

D-311
Carl G. West

1 **LAW OFFICES OF PERRY C. WANDER**
2 Perry Wander, Esq. (SBN: 102523)
3 9300 Wilshire Blvd., Suite 508
4 Beverly Hills, CA 90212
5 Telephone: 310-274-9985
6 Facsimile: 310-274-9987
7 pcwlaw@msn.com

8 **KALCHEIM LAW GROUP, P.C.**
9 Mitch Kalcheim (SBN: 175846)
10 9300 Wilshire Blvd., Suite 508
11 Beverly Hills, CA 90212
12 Telephone: 310-461-1210
13 Facsimile: 310-461-1212
14 mitch@kallawgroup.com

15 Attorneys for Plaintiff Claire Robinson

#6033
90067
complex

FILED
LOS ANGELES SUPERIOR COURT

MAY 19 2009

JOHN CLARKE, CLERK
BY MARY GARCIA, DEPUTY

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

BC 41 400 2

14 **CLAIRE ROBINSON**, individually and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 **INTERNATIONAL CREATIVE**
19 **MANAGEMENT, INC.**, a Delaware
20 Corporation; **JACK GILARDI**, an individual;
21 **JOHN ROCKWELL**, an individual; and **DOES**
22 1-50, inclusive,

23 Defendants.

Case No.

CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF
FOR:

- 1. Racketeer Influenced And Corrupt Organization Act (RICO) (In Violation of 18 U.S.C. § 1962(c))
- 2. Fraud
- 3. Sexual Battery
- 4. Conspiracy (In Violation of 18 U.S.C. 1962(d))
- 5. Negligent Supervision

24 Plaintiff Claire Robinson, ("Robinson" or "Plaintiff") on behalf of herself and all others
25 similarly situated, complains and alleges, based upon information and belief, except as to allegations
26 concerning Ms. Robinson, or her counsel, which allegations are made upon personal knowledge
27 against defendants International Creative Management, Inc. ("ICM"), Jack Gilardi ("Gilardi"), John
28 Rockwell ("Rockwell") and DOES 1-50, inclusive (collectively "Defendants").

CIT/CASER: BOA1002 LEA/DEB:
RECEIPT # 20090518
DATE PAID: 05/19/09 09:01 AM
PAYMENT: 900.00
RECEIVED: 0510

CHECK #
DATE
AMOUNT
CASH
CREDIT
DEBIT

ORIGINAL

1 SUMMARY OF CASE

2 1. By means of this class action, Plaintiff seeks to halt and obtain redress for the
3 unlawful acts utilized and committed by the Defendants.

4 2. Specifically, this class action chronicles how young actresses wind up on the "casting
5 couch" to be sexually exploited through a criminal conspiracy of powerful men in the entertainment
6 industry. This is a civil action arising under the Racketeer Influenced and Corrupt Organization Act
7 ("RICO"), 18 U.S.C. § 1962(c) and § 1964. This scheme to defraud is advanced and furthered by the
8 use of the U.S. mail, cellular and phone wires, pursuant to 18 U.S.C. §§ 1341, 1343, mail and wire
9 fraud and extortion, in violation of 18 U.S.C. § 1951; and in violation of "California Control of
10 Profits of Organized Crime Act," Cal. Penal Code §§ 186.2(a)(6) and §518.

11 3. Ms. Robinson is a twenty-three (23) year old fashion model from Vancouver, Canada
12 and former Miss British Columbia 2004, who came to Los Angeles to pursue her dream of acting.
13 Instead, her dream of stardom was shattered by sexual battery and rape as she became ensnared in a
14 criminal enterprise (RICO) involving a scheme to sexually exploit young actress. The scheme
15 involves ICM, one of the top talent agencies in the world and one of its legendary agents, Gilardi.

16 4. Ms. Robinson had a successful modeling career, working with companies such as Ed
17 Hardy, Da-Nang, Salvatore Ferragamo, DKNY, Betsy Johnson, Swiss Army Watches, Pappas Furs,
18 Miss Sixty, and Hale Bob, among others.

19 5. ICM is one of the most well-known film and television talent agencies in the world.
20 ICM's current and former clients include Mel Gibson, Julia Roberts, Cameron Diaz, Beyonce
21 Knowles, Arnold Schwarzenegger, Chris Rock, Billy Crystal, Halle Berry, Meg Ryan, Denzel
22 Washington, Goldie Hawn, Eddie Murphy, Sylvester Stallone, and Michelle Pfeiffer.

23 6. The scheme of sexual exploitation is carried out by targeting young, naïve actresses
24 and preys upon their aspirations toward stardom with a false promise of "official" ICM
25 representation. Despite the promise of formal representation by ICM, the actress is "hip-pocketed."
26 The practice of "hip-pocketing" occurs when an experienced, well-established senior agent extends
27 the promise of representation to an actress without credit or experience. ICM never in fact takes the
28 "hip-pocketed" actress through the formal procedures of firm representation. Such formal

1 procedures normally include partner review and approval of the prospective client and the execution
2 of a written contract of representation with the agency. Once the girls believed they were ICM
3 clients, the co-conspirators sexually exploited the "hip-pocketed" actresses. Without actually
4 representing these "hip pocketed" clients, ICM and co-conspirators furthered the RICO scheme by
5 wire fraud, using the U.S. mail, emails, cellular and telephone lines to create the illusion of
6 representation, and used extortion to continue the RICO scheme after the actresses resisted sexual
7 advances.

