

ORIGINAL

FILED
LOS ANGELES SUPERIOR COURT

AUG 27 2007

JOHN A. CLARKE, CLERK

BY EDUARDO CHANES, DEPUTY

Case assigned to Judge *D. 23*
TRIA ANN BICKEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

1 Alan Harris (SBN 146079)
2 David Zelenski (SBN 231768)
3 Matthew E. Kavanaugh (SBN 239961)
4 HARRIS & RUBLE
5 5455 Wilshire Boulevard, Suite 1800
6 Los Angeles, California 90036
7 Telephone: 323.931.3777
8 Facsimile: 323.931.3366

Attorneys for Plaintiff
CAMILLE CERIO

CAMILLE CERIO, an individual,
Plaintiff,

v.

MATT LeBLANC, an individual;
LeBLANC ENTERPRISES, LTD., a
business entity; and DOES 1 to 25,
inclusive,
Defendants.

Case No: BC376619

VERIFIED COMPLAINT

1. Request
2. Breach of
3. Cal. Bus. § 17200 et

[DEMAND FOR

COMES NOW Plaintiff CAMILLE CERIO ("CERIO"). or her ce action
against Defendants MATT LeBLANC and LeBLANC ENTERPRISES, LTD., CERIO
alleges as follows:

GENERAL ALLEGATIONS

(1) At all times relevant herein, MATT LeBLANC has been and now is a reside
of the County of Los Angeles, State of California.

(2) From in or about 1991 to in or about February 2000, and again from in or
about 2002 to the present, CERIO has been and a resident of the County of Los An
State of California.

(3) Plaintiff is informed, believes, and thereupon alleges that LeBLANC
ENTERPRISES, LTD. ("ENTERPRISES") is now and at all relevant times herein has

1 been a business entity formed and entirely owned by MATT LeBLANC ("LeBLANC")
2 and utilized by LeBLANC as a vehicle for promoting his services as an actor and for
3 managing the income derived from such services. Plaintiff is informed, believes, and
4 thereupon alleges that, at all relevant times herein, ENTERPRISES has had its principal
5 place of business within the County of Los Angeles, State of California, and is the alter
6 ego of LeBLANC, with no separate existence from him.

7 (4) Defendants DOE 1 through and including DOE 25 are sued herein under the
8 provisions of Code of Civil Procedure section 474. Plaintiff is unaware of the true
9 names, identities, and capacities, whether individual, corporate, or otherwise, of said
10 fictitiously named Defendants, but leave of court will prayed to amend this Complaint to
11 insert the same herein when finally ascertained. Plaintiff is informed, believes, and
12 thereupon alleges that each of said fictitiously named Defendants is liable to Plaintiff in
13 regard to the matters hereinafter more particularly set forth.

14 (5) For a period of time prior to 1996, CERIO, acting under her own name or by
15 and through CMC Management—a fictitious business name for CERIO—performed
16 services for LeBLANC and ENTERPRISES in regard to managing LeBLANC's
17 professional career, as well as managing the careers of others in the entertainment
18 industry. In exchange for her services, LeBLANC and ENTERPRISES paid a
19 commission to CERIO of the gross compensation received by LeBLANC and
20 ENTERPRISES. Attached hereto as Exhibit 1 is a copy of a contract, dated April 4,
21 1994, that is signed by LeBLANC and that memorializes this arrangement with respect
22 to the television series "'Friends Like Us' and subsequent jobs derived." (Ex. 1.)

23 (6) Attached hereto as Exhibit 2 is a copy of a document, dated August 19, 1994,
24 that is signed by LeBLANC's attorney Geoffry Oblath and that explains that, during the
25 relevant time period, CERIO was LeBLANC's manager. Mr. Oblath had been
26 introduced to LeBLANC by CERIO in furtherance of her efforts to secure legal
27 representation for LeBLANC.

28 (7) Toward the end of 1995, LeBLANC and ENTERPRISES directed that CERIO

1 would no longer be required to provide management services for LeBLANC or
2 ENTERPRISES after 1995. Nevertheless, LeBLANC continued to communicate with
3 CERIO to seek her advice concerning the management of his career from late 1995 to in
4 or about May 1998.

