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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 FAVOR THE ARTIST, INC., a
14 California corporation,

15 Plaintiff,

16 v.

17 PAULINA RUBIO, an individual; and
18 DOES 1 through 100, inclusive,

19 Defendants.

) CASE NO.

) COMPLAINT FOR:

1. BREACH OF WRITTEN
CONTRACT
2. BREACH OF ORAL CONTRACT
3. FRAUDULENT INDUCEMENT
4. QUANTUM MERUIT
5. ACCOUNTING

20 Plaintiff FAVOR THE ARTIST, INC. (hereinafter "Plaintiff") hereby alleges as follows:

21 **INTRODUCTION**

22 1. Defendant Paulina Rubio (hereinafter "Rubio") is a talented and famous recording
23 artist, who has been managed by some of the best personal managers in the world.
24 Unfortunately, she has routinely and consistently failed to pay those managers (and many of her
25 other representatives). This is yet another lawsuit to recover commissions that are owed by
26 Rubio.

27 2. Plaintiff originally agreed to act as Rubio's manager because she promised him
28 that she had changed, and that she was a different person from the one whose reputation was to
be very difficult. However, in truth, she had not changed at all, and was still the same person.

1 Plaintiff nevertheless worked tirelessly as Rubio's manager for over a year, only to be given
2 notice of termination by Rubio on Thanksgiving Day, 2018.

3
4 **GENERAL ALLEGATIONS**

5 3. Plaintiff is a corporation, organized and existing under the laws of the State of
6 California, and is licensed to do, and has been doing, business in the State of California, County
7 of Los Angeles. Plaintiff is, among other things, a personal management company dedicated to
8 the management of the careers of certain recording artists and performers.

9 4. Defendant Paulina Rubio (hereinafter "Rubio") is, and at all times herein
10 mentioned was, an individual, residing in the State of California, County of Los Angeles. Rubio
11 is a successful recording artist and performer in the entertainment industry, and a former
12 management client of Plaintiff.

13 5. Plaintiff is informed and believes and, based upon such information and belief,
14 alleges that DOES 1 through 50 are, and at all times herein mentioned were, corporations,
15 partnerships, or other business entities, which were and are legally responsible and liable for the
16 acts and events referred to in this Complaint.

17 6. Plaintiff is informed and believes and, based upon such information and belief,
18 alleges that DOES 51 through 100 are, and at all times herein mentioned were, individuals, who
19 were and are legally responsible and liable for the acts and events referred to in this Complaint.

20 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
21 DOES 1 through 100, inclusive, and therefore sues said Defendants under such fictitious names.
22 Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when
23 the same have been ascertained.

24 8. Plaintiff is informed and believes and, based upon such information and belief,
25 alleges that Defendants, and each of them, were the alter egos, agents, employees, partners,
26 joint-venturers, co-conspirators, owners, principals, and employers of the remaining Defendants,
27 and each of them, and are, and at all times herein mentioned were, acting within the course and
28 scope of that agency, employment, partnership, conspiracy, ownership, or joint-venture.

1 Plaintiff is further informed and believes and, based upon such information and belief, alleges
2 that the acts and conduct herein alleged of each such Defendant were known to, authorized by,
3 and/or ratified by the other Defendants, and each of them.

4
5 **FIRST CAUSE OF ACTION**

6 **(For Breach of Written Contract -- Against Defendant Rubio)**

7 9. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through
8 8, inclusive, hereinabove.

9 10. On or about February 22, 2018, Plaintiff entered into a written management
10 agreement (hereinafter the "Written Agreement") with Rubio for the term of one year, whereby
11 Plaintiff was to perform personal management services for Rubio, in return for which Rubio was
12 to pay to Plaintiff 15% of her gross compensation for all entertainment related employment, with
13 the exception of touring compensation. It was agreed that Plaintiff would be paid 10% of
14 Rubio's gross compensation for all touring-related employment, with the exception that Plaintiff
15 would be paid 8.5% of Rubio's gross compensation for touring-related employment in Mexico.

16 11. Plaintiff has performed all of the covenants, conditions, and obligations that were
17 required on its part to be performed under the Written Agreement, except insofar as such
18 performance was waived, prevented, or excused by the acts or omissions of Rubio. In particular,
19 Plaintiff performed personal management services to Rubio in an exemplary manner, and
20 furthered Rubio's career substantially.

21 12. Rubio has materially breached the aforementioned Written Agreement by, among
22 other things, failing to pay to Plaintiff the amounts that they owed to Plaintiff in accordance with
23 the Written Agreement. Notwithstanding countless attempts by Plaintiff to resolve this matter,
24 Rubio has continued to fail and refuse to pay to Plaintiff any of the balance that is owed to
25 Plaintiff.

26 13. As a direct and proximate result of the aforementioned breaches by Rubio, as
27 alleged herein, Plaintiff has been damaged in an amount which has yet to be ascertained,
28 including consequential and incidental damages, which amount is in excess of Two Hundred

1 Thirty Five Thousand Dollars (\$235,000.00), including reimbursable expenses, together with
2 interest thereon at the legal rate of ten percent (10%) per annum.

3
4 **SECOND CAUSE OF ACTION**

5 **(For Breach of Oral Contract -- Against Defendant Rubio)**

6 14. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through
7 8, inclusive, and 10 through 11, inclusive, hereinabove.

8 15. On or about February 22, 2018, Plaintiff and Rubio entered into an oral agreement
9 on the same terms and conditions as the aforementioned Written Agreement (hereinafter together
10 the "Agreement").

11 16. Plaintiff has performed all of the covenants, conditions, and obligations that were
12 required on its part to be performed under the Agreement, except insofar as such performance
13 was waived, prevented, or excused by the acts or omissions of Rubio.