8 7. Pursuant to the RICO scheme Ms. Robinson was sexually battered in an ICM
9 limousine en route to a Paramount Studio event. Robinson was later raped by another co-conspirator
10 involved in the fraudulent scheme. The lawsuit seeks injunctive relief to enjoin the practice of "hip-
11 pocketing", treble damages pursuant to RICO and punitive damages in an amount equal to 10% of
12 the annual gross earning of ICM or, ten (10) million dollars.

13 8. Ms. Robinson has since learned that this scheme has ensnared other girls who were
14 "hip-pocketed" by ICM and that this conduct continues today under the nose of Jeffrey Berg, the
15 Chairman of ICM, in full view of its employees, and is a "inside joke" or "dirty secret", known by
16 all within the entertainment industry.

17 9. Ms. Robinson seeks to represent a class (the "Class") consisting of all female
18 actresses who were falsely promised representation by ICM through a "hip-pocket" arrangement and
19 who were sexually battered or sexually harassed by a co-conspirator.

20 10. The complaint requests economic damages for lost employment, lost business
21 opportunities, and lost wages for the Class to compensate Ms. Robinson and the members of the
22 Class for injuries they have suffered as a result of the unlawful conduct alleged herein, and for
23 injunctive relief pursuant to 1964(a) of the RICO Act to enjoin ICM from engaging in the practice of
24 "hip-pocketing" actresses.

THE PARTIES

1
2 11. At all times relevant herein, Plaintiff Robinson resided in the County of Los Angeles,
3 State of California.

4 12. At all relevant times herein, Defendant ICM was a California Corporation organized
5 and existing under the laws of the Delaware. ICM is authorized to do business in the State of
6 California and is registered with the California Secretary of State. ICM's principal place of business
7 is in Los Angeles and located at 10250 Constellation Boulevard, Los Angeles, California 90067.
8 ICM has annual revenues exceeding \$100 million and has offices in Los Angeles, New York, and
9 London.

10 13. At all relevant times herein, Defendant Gilardi was a resident of the County of Los
11 Angeles, State of California and employed as an executive vice president at ICM in Los Angeles
12 County.

13 14. At all times relevant herein, Rockwell is an individual residing in the County of Los
14 Angeles, State of California.

15 15. Various persons, individuals, partnerships, corporations, and associations, not named
16 as defendants in this complaint, have participated as co-conspirators in the violations alleged herein
17 and have performed acts and made statements in furtherance thereof.

18 16. At all relevant times herein, DOES 1-50 inclusive, were fictitious names for
19 individuals, partnerships, joint ventures, corporations, limited liability corporations or other forms of
20 legal entities, the identities of which are unknown at the present but who are liable to the Class for
21 committing the acts and/or omissions mentioned herein. Plaintiff will amend this Complaint to
22 allege the true names of DOES 1 through 50 when Plaintiff learns those names.

23 17. Each of the defendants named herein, including DOES 1-50, acted as the agent, joint
24 venture or alter ego of or for the other defendants with respect to the acts, violations, and common
25 course of conduct alleged herein.

1 JURISDICTION AND VENUE

2 18. This Court has jurisdiction over all causes of action asserted herein pursuant to the
3 California Constitution, Article VI, § 10, because this case is a cause not given by statute to other
4 trial courts.

5 19. This Court has original and concurrent jurisdiction to enforce 18 U.S.C. § 1964.

6 20. This Court has jurisdiction over Defendant ICM named herein because ICM is a
7 Delaware corporation which authorized to do business in California and registered with the
8 California Secretary of State, does sufficient business in California, has sufficient minimum contacts
9 with California or otherwise intentionally avails itself of the laws and markets of California by
10 conducting business activities within the State of California and by employing workers within the
11 state. Defendants generally have maintained systematic and continuous business contacts with
12 California such that the exercise of jurisdiction by the California courts is permissible.

13 21. This Court has jurisdiction over Defendants Rockwell and Gilardi because both
14 Defendants reside in Los Angeles County and conduct business in Los Angeles County.

15 22. Venue is proper pursuant to California Code of Civil Procedure §§ 395 (a) and 395.5,
16 because some of the fraudulent and deceptive business practices occurred in this judicial district and
17 each defendant has sufficient minimum contacts for the exercise of personal jurisdiction in this
18 district.

19 23. Venue is proper in this Court because Plaintiff resides in Los Angeles County.
20 Plaintiff is informed and believes that each Defendant continues to engage in the wrongful acts
21 alleged herein which emanate from Los Angeles County.

22 24. The State of California has a legitimate and compelling interest in protecting its
23 residents from the fraudulent and deceptive business practices of the named defendants. In addition,
24 jurisdiction is proper because: (a) Ms. Robinson entered into the contract in this judicial district; (b)
25 ICM is a corporation incorporated under the laws of the State of California and having its principal
26 place of business in Los Angeles, California; California has a significant contact or significant
27 aggregation of contacts with the proposed class members; and (c) defendants Gilardi and Rockwell
28 are residents of the county of Los Angeles, State of California.

1 FACTUAL ALLEGATIONS

2 25. Gilardi is a seventy-nine (79) year old senior agent with ICM and despite his title as
3 executive vice-president, remains a mere figurehead within the agency. Gilardi is well-known
4 within the entertainment industry and was previously married actress Annette Funicello.