5 (8) CERIO, either directly or through CMC Management, was entitled to receive
6 periodic payments for as long as LeBLANC or ENTERPRISES continued to receive
7 income from "Friends" or from derivatives of "Friends," such as the spin-off program
8 "Joey." (See Ex. 1.) The last of these periodic payments was made in the year 2000.

9 (9) Since the 2000 payment referred to in Paragraph 8, LeBLANC and
10 ENTERPRISES have failed to make any further payments. LeBLANC, acting on his
11 own behalf and on behalf of ENTERPRISES, has represented to Plaintiff orally that he
12 would furnish an accounting of the money owed to Plaintiff and that the balance of such
13 money would be paid to her. Such representation was made in approximately October
14 2006.

15 (10) On March 22, 2007, CERIO entered into an agreement with LeBLANC and
16 ENTERPRISES that tolled "the statute of limitations applicable to any claim of CERIO
17 against LEBLANC [where 'LEBLANC' is a defined term that collectively refers to
18 LeBLANC and ENTERPRISES]." A copy of that agreement is attached hereto as
19 Exhibit 3.

20 FIRST CAUSE OF ACTION

21 (Request for Accounting)

22 (11) Plaintiff re-pleads, re-alleges, and incorporates herein by reference each and
23 every allegation set forth in the preceding Paragraphs of this Complaint.

24 (12) The payments to Plaintiff were to be made as either LeBLANC or
25 ENTERPRISES received compensation. Accordingly, Plaintiff's right to an accounting
26 and to payments due accrued when LeBLANC or ENTERPRISES received
27 compensation.

28 (13) The balance due Plaintiff cannot be ascertained without an accounting.

1 Accordingly, Plaintiff is entitled to an order of this Court compelling Defendants to
2 make a full and complete accounting of all funds received by them under their contracts
3 in regard to the "Friends" production. In addition, Plaintiff is entitled to an accounting
4 with respect to funds received by Defendants under contracts in regard to the television
5 program "Joey," which program was a spin-off of "Friends."

6 **SECOND CAUSE OF ACTION**

7 (Breach of Contract)

8 (14) Plaintiff re-pleads, re-alleges, and incorporates by reference each and every
9 allegation set forth in the preceding Paragraphs of this Complaint.

10 (15) A separate breach of contract occurred each time that LeBLANC or
11 ENTERPRISES failed to pay Plaintiff the money due her since 2000.

12 (16) Plaintiff cannot allege the precise amount of damages owed to her for each
13 breach of contract, but Plaintiff is informed, believes, and thereupon alleges that the total
14 is in excess of one-million dollars (\$1,000,000).

15 **THIRD CAUSE OF ACTION**

16 (Cal. Bus. & Prof. Code § 17200 *et seq.*)

17 (17) Plaintiff repleads, realleges, and incorporates by reference each and every
18 allegation set forth in the preceding Paragraphs of this Complaint.

19 (18) Plaintiff is suing in her individual capacity, as she has suffered direct harm
20 from the unfair business practices herein alleged.

21 (19) Beginning at an exact date unknown to Plaintiff, Defendants have
22 committed acts of unfair business practice as defined in California Business and
23 Professions Code section 17200 *et seq.* by failing to provide compensation to Plaintiff as
24 promised.

25 (20) Under section 17200 *et seq.*, this Court is authorized to enter such judgment
26 or order as may be necessary to restore to any person in interest the money or property
27 acquired by Defendants through their unlawful and unfair business practices.

28 (21) Plaintiff is, therefore, entitled to a judgment of this Court requiring

1 Defendants to pay to Plaintiff the unpaid compensation to which she was and is entitled
2 but which has been denied her by reason of Defendants' conduct alleged herein.