14 17. Rubio has breached the aforementioned Agreement by, among other things,
15 terminating the Agreement three months before the end of its term, and failing and refusing to
16 pay to Plaintiff any of the amounts owed to it.

17 18. As a direct and proximate result of the aforementioned breaches by Rubio, as
18 alleged herein, Plaintiff has been damaged in an amount which has yet to be ascertained,
19 including consequential and incidental damages, which amount is in excess of Two Hundred
20 Thirty Five Thousand Dollars (\$235,000.00), including reimbursable expenses, together with
21 interest thereon at the legal rate of ten percent (10%) per annum.

22
23 **THIRD CAUSE OF ACTION**

24 **(For Fraudulent Inducement – Against All Defendants)**

25 19. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through
26 8, inclusive, 10 through 11, inclusive, and 15 through 16, inclusive, hereinabove.

27 20. In or about February of 2018, Defendants, and each of them, represented to
28 Plaintiff that Defendant Rubio would comply with the express terms of the aforementioned

1 Agreement.

2 21. Such representation was made by Defendants, and each of them, with the intent to
3 induce Plaintiff to perform personal management services on behalf of Rubio.

4 22. At the time that Defendants, and each of them, made such representations, Plaintiff
5 believed those representations to be true, and was ignorant of Defendants' secret intention not to
6 perform and to deprive Plaintiff of the benefits of the Agreement. Plaintiff could not, in the
7 exercise of reasonable diligence, have discovered Defendants' secret intentions.

8 23. The true facts were that Defendants had no intention of performing the promises,
9 conditions, and obligations that were both expressed and implied in the Agreement, and intended
10 to enjoy the benefits of Plaintiff's representation without having to pay therefor.

11 24. In justifiable reliance on the aforementioned representations of Defendants, and
12 each of them, Plaintiff performed the aforementioned personal management services on behalf
13 of Rubio, among other things constructing a 5-year plan for her career, and orchestrating the
14 release of her album, which no other manager had been able to do for her for the previous five
15 years.

16 25. As a direct and proximate result of the aforementioned conduct by Defendants, and
17 each of them, as alleged herein, Plaintiff has been damaged in an amount that has yet to be
18 ascertained, including consequential and incidental damages, which amount is in excess of Two
19 Hundred Thirty Five Thousand Dollars (\$235,000.00), including reimbursable expenses,
20 together with interest thereon at the legal rate of ten percent (10%) per annum.

21 26. The aforementioned acts, among others, of Defendants, and each of them, of
22 which an officer, director and/or managing agent had advance knowledge and/or ratified said
23 wrongful conduct, were done intentionally or with a conscious disregard of Plaintiff's rights, and
24 with the intent to vex, injure or annoy Plaintiff such as to constitute oppression, fraud, or malice,
25 thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate to punish or
26 set an example of Defendants, and each of them, and to deter such conduct in the future, which
27 amount will be proved at trial.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **(For Quantum Meruit -- Against Defendant Rubio)**

3 27. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through
4 8, inclusive, 10 through 11, inclusive, and 15 through 16, inclusive, hereinabove.

5 28. Plaintiff has performed countless hours of personal management services on behalf
6 of Defendant Rubio.

7 29. Plaintiff is entitled to recover from Rubio, the reasonable value of those services,
8 which is, at the very minimum, equal to the amount that Plaintiff has charged Rubio for such
9 services, or at least \$235,000.00, including reimbursable expenses, together with interest thereon
10 at the legal rate of ten percent (10%) per annum.

11
12 **FIFTH CAUSE OF ACTION**

13 **(For An Accounting -- Against All Defendants)**

14 30. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through
15 8, inclusive, 10 through 11, inclusive, 15 through 16, inclusive, 20 through 24, inclusive, and 28,
16 hereinabove.

17 31. In accordance with the Agreement, Plaintiff is entitled to a full and complete
18 accounting of all of the books and records that are maintained by Defendants, and each of them,
19 in connection with their gross earnings in the entertainment industry.

20 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
21 follows:

22 **AS TO THE FIRST CAUSE OF ACTION:**

23 1. For compensatory damages in an amount to be proved at trial, but at least
24 \$235,000.00, together with interest thereon at the maximum legal rate;

25
26 **AS TO THE SECOND CAUSE OF ACTION:**

27 2. For compensatory damages in an amount to be proved at trial, but at least
28 \$235,000.00, together with interest thereon at the maximum legal rate;

1 **AS TO THE THIRD CAUSE OF ACTION:**

2 3. For compensatory damages in an amount to be proved at trial, but at least
3 \$235,000.00, together with interest thereon at the maximum legal rate;

4 4. For exemplary and punitive damages in an amount sufficient to punish or set an
5 example of Defendants, and each of them, which amount will be proved at trial.

6
7 **AS TO THE FOURTH CAUSE OF ACTION:**

8 5. For the reasonable value of Plaintiff's services, in light of the amount of time that
9 Plaintiff devoted to Rubio's career, in an amount to be proved at trial, but at least \$235,000.00,
10 together with interest thereon at the maximum legal rate;

11
12 **AS TO THE FIFTH CAUSE OF ACTION:**

13 6. For a full and complete accounting of all books and records maintained by
14 Defendants, and each of them, in connection with their gross earnings in the entertainment
15 industry.


16
17 **AS TO ALL CAUSES OF ACTION:**

18 7. For costs of suit herein incurred; and

19 8. For such other and further relief as the Court deems just and proper.
20

21 Dated: August 13, 2019

McPHERSON LLP
Edwin F. McPherson
Pierre B. Pine

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23 By: 
24 EDWIN F. MCPHERSON
25 Attorneys for Plaintiff
26 FAVOR THE ARTIST, INC.
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