5 26. Rockwell is a seventy-four (74) year old Hollywood hustler and close friend and co-
6 conspirator with Gilardi. Rockwell often bragged of knowing the Mayor of Beverly Hills, high
7 ranking members of the Beverly Hills police force, the mafia, and having lived at the Playboy
8 mansion.

9 27. Ms. Robinson met Defendant Rockwell in March of 2007 at the Beverly Hills Hotel.
10 Defendant Rockwell expressed his interest in representing Ms. Robinson as her personal manager
11 and held himself out to be an experienced personal manager. A personal manager works with talent
12 agents in managing the career of actors. Defendant Rockwell stated that he could arrange
13 representation for Ms. Robinson with an agent at ICM. Talent agencies, like ICM, procure work for
14 actors by sending them on auditions with directors, producers and casting agents. They are regulated
15 under the Talent Agencies Act, pursuant to California Labor Code § 1700.

16 28. California Labor Code § 1700.4 defines a talent agent or talent agency as "a person or
17 corporation who engages in the occupation of procuring, offering, promising, or attempting to
18 procure employment or engagements for an artist or artists... [t]alent agencies may, in addition,
19 counsel or direct artists in the development of their professional careers."

20 29. Rockwell indicated that he had a close business relationship and friendship with a
21 high level agent at ICM – Gilardi. Rockwell proceeded to call Gilardi in Ms. Robinson's presence
22 and told Gilardi that he had "found a star." Unbeknownst to Plaintiff Robinson at the time, the
23 phrase "found a star" was code to Gilardi that Rockwell had found a new victim for their scheme of
24 sexual exploitation.

25 30. Shortly after meeting Rockwell, on March 19, 2007, Ms. Robinson spoke by
26 telephone with Gilardi regarding her appointment with him at ICM's office. Of course, like many
27 aspiring actors, Plaintiff Robinson was elated at the possibility of being represented by ICM.
28

1 31. On March 20, 2007, Plaintiff Robinson went to ICM's Century City office to meet
2 with Gilardi. Upon her arrival at ICM, Ms. Robinson was escorted into Gilardi's office. During the
3 meeting Gilardi orally agreed to represent Ms. Robinson – that is she would a client of ICM and
4 Gilardi would be her agent. Gilardi told Ms. Robinson to send him her headshots and resume so that
5 ICM could send her out to castings and auditions. Gilardi also represented to Ms. Robinson that was
6 now represented by ICM.

7 32. While in the meeting, Gilardi also confirmed with Ms. Robinson that Rockwell was
8 her personal manager and that he, Gilardi was now her agent.

9 33. During the period from March 2007 to May 2008, Gilardi or his assistants, Mike
10 Algarin, and others, placed telephone calls and sent Ms. Robinson emails confirming "auditions" to
11 meet with casting directors, producers, and directors on "official" castings arranged by ICM.

12 34. ICM arranged such an audition with Gerald Wolff for a project entitled "Beverly
13 Hills Massacre." During the "audition" Ms. Robinson was requested to perform bedroom scenes
14 wherein Ms. Robinson was asked to "fuck against the wall."

15 35. On another "audition" Ms. Robinson met Sheldon Silverstein in connection with a
16 role in the project "Women Rule the Earth." During the "audition" Silverstein held Ms. Robinson's
17 hand, touched Ms. Robinson's body, and attempted to plan a vacation with Ms. Robinson.

18 36. On May 20, 2007, Gilardi invited Ms. Robinson to the Taurus Stunt Awards at
19 Paramount Studios. Gilardi told Ms. Robinson that this appearance would assist in her career.
20 Gilardi picked up Ms. Robinson in an ICM limousine, where they proceeded to the awards show.

21 37. In the limousine, Gilardi spoke in detail of his desire and ability to further Ms.
22 Robinson's career. He inquired deeper into the nature of the relationship between Ms. Robinson and
23 Rockwell. When Ms. Robinson responded that the relationship between her and Rockwell was
24 strictly professional, Gilardi immediately began making sexual advances towards her. Gilardi slid
25 his hand through the inside of Ms. Robinson's thigh, slowly moving it up her skirt to her groin area.
26 While inappropriately and offensively touching Ms. Robinson in a sexual manner, Gilardi moved
27 closer to her on the car seat and whispered directly into her ear that he wanted to have sexual
28 relations with her. Ms. Robinson rebuffed Gilardi's advances.

1 38. On July 8, 2007, Rockwell convinced Ms. Robinson to go on a trip with him to
2 Cannes under the pretext that it would advance her career. Ms. Robinson continued to believe that
3 her relationship with Rockwell was professional.

4 39. When Ms. Robinson arrived in Europe, she was shocked to learn that Rockwell had
5 booked one hotel room for the two of them. Shortly after their arrival in Europe Rockwell began to
6 make sexual advances towards Ms. Robinson. Ms. Robinson was able to rebuff these advances.
7 Rockwell soon became increasingly aggressive and controlling.

8 40. Rockwell began to tell Ms. Robinson stories that made her feel threatened and scared,
9 stating that because he had friends in the police force and the mafia and that she had to continue to
10 allow him to "manage" her, or she could get hurt. Rockwell also told Ms. Robinson about women in
11 the entertainment industry who had been mysteriously murdered.