3 (22) Plaintiff has no plain, speedy, or adequate remedy at law, inasmuch as
4 Defendants, unless enjoined by an order of this Court, will continue to violate
5 systematically the provisions of sections 17200 *et seq.*

6 (23) Accordingly, injunctive relief is proper and necessary pursuant to section
7 17203 of the California Business and Professions Code.

8 (24) Pursuant to section 17205 of the California Business and Professions Code,
9 the remedies and penalties provided by section 17200 *et seq.* are cumulative to the
10 remedies and penalties available under all other laws of this state.

11 **WHEREFORE**, Plaintiff prays for relief as follows:

12 (1) That the Court enter an order requiring Defendants to render a true and
13 accurate accounting to Plaintiff as to all funds received from them under their contracts
14 for "Friends" and "Joey" from January 1, 1995, to date;

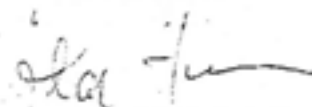
15 (2) That, upon the furnishing of such accounting, the Court enter judgment in
16 favor of Plaintiff and against Defendants for the sums found to be due her, plus
17 appropriate interest; and

18 (3) That the Court award Plaintiff her costs of suit incurred herein and such
19 other and further relief as it may deem fit and proper.

20 (4) Plaintiff demands a trial by jury as to all causes of action.

21
22 DATED: August 27, 2007

HARRIS & RUBLE




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24
25 ALAN HARRIS
Attorneys for Plaintiff

VERIFICATION

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I am Plaintiff in the above-captioned matter, I have read the foregoing Complaint and know the contents thereof, and the same is true of my own knowledge, except as to matters therein stated on information and belief, and, as to those matters, I believe them to be true.

I certify and declare under penalty of perjury that the foregoing is true and correct.
Executed August 26, 2007, in the County of Los Angeles, State of California.

 _____

Camille Cerio



FULL ° CIRCLE WEST

April 4, 1994

Mr. Chris Barrett
METROPOLITAN
4526 Wilshire Blvd.
L.A., CA 90010

RE: CHECK AUTHORIZATION

Dear Chris:

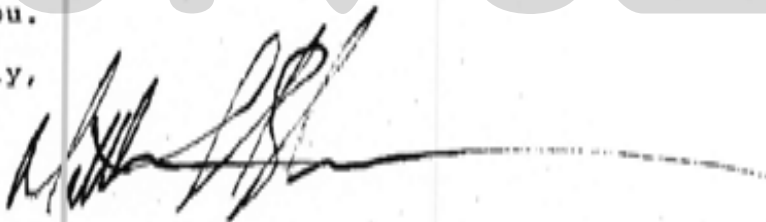
Please note that once work is procured for myself, MATT LeBLANC, and you deduct your 10% commission due METROPOLITAN TALENT, a check in the amount of 15% of the gross compensation for pilot and series derived from "Friends Like Us" and subsequent jobs derived henceforth should be made payable and sent to:

FULL CIRCLE MGMT
8833 Sunset Blvd PH E2
L.A, CA 90069
ATTN: CAMILLE CERIO
MARCO CUADROS

In addition, the balance of funds and corresponding deductions should be forwarded to my business mgr at the below listed address.

Thank you.

Sincerely,



Matt LeBlanc

cc: Camille M. Cerio
Marco Cuadros
Jason Solomon
Patti Falter, esq.

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

A PROFESSIONAL CORPORATION

1888 CENTURY PARK EAST

18TH FLOOR

LOS ANGELES, CALIFORNIA 90067-1722

TELEPHONE

(310) 553-0305

FACSIMILE

(310) 553-5036

OF COUNSEL

RONALD J. BASS

GERALDINE S. HEMMERLING

August 19, 1994

OUR FILE

SUSAN C. ADAMSON*
ALLAN L. ALEXANDER
ARTHUR O. ARMSTRONG
KARL R. AUSTEN
JOSEPH D'ONOFRIO
ALAN J. EPSTEIN
J. GUNNAR ERICKSON
ROBERT S. GETMAN
GEORGE T. HAYUM*
BARRY L. HIRSCH*
JAMES R. JACKOWAY*
JONATHAN D. KAUFELT*
LISA K. LAURSEN
JAMES C. MANDELBAUM*
MARCY S. MORRIS
MICHELE M. MULROONEY
GEOFFREY W. OBLATH
ELIZABETH M. PONGRACIC
ROBERT L. STULBERG
BARRY W. TYERMAN
ROBERT S. WALLERSTEIN
ERIC C. WEISSLER*
ALAN S. WERTHEIMER

