at locations in the State of California and the County
3 of Los Angeles.

4 9. Venue is proper in this Court pursuant to California Code of Civil Procedure Section
5 395(a).

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

7 10. Beginning in 1999, Bloom Hergott or its predecessors provided entertainment-related
8 legal services to Cross-Defendants.

9 11. Cross-Defendants orally agreed they would pay Bloom Hergott a fixed percent of
10 their gross entertainment income, whenever received.

11 12. Bloom Hergott represented Cross-Defendants on dozens of matters and spent
12 thousands of hours working on their behalf, and Cross-Defendants paid the fixed percent of their
13 gross entertainment income for many years.

14 13. Cross-Defendants continued to request and receive entertainment-related legal
15 services from Bloom Hergott and continued to direct fee payments to Bloom Hergott under the
16 agreement between Cross-Defendants and Bloom Hergott through July 2017.

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18 **FIRST CAUSE OF ACTION**

19 **(For Breach of Contract Against All Cross-Defendants)**

20 14. Bloom Hergott re-alleges by reference each and every allegation contained in
21 Paragraphs 1 through 13 of this Cross-Complaint as if set forth fully herein.

22 15. An oral agreement existed between Bloom Hergott and Cross-Defendants under
23 which Cross-Defendants agreed to pay a fixed percent of their gross entertainment income to Bloom
24 Hergott whenever the income was received, in exchange for Bloom Hergott's entertainment-related
25 legal services.

26 16. Cross-Defendants continued to request and accept legal services on matters from
27 Bloom Hergott through July 2017.

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1 17. Bloom Hergott performed all obligations to Cross-Defendants except those
2 obligations Bloom Hergott was prevented or excused from performing.

3 18. Cross-Defendants ratified their agreement with Bloom Hergott by continuing to
4 accept legal services and by continuing to pay Bloom Hergott through July 2017.

5 19. Cross-Defendants have breached the agreement by failing and refusing to pay Bloom
6 Hergott.

7 20. Bloom Hergott has been damaged by Cross-Defendants' breaches in an amount to be
8 proved at trial, plus interest.

9 **SECOND CAUSE OF ACTION**

10 **(Common Count For Quantum Meruit Against All Cross-Defendants)**

11 21. Bloom Hergott re-alleges by reference each and every allegation contained in
12 Paragraphs 1 through 20 of this Cross-Complaint as if set forth fully herein.

13 22. In the event the fee agreement between Bloom Hergott and Cross-Defendants is
14 deemed unenforceable by the Court, Bloom Hergott alternatively seeks the reasonable value of its
15 legal services provided to Cross-Defendants.

16 23. Bloom Hergott has been damaged, and continues to be damaged, to the extent the
17 parties' fee agreement is not enforced and Cross-Defendants have not paid the reasonable value of
18 the legal services that Bloom Hergott provided to Cross-Defendants, in an amount to be proven at
19 trial, plus interest.

20 **THIRD CAUSE OF ACTION**

21 **(For Declaratory Relief Against All Cross-Defendants)**

22 24. Bloom Hergott re-alleges by reference each and every allegation contained in
23 Paragraphs 1 through 23 of this Cross-Complaint as if set forth fully herein.

24 25. A controversy exists between Bloom Hergott and Cross-Defendants relating to the
25 legal rights and duties of the parties. As alleged at Paragraph 104 of the seventh cause of action of
26 their Complaint, Cross-Defendants seek a declaration regarding the voidability of the fee agreement
27 between Bloom Hergott and Cross-Defendants and Cross-Defendants' entitlement to disgorgement
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1 of fees paid.

2 26. Bloom Hergott agrees that a controversy exists between it and Cross-Defendants
3 regarding these issues. Bloom Hergott seeks the mirror image of Cross-Defendants' seventh cause
4 of action for a declaratory judgment pursuant to *Ludgate Ins. Co. v. Lockheed Martin Corp.*, 82 Cal.
5 App. 4th 592, 609 (2000).

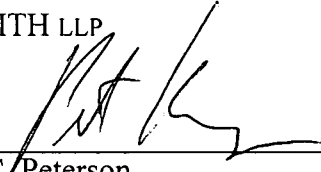
6 27. Specifically, Bloom Hergott seeks a declaration that the fee agreement between
7 Cross-Defendants and Bloom Hergott be declared valid and enforceable and a declaration that
8 Bloom Hergott is not required to disgorge any fees paid by Cross-Defendants for legal services that
9 Bloom Hergott provided.

10 **PRAYER FOR RELIEF**

11 WHEREFORE. Cross-Complainant Bloom Hergott Diemer Rosenthal LaViolette Feldman
12 Schenkman & Goodman, LLP prays for judgment on the Cross-Complaint as follows:

- 13 1. For compensatory damages according to proof;
- 14 2. For declaratory relief;
- 15 3. For interest as allowed by law;
- 16 4. For the costs of suit incurred;
- 17 5. For any further relief that the Court deems proper.

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19 DATED: December 11, 2017

20 REED SMITH LLP
21
22 By: 
23 Kurt C. Peterson
24 Peter J. Kennedy
25 Mathew M. Wrenshall
26 Attorneys for Defendant and Cross-Complainant
27 Bloom Hergott Diemer Rosenthal LaViolette
28 Feldman Schenkman & Goodman, LLP, and
Defendant Jacob A. Bloom

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PROOF OF SERVICE

John C. Depp, II, et al v. Bloom, et al.
Los Angeles Superior Court Case No. BC680066

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 355 South Grand Avenue, Suite 2900 Los Angeles, CA 90071. On December 11, 2017, I served the following document(s) by the method indicated below:

**DEFENDANT AND CROSS-COMPLAINANT BLOOM HERGOTT DIEMER
ROSENTHAL LAVIOLETTE FELDMAN SCHENKMAN & GOODMAN, LLP'S
CROSS - COMPLAINT**

by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 11, 2017, at Los Angeles, California.


Mary Hong