12 41. Apparently growing increasingly frustrated at Ms. Robinson's sexual rejection of
13 him, on June 3, 2008, Rockwell forced himself into Ms. Robinson's apartment by damaging the
14 lock. Despite Ms. Robinson's express discomfort, Rockwell then inserted a video that Rockwell
15 insisted Ms. Robinson watch. While the video played, Ms. Robinson realized that the video was
16 pornographic in nature.

17 42. Rockwell began to make sexual advances on Ms. Robinson. Ms. Robinson felt
18 frightened by Rockwell's threats of physical harm and by his disturbing stories of murder and the
19 mafia which Rockwell had repeatedly told Ms. Robinson.

20 43. Rockwell, despite Ms. Robinson's resistance, began touching Ms. Robinson in a
21 sexual manner. Rockwell escalated his sexual advances, and despite Ms. Robinson's resistance,
22 forced sexual intercourse and raped her.

23 44. Ms. Robinson subsequently had to cancel her cell phone and email accounts because
24 Rockwell continued to harass and stalk her. Ms. Robinson then suffered a nervous breakdown which
25 necessitated psychiatric treatment.

26 45. Ms. Robinson confessed to her family what happened to her. Her family flew down
27 from Vancouver and picked her up and took her back to Vancouver, where she underwent
28 psychiatric treatment. Her promising career now destroyed.

1 46. Ms. Robinson has since learned that other girls who were "hip-pocketed" by ICM,
2 also suffered sexual battery and saw their careers had been injured resulting in lost employment, lost
3 business opportunities, and lost wages for the Class.

4 **CLASS ACTION ALLEGATIONS**

5 47. Ms. Robinson brings this action as a class action pursuant to California Code of Civil
6 Procedure §382 on behalf of the class as defined as follows: all female actresses who were falsely
7 promised representation by ICM through a "hip-pocket" arrangement and who were sexually
8 battered or sexually harassed by a co-conspirator. The Class Period shall run four years from the
9 date when the victims discover or reasonably should have discovered their injury, pursuant to 15
10 U.S.C. 15(b). (the "Class" or "Class Members")

11 48. The proposed Class satisfies all of the requirements for class certification pursuant to
12 California Code of Civil Procedure §382.

13 49. **Numerosity:** The Class is so numerous that joinder of all Class Members is
14 impracticable. While Ms. Robinson does not currently know the exact number of Class Members,
15 Plaintiff can identify members through the records ICM maintains. Based upon the fact that the
16 practice of "hip-pocketing" young actresses for the purpose of sexual exploitation has been ongoing
17 for over twenty-years and has been a well-known "dirty secret" of ICM and the entertainment
18 industry as a whole, Ms. Robinson is informed and believes that there are hundreds of Class
19 Members.

20 50. **Commonality and Predominance:** Numerous questions of law and fact common to
21 the claims possessed by the members of the Class predominate over any individual questions
22 presented by their claims. By proving her claims, Ms. Robinson will prove essentially all of the
23 elements of the claims that she is pursuing on behalf of the other Class Members. The Court can
24 adjudicate any individual issues presented by the claims of the Class Members by utilizing case
25 management techniques commonly employed in class actions. The questions of law and fact
26 common to all Class Members' claims that predominate over any individual issues include, but are
27 not limited, to:
28

1 a. Whether ICM engaged in the misleading, deceptive, unlawful, and fraudulent course
2 of conduct about which Plaintiff complains;

3 b. Whether ICM engaged in unlawful conduct as part of an ongoing RICO "enterprise"
4 within the meaning of the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. §
5 1961(4) that continues presently;

6 c. Whether Gilardi engaged in unlawful conduct as part of an ongoing RICO
7 "enterprise" within the meaning of the Racketeer Influenced and Corrupt Organizations Act (RICO),
8 18 U.S.C. § 1961(4) that continues presently;

9 d. Whether Rockwell engaged in unlawful conduct as part of an ongoing RICO
10 "enterprise" within the meaning of the Racketeer Influenced and Corrupt Organizations Act (RICO),
11 18 U.S.C. § 1961(4) that continues presently;

12 e. Whether it is misleading, deceptive, unlawful, and fraudulent for ICM to establish
13 "hip-pocketing" relationships with actresses under the false pretext of formal representation for the
14 sole purpose of allowing co-conspirators to sexually exploit the "hip-pocketed" actresses;

15 f. Whether Ms. Robinson and the members of the Class are entitled to equitable relief to
16 enjoin the RICO enterprise;

17 g. The effect upon and the extent of injuries suffered by Ms. Robinson and other Class
18 Members as a result of the conduct of the RICO enterprise; and

19 h. The appropriate award of damages to which Ms. Robinson and the Class are entitled
20 as a result of the continuous conduct of defendants and the RICO enterprise.

21 51. **Typicality:** Ms. Robinson's claims are typical of the claims that other Class Members
22 possess because all Class Members relied on the fraudulent promise of representation inherent in the
23 "hip-pocket" arrangement and as a result were sexually harassed and/or battered by a co-conspirator.
24 Due to ICM's success over the past twenty years, the promise of representation by ICM has been and
25 continues to be a powerful tool for manipulation and sexual exploitation. The abuse of "hip-
26 pocketed" actresses has long been an "inside joke" or "dirty secret" in the entertainment industry and
27 ICM perpetuates the practice. Ms. Robinson's claims arise from a set of facts typical to the
28 fraudulent scheme executed by the RICO enterprise, which has been ongoing for twenty years. All

1 Class Members' claims arise from the conduct of the same RICO enterprise; they share the same
2 legal theories and factual proof as the claims asserted by Ms. Robinson on her own behalf.