*ALSO ADMITTED IN NEW YORK

Full Circle Management, Inc.
8833 Sunset Blvd.
Los Angeles, CA 90069
Attention: Howard Solomon

Re: MATT LEBLANC

Gentlemen:

This firm represents Matt LeBlanc and LeBlanc Enterprises, Ltd. Bradley Ross has forwarded to us a copy of your August 17, 1994 communication to him regarding our clients.

Please be advised that no agreement exists between Full Circle Management and our clients with respect to management, the payment of commissions, or otherwise. Full Circle Management has no right to represent itself to the public as Mr. LeBlanc's managers and we hereby demand that you cease and desist of and from any such representations. Further, if and to the extent that Full Circle Management may have entered into an agreement with Camille Cerio with respect to the splitting of management commissions, such is a matter strictly between yourselves and Ms. Cerio.

Please be advised that any actions by you which impugn the good name and reputation of our clients (including, without limitation, the notification of credit rating bureaus of a nonexistent debt or the filing of groundless legal actions as you threaten by your communication to Mr. Ross) or holding yourselves out as our clients' representatives will be a serious and material violation of our clients' rights. In this regard, we hereby reserve on behalf of our clients any and all rights and remedies that they may now or hereafter have at law, in equity or

Mr. Howard L. Solomon
August 19, 1994
Page 2

otherwise with respect to these matters, including the right to seek compensatory and exemplary damages and equitable relief.

Very truly yours,


Geoffrey W. Oblath

GWO:db818-5

cc: Mr. Matt LeBlanc
Ms. Canille Cerio
Mr. Brad Ross

TMZ.com

STATUTE-OF-LIMITATIONS TOLLING AGREEMENT

This agreement is entered into as of March 22, 2007, by and between CAMIELLE CERIO and CMC MANAGEMENT, on the one hand (collectively, "CERIO"), and MATT LEBLANC and LEBLANC ENTERPRISES, LTD., on the other hand (collectively, "LEBLANC").

CERIO and LEBLANC hereby agree that the statute of limitations applicable to any claim of CERIO against LEBLANC, assuming that such a claim does in fact exist, is tolled effective March 22, 2007, pending the revocation of this agreement, which revocation can only be made with seventy-two (72) hours notice.

Dated: March ~~23~~ 2007

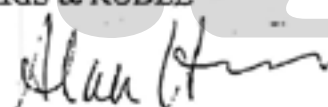
LINER YANKELEVITZ SUNSHINE &
REGENSTREIF LLP



Joseph R. Taylor
Attorneys for Matt LeBlanc and LeBlanc
Enterprises, Ltd.

Dated: March ~~23~~ 2007

HARRIS & RUBLE



Attorney for Camielle Cerio and CMC
Management

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

MATT LeBLANC, an individual; **LeBLANC ENTERPRISES, LTD**, a business entity; and **DOES 1 to 25**, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CAMILLE CERIO, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

LOS ANGELES SUPERIOR COURT

AUG 27 2007

JOHN A. CLARKE, CLERK

BY EDUARDO CHANES, DEPUTY

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
111 North Hill Street, Los Angeles, California 90012

CASE NUMBER:
(Número del Caso): **BC376619**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Alan Harris, HARRIS & RUBLE, 5455 Wilshire Boulevard, Suite 1800, Los Angeles, California 90036, tel. (323) 931-3777

DATE: **AUG 27 2007** **John A. Clarke** Clerk, by _____ Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)). **EDUARDO CHANES**



- NOTICE TO THE PERSON SERVED: You are served**
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify):
- under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 by personal delivery on (date):