3 52. **Adequacy:** Ms. Robinson will fairly and adequately protect the interests of the Class.
4 Ms. Robinson has retained counsel competent and experienced in class action and personal injury
5 litigation, and Ms. Robinson possesses no interests antagonistic to or in conflict with those of the
6 other members of the Class. Ms. Robinson will prosecute this action diligently because she has
7 suffered the same losses that other Class Members have sustained.

8 53. **Superiority:** A class action is superior to other available methods for the fair and
9 efficient adjudication of this controversy. Because there are hundreds of Class Members and those
10 persons are geographically dispersed, joinder of all Class Members is impracticable. Moreover,
11 individual Class Members are foreclosed from prosecuting separate claims because the costs of
12 pursuing this litigation on an individual basis exceed the benefits that any Class Member could
13 expect to obtain by means of the equitable or legal relief that Ms. Robinson seeks. Thus, all parties
14 share a common interest in litigating all Class Members' claims in a single forum. Furthermore, the
15 statute of limitations on the Class Members' claims arising under the RICO Act is four years, which
16 begins to run when the victim discovers or reasonably should have discovered its injury, pursuant to
17 15 U.S.C. 15(b), rather than the two year statute of limitations under California state law for sexual
18 harassment and sexual battery. The parties will not encounter unusual difficulties in the
19 management of this action on a class-wide basis.

20 54. This case satisfies all of the criteria for class certification pursuant to California Code
21 of Civil Procedure §382.

22 55. In particular, ICM or conspirators acted in a manner that applies generally to the
23 Class. In furtherance of the RICO enterprise's scheme, ICM or its co-conspirators falsely promised
24 all Class Members representation but failed to disclose that there would be no formal representation.
25 Furthermore, ICM or its co-conspirators used the false promise of representation as a pretext to
26 sexually batter or sexually harass all Class Members. As a result, final injunctive relief or
27 corresponding declaratory relief is appropriate to all members of the Class.
28

1 **FIRST CAUSE OF ACTION**

2 **(Violation of the Racketeer Influenced and Corrupt Organizations Act (RICO),**

3 **18 U.S.C. § 1962 (c))**

4 **(Against All Defendants)**

5 56. Plaintiff hereby incorporates by reference each of the preceding paragraphs as though
6 fully set forth herein.

7 57. This claim is brought by Plaintiff against Defendants on behalf of herself and on
8 behalf of all Class Members.

9 58. Over the course of the past twenty years, ICM and Gilardi have used and continue to
10 use the agency's reputation as one of the most powerful film and television talent agencies in the
11 world for improper purposes that stray far beyond the representation of established clients.
12 Defendants use the prestige of the ICM brand and image for an additional inappropriate goal: to
13 sexually exploit and harass women.

14 59. The fraudulent scheme is perpetrated through ICM's executive vice president,
15 Gilardi, whose career has declined in recent years. Jack Gilardi remains as a figure-head at the
16 agency without any significant role or responsibilities.

17 60. Defendants ICM and Gilardi extend the false promise of representation to "hip-
18 pocketed" actresses, and allow Gilardi's friends, such as Rockwell, to use the myth of ICM
19 representation and "personal management" as a guise for sexual harassment and exploitation. Other
20 co-conspirators' bribe Gilardi with cash and gold watches to have him "hip pocket" an actress they
21 want to sexually exploit.

22 61. "Hip-pocketed" actresses, under the guise of "personal management" by individuals
23 such as Rockwell, and representation by the ICM agency, are forced into sexual exploitation, sexual
24 harassment, and sexually compromising situations in exchange for the agency relationship, which is
25 never in fact established.

26 62. ICM, including its officers and employees, is a "person" within the meaning of
27 U.S.C. § 1961 (3), and is therefore legally distinct from the enterprise, as defined below.
28

1 63. Each ICM agent, including Gilardi, is a "person" within the meaning of 18 U.S.C. §
2 1961 (3) and is legally distinct from the enterprise, as defined below. In addition, each agent is
3 legally distinct from one another.

4 64. Each agent's co-conspirator, including Rockwell, is a "person" within the meaning of
5 18 U.S.C. § 1961 (3) and is legally distinct from the enterprise, as defined below. In addition, each
6 agent's co-conspirator is legally distinct from one another.

7 65. ICM, through its agents and its agents' co-conspirators, formed an association-in-fact
8 with Gilardi, Rockwell, and other co-conspirators, with the goal of defrauding, sexually exploiting,
9 and sexually harassing young women. Defendants used this association-in-fact to defraud and
10 sexually batter Ms. Robinson and the Class. This association-in-fact constitutes an "enterprise"
11 within the RICO. 18 U.S.C. § 1961(4).

12 66. This enterprise was engaged in, and its activities affected, interstate commerce within
13 the meaning of 18 U.S.C. § 1962(c).

14 67. Defendants unlawfully, knowingly and intentionally participated, directly or
15 indirectly, in the conduct of the enterprise's affairs through a "pattern of racketeering activity"
16 within the meaning of RICO, 18 U.S.C. § 1961(5), in violation of 18 U.S.C. § 1962(c).

17 68. Defendants engaged in "racketeering activity" within the meaning of 18 U.S.C. §
18 1961(1) by engaging in acts that constitute a violation of the following statutes: 18 U.S.C. §§1341,
19 1343 (mail and wire fraud); 18 U.S.C. § 1951 the "Hobbs Act" which prohibits extortion, induced by
20 wrongful use of actual or threatened force, violence, or threats of physical violence; "California
21 Control of Profits of Organized Crime Act," California Penal Code §186.2(a)(6), which prohibits
22 extortion.

23 69. Defendants, co-conspirators and other members of the enterprise each committed
24 and/or aided and abetted the commission of more than two of each of the acts of "racketeering
25 activity" detailed herein and such acts are continuing and threaten to continue indefinitely. These
26 predicate acts are chargeable and indictable, as required under 18 U.S.C. § 1961(1).

27 70. Defendant did, through the use of interstate mail and wires (including internet and
28 telephone) within the meaning of 18 U.S.C. §§ 1341, 1343, knowingly participate in misrepresenting

1 the nature of the relationship between ICM, Gilardi, Rockwell and Ms. Robinson and other Class
2 Members.

3 71. Defendants, through the use of interstate wires (including the internet and telephone)
4 within the meaning of 18 U.S.C. §§ 1341, 1343, knowingly participated in misrepresenting the
5 nature of the relationship between ICM, other co-conspirators, and Class Members.

6 72. In the case of the Ms. Robinson, Gilardi conspired with Rockwell to "hip-pocket" Ms.
7 Robinson under the guise that Rockwell was Ms. Robinson's "personal manager." Gilardi knew that
8 Rockwell had no experience whatsoever in the "personal management" of any model or actress.
9 Moreover, both Rockwell and Gilardi knew that Plaintiff Robinson was hip-pocketed and was not an
10 actual client of ICM despite their representations to the contrary.

11 73. Once Ms. Robinson was hip-pocketed by ICM and Gilardi, Ms. Robinson was
12 fraudulently led to believe that she was an official ICM client and that Rockwell was her legitimate
13 "personal manager." This false impression was substantiated by misleading emails sent by Gilardi's
14 assistants, which were sent from ICM e-mail addresses and included ICM's letterhead and electronic
15 signature.

16 74. Defendants employed the use of interstate mail, and wires, including the internet,
17 telephone and cellular phones, to deceive unwitting young women into entering into false agency
18 and management relationships. All such communications constituting mail and wire fraud were
19 undertaken by ICM, Gilardi, Rockwell, and other co-conspirators for the purpose of executing the
20 fraudulent scheme or have been incidental to that scheme, which is ongoing.

21 75. Given the international scope of ICM's business, the enterprise's scheme (Ms.
22 Robinson was taken to Europe to "advance her career"), and the mobility of the Defendants, the
23 Defendants have necessarily made extensive use of interstate mail and wires within the framework
24 of the RICO enterprise to, *inter alia*:

- 25 a. Form and maintain the RICO enterprise;
26 b. Through telephone calls between Gilardi and Rockwell to plan the fraudulent
27 representation of Ms. Robinson;
28

- 1 c. Organize a meeting for the purpose of fraudulently initiating "hip-pocket"
2 representation with the use of telephone lines on March 19, 2007;
- 3 d. Organize mock auditions for Ms. Robinson through the use of telephone lines of
4 Gilardi's ICM office;
- 5 e. Send an email from ICM's office, dated May 5, 2008, to Ms. Robinson in order to
6 fraudulently organize a bogus casting audition;
- 7 f. Organize a trip on July 8, 2007 to Europe with Rockwell and Ms. Robinson under the
8 fraudulent pretext that it would advance Ms. Robinson's career;
- 9 g. Send an email on July 31, 2007 to Ms. Robinson with basic information on a
10 legitimate project to maintain the fraudulent guise of representation;
- 11 h. Send an email on September 11, 2007 complimenting Ms. Robinson on her head
12 shots, in order to continue and perpetuate the fraudulent illusion of representation;
- 13 i. Send misleading emails with excerpts of screenplays for Ms. Robinson to read in
14 order to maintain the fraudulent appearance of actual and formal representation; and
- 15 j. The use of U.S. Mails to send Ms. Robinson's headshot and resume to casting agents,
16 producers and directors.

17 76. All such communications constituting mail and wire fraud were undertaken by
18 defendants for the purpose of executing the fraudulent scheme, or have been incidental to that
19 scheme, which is ongoing.

20 77. The predicate acts perpetrated against Ms. Robinson are common to the scheme used
21 by Defendants and co-conspirators to conduct the affairs of the RICO enterprise, and were not
22 isolated or sporadic. These acts are, and were, related to one another and they pose a continuing
23 threat of racketeering activity.

24 78. The acts of racketeering activity were and are related to each other by virtue of
25 common participants, common victims (Plaintiff and the Class), a common method of commission,
26 and the common purpose of fraudulently giving young actresses the impression that they are ICM
27 clients in order to sexually batter, sexually harass, and otherwise exploit and cause harm the Class
28 Members.

1 **SECOND CAUSE OF ACTION**

2 **(Fraud Based Upon Promise Made Without Intention to Perform)**

3 **(Against All Defendants)**

4 79. Plaintiff hereby incorporates by reference each of the preceding paragraphs as though
5 fully set forth herein.

6 80. This claim is brought by Plaintiff against Defendants on behalf of herself and on
7 behalf of all Class Members.

8 81. On or about March 20, 2007, ICM, through Gilardi, promised Ms. Robinson that ICM
9 would represent Ms. Robinson and act as Ms. Robinson's agent and that Rockwell would act as her
10 personal manager.

11 82. Similar promises were made by ICM, Gilardi, Rockwell and other currently
12 unidentified co-conspirators to other members of the Class.

13 83. At the time Defendants made the promise to Ms. Robinson and the Class, the
14 Defendants had no intention of performing on the promise.

15 84. The promise of representation was made by Gilardi and Rockwell with the intent to
16 induce Ms. Robinson and the Class to endure sexual battery and sexual harassment by Gilardi,
17 Rockwell, and other co-conspirators.

18 85. At the time the promises of representation were made and at the time Ms. Robinson
19 and the Class were subjected to the sexual battery detailed herein, Plaintiff and the Class were
20 ignorant of the Defendants' conspiracy and intent not to perform. In reliance on Defendants'
21 promises and representations, Ms. Robinson, like many Class Members, declined alternative offers
22 representation and declined alternative opportunities to advance her acting career.

23 86. Also in reliance of ICM's promise, Ms. Robinson and the Class continued their
24 association with other co-conspirators, including, Rockwell. Plaintiff and the Class relied on
25 Gilardi's statements that Rockwell was a legitimate personal manager. Due to the efforts undertaken
26 to maintain the guise of representation by ICM, Ms. Robinson and the Class could not have
27 discovered Defendants' conspiracy and intention to sexually exploit Plaintiff and the Class. If
28 Plaintiff or other members of the Class had known of the actual intention of the Defendants and

1 known that they were not actually represented by ICM, Plaintiff and the Class would not have
2 continued the association with ICM, Gilardi, Rockwell or other co-conspirators.

3 87. ICM failed to abide by Gilardi's promise to provide representation and did not
4 represent Ms. Robinson or other Class Members as a legitimate client but continued to maintain –
5 and allowed its agents to maintain – the guise of the agent-client relationship in order to placate
6 Plaintiff and the Class and to further the goals of the conspiracy by inducing Plaintiff and the Class
7 to continue their relationship with Defendants as alleged herein.

8 88. Ms. Robinson and the Class did not know that Gilardi's representation that an agent-
9 client relationship had been created was untrue, but reasonably believed that ICM and Gilardi
10 represented her and the other Class Members. Ms. Robinson, like other Class Members, was also
11 led to reasonably believe that Rockwell was their legitimate manager. In reliance on these
12 representations, Ms. Robinson and the Class entered into what she thought was an actual client
13 relationship with ICM but in fact was only a "hip-pocket" arrangement -- the same is true for all
14 Class Members.

15 89. As a proximate result of the above-described fraud and deceit of the Defendants,
16 Plaintiff has suffered and will continue to suffer pain and suffering, and extreme and severe mental
17 anguish and emotional distress; medical and related expenses for care and procedures in the future.
18 All Class Members have been damaged by a loss of earnings and future earning capacity, other
19 employment benefits and job opportunities. Plaintiff and the Class are thereby entitled to general
20 and compensatory damages in amounts to be proven at trial.

21 90. As a direct and legal result of the acts and omissions of the Defendants, Ms. Robinson
22 was rendered sick, sore, disabled and disordered, both internally and externally, and suffered among
23 other things, severe fright, shock, pain, discomfort, anxiety, and humiliation. The exact nature and
24 extent of said injuries are not presently known to Ms. Robinson. Ms. Robinson does not, at this
25 time, know the exact duration or permanence of said injuries, but is informed and believes and based
26 thereon alleges, that some of those said injuries are reasonably certain to be permanent in character.

27 91. The aforementioned acts of Defendants were fraudulent, willful, wanton, malicious,
28 intentional, oppressive, and despicable and were done in willful and conscious disregard of the

1 rights, welfare and safety of Ms. Robinson and the Class with the intent, design and purpose of
2 injuring Ms. Robinson and other Class Members. The acts of Defendants were performed with the
3 knowledge of the Class Members' trust in their false intentions to further their career. Ms. Robinson
4 is further informed and believes that ICM, through its President, Jeff Berg, its officers, managers
5 and/or supervisors, authorized, condoned, and/or ratified the unlawful conduct. By reason thereof,
6 Plaintiff and the Class are entitled to an award of punitive or exemplary damages from Defendants in
7 an amount to be determined at the time of trial.

8 **THIRD CAUSE OF ACTION**

9 **(Assault and Sexual Battery)**

10 **(Against All Defendants)**

11 92. Plaintiff hereby incorporates by reference each of the preceding paragraphs as though
12 fully set forth herein.

13 93. This claim is brought by Plaintiff against Defendants on behalf of herself and on
14 behalf of all Class Members.

15 94. On or about June 3, 2008, at Ms. Robinson's Los Angeles apartment, Rockwell acted
16 with the intent to cause harmful and offensive contact with Ms. Robinson's groin, buttocks, and
17 breasts and despite Ms. Robinson's resistance caused a sexually offensive contact with Ms.
18 Robinson resulting in Ms. Robinson's humiliation, apprehension and fear.

19 95. On or about June 3, 2008, at Ms. Robinson's Los Angeles apartment, Rockwell acted
20 with the intent to cause a harmful and offensive contact with Ms. Robinson by use of his penis, in
21 that Rockwell engaged in an act of forcible and unconsensual sexual intercourse with her.

22 96. In order to accomplish his unlawful contact, defendant used fear and intimidation to
23 coerce Ms. Robinson into reluctantly acquiescing to this unlawful conduct.

24 97. On or about May 20, 2007, in a limousine owned by ICM, Gilardi acted with the
25 intent to cause harmful and offensive contact with Ms. Robinson's groin and despite Ms. Robinson's
26 resistance caused a sexually offensive contact with Ms. Robinson resulting in Ms. Robinson's
27 humiliation and apprehension.

1 98. All members of the Class were subjected to a similar course and pattern of conduct.

2 99. As a result of this unlawful conduct, Ms. Robinson has been suffered injury in fact
3 and damages in amount to be proven at trial.

4 **FOURTH CAUSE OF ACTION**

5 **(Conspiracy in Violation of 18 U.S.C. § 1962(d))**

6 **(Against All Defendants)**

7 100. Plaintiff hereby incorporates by reference each of the preceding paragraphs as though
8 fully set forth herein.

9 101. This claim is brought by Plaintiff against Defendants on behalf of herself and on
10 behalf of all Class Members.

11 102. On or about March 2007 and continuing through June 2008, defendants ICM, Gilardi,
12 and Rockwell knowingly and willfully conspired and agreed amongst themselves to commit
13 unlawful acts, including, but not limited to, fraud and sexual battery.

14 103. Gilardi and Rockwell did the acts and things herein alleged pursuant to, and in
15 furtherance of, the conspiracy and above-alleged agreement.

16 104. ICM furthered the conspiracy by cooperation and lent aid and encouragement to the
17 acts of Gilardi and Rockwell by allowing Gilardi and Rockwell to use the brand and image of ICM
18 to defraud and manipulate, coerce, and force Ms. Robinson and the Class into sexual exploitation.

19 105. As a proximate result of this conspiracy, Ms. Robinson suffered injury and damages
20 as hereinafter alleged.

21 **FIFTH CAUSE OF ACTION**

22 **(Negligent Supervision)**

23 **(Against Defendant ICM)**

24 106. Plaintiff hereby incorporates by reference each of the preceding paragraphs as though
25 fully set forth herein.

26 107. This claim is brought by Plaintiff against Defendants on behalf of herself and on
27 behalf of all Class Members.

28 108. In committing the acts as heretofore alleged, ICM knew, or in the exercise of

1 reasonable diligence should have known: that Gilardi should have retired; that with Gilardi's duties
2 and responsibilities at the agency reduced, Gilardi had become a figurehead at the agency; that
3 Gilardi was no longer qualified or able to represent actors; that it was well-known in the agency and
4 throughout the entertainment industry that Gilardi "hip-pocketed" young actresses for the purpose of
5 sexually exploiting them; and that Gilardi posed an undue risk to Ms. Robinson and other members
6 of the Class unless adequately supervised by ICM.

7 109. ICM had advance knowledge of Gilardi's predilection for young girls and of his use
8 of the "hip-pocket" arrangement to sexually exploit young women. Despite this knowledge, ICM
9 did not adequately supervise Gilardi in these arrangements.

10 110. The failure of ICM to adequately supervise Defendant Gilardi was the proximate
11 cause of Ms. Robinson's and other Class Members' injuries.

12 111. Despite its knowledge, ICM allowed Gilardi to continue to "hip-pocket" Ms.
13 Robinson and the other Class Members over the course of twenty years in conscious disregard of the
14 rights and safety of others, including Plaintiff and the Class. As a result of this conscious disregard
15 of the rights of Ms. Robinson and the Class, an award of punitive damages against ICM is warranted.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff Claire Robinson, on behalf herself individually and on behalf of the
18 Class, demands judgment as follows:

- 19 a. For an order by the Court enjoining Defendants and their agents, servants, and
20 employees, and all such persons and/or entities acting under, in concert with, or for it from
21 continuing the practice of "hip-pocketing" and the conduct of the RICO enterprise as alleged herein;
- 22 b. An order determining that this action is a proper class action maintainable under Code
23 of Civil Procedure § 382;
- 24 c. An order appointing Plaintiff Robinson as a representative of the Class and
25 appointing her counsel as Class counsel;
- 26 d. For general damages according to proof at trial;
- 27 e. For special damages according to proof at trial;
- 28

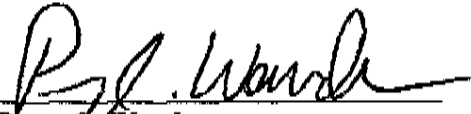
- 1 f. For exemplary or punitive damages against Defendants for their oppressive,
2 fraudulent, and malicious conduct;
- 3 g. Pre-judgment and post-judgment interest at the maximum rate allowable at law;
- 4 h. The costs and disbursements incurred by Ms. Robinson and the Class in connection
5 with this action, including reasonable attorneys' fees and costs of suit; and
- 6 i. Such other and further relief as the Court deems just and proper.

7 **JURY TRIAL DEMANDED**

8 Plaintiff Claire Robinson, on behalf of the Class, hereby demands a trial by jury.

9
10 DATED: May 6, 2009

LAW OFFICES OF PERRY C. WANDER

11 

12
13 Perry C. Wander
Attorneys for Plaintiff
14 Claire Robinson

15 KALCHEIM LAW GROUP, P.C.
16 Mitch Kalcheim
Attorneys for Plaintiff
17 Claire Robinson