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Executive Officer/Clerk of Court,
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12 Attorneys for Plaintiffs ROBERT ATTERMANN, Personally; BRIAN CHO, Personally; ROBERT
13 ATTERMANN and BRIAN CHO Derivatively on behalf of AAA ABC Acquisition, LLC, a
14 Delaware limited liability company; Abrams Artists Agency, LLC, a New York limited liability
15 company d/b/a A3 Artists Agency; and A3 Artists Agency, LLC, a California limited liability
16 company d/b/a A3 Artists Agency

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 **23ST CV 29842**

14 ROBERT ATTERMANN, Personally;)
15 BRIAN CHO, Personally;)
16 ROBERT ATTERMANN and BRIAN CHO,)
17 Derivatively on behalf of AAA ABC)
18 Acquisition, LLC, a Delaware limited)
19 liability company;)
20 Abrams Artists Agency, LLC, a New York)
21 limited liability company d/b/a A3 Artists)
22 Agency; and)
23 A3 Artists Agency, LLC, a California limited)
24 liability company d/b/a A3 Artists Agency,)

21 Plaintiffs,)

22 vs.)

23 ADAM BOLD, an individual;)
24 SUPERBRANDS CAPITAL, LLC, a)
25 Delaware limited liability company;)
26 AAA ABC ACQUISITION, LLC, a)
27 Delaware limited liability company;)
28 ABRAMS ARTISTS AGENCY, LLC a New)
York limited liability company d/b/a A3)
Artists Agency;)
and A3 ARTISTS AGENCY, LLC, a)
California limited liability company d/b/a A3)
Artists Agency;)

DIRECT AND DERIVATIVE COMPLAINT
FOR:

1. INJUNCTIVE RELIEF, INCLUDING TEMPORARY RESTRAINING ORDER
2. FRAUDULENT INDUCEMENT
3. NEGLIGENT MISREPRESENTATION
4. RESCISSION BASED ON FRAUDULENT INDUCEMENT
5. RESCISSION BASED ON UNDUE INFLUENCE
6. RESCISSION BASED ON DURESS
7. BRIEF OF FIDUCIARY DUTY
8. BREACH OF CONTRACT (COUNT I)
9. BREACH OF CONTRACT (COUNT II)
10. ACCOUNTING

1 and DOES 1 through 10, inclusive,)
)
 2 Defendants,)
)
 3 -and-)
 4 AAA ABC ACQUISITION, LLC, a)
 Delaware limited liability company;))
 5 ABRAMS ARTISTS AGENCY, LLC a New)
 York limited liability company d/b/a A3)
 6 Artists Agency; and)
 7 A3 ARTISTS AGENCY, LLC, a California)
 limited liability company d/b/a A3 Artists)
 8 Agency)
)
 9 Nominal Defendants.)

10
 11
 12 Plaintiffs Robert Attermann (“**Attermann**”) and Brian Cho (“**Cho**”) (collectively,
 13 “**Plaintiffs**”), personally and derivatively on behalf of AAA ABC Acquisition, LLC, a Delaware
 14 limited liability company (“**AAA ABC**”); Abrams Artists Agency, LLC, a New York limited
 15 liability company d/b/a A3 Artists Agency (“**A3 NY**”); and A3 Artists Agency, LLC, a California
 16 limited liability company d/b/a A3 Artists Agency (“**A3 CA**”) (collectively, “**A3**”), by and through
 17 their counsel, complains against Adam Bold (“**Bold**”), Superbrands Capital, LLC (“**Superbrands**”)
 18 (collectively, “**Bold Parties**”), A3, and DOES 1-10 (collectively “**Defendants**”), hereby alleges:

19
 20 **I. INTRODUCTION**

21 *“Money can’t buy class.”*

22 1. When rich guy Adam Bold acquired a majority stake in Abrams Artists Agency
 23 (“**Abrams**”), one of Hollywood’s great talent agencies, he had the opportunity of a lifetime to
 24 become a Tinseltown heavyweight. Instead of shepherding this marquee asset into a new area of
 25 expansion and prosperity, he has overseen its demise. Bold acquired Abrams, which he rebranded as
 26 “A3 Artists Agency,” with two partners, Brian Cho and Robert Attermann, who have watched
 27 helplessly as Bold singlehandedly caused the destruction of a previously healthy agency with a roster
 28 of top-shelf agents and clients.

1 2. In an astonishing run of terror, Bold has squandered everything: A3 is in a state of
2 chaos and dissolution as its agents jump off the sinking ship and flee to A3 competitors, or wait in
3 shock and fear for the next shoe to drop. Remarkably, Bold has managed to alienate nearly every A3
4 employee, from its leadership down to its administrative staff, through a corrosive and toxic
5 leadership style more emblematic of Nero than Bob Iger.

6 3. The demise of A3 is directly attributable to Bold's personality, leadership style, and
7 deviant behavior, as he quickly became known around town and the A3 offices as an unhinged, out
8 of control and overbearing narcissist who often appeared to be intoxicated or on drugs. Indeed, his
9 wife's divorce papers actually state that Bold has a history of cocaine addiction so bad that it caused
10 a rupture in his sinuses. Several A3 employees have complained that Bold showed up to meetings
11 clearly unhinged and under the influence of cocaine or others substances. In addition, at an
12 employee retreat, Bold took the stage an hour late while sniffing unnaturally and aggressively
13 rubbing his nose. One can infer, as the attendees did, that he had been using cocaine.

14 4. His drug addiction was not Bold's only problem. During his tenure at A3, Bold has
15 sexually harassed nearly all of A3's female employees, fired those he deemed unattractive, creeped
16 out male and female employees with lewd remarks about female employees and his dating
17 preferences, pitted the agents against each other, and acted in a generally crazed, unusual and
18 unnerving manner at every turn. The result has been a series of threatened lawsuits and civil rights
19 complaints by A3 employees alleging harassment and a hostile work environment resulting in
20 confidential settlements and an exodus of agents and their clients.

21 5. At the same time as he was decimating company morale and creeping out his team,
22 and over the constant objections of Attermann and Cho, Bold was spending money at a genuinely
23 astounding rate. In an attempt to be "cool" and show off his wealth, Bold bought every agent a
24 Rolex, spent millions on wasteful employee retreats, and got each agent a Platinum American
25 Express card on which they were encouraged to "*spend lavishly to impress clients.*" Bold also leased
26 and re-designed an extravagant new office space in the Empire State Building for millions upon
27 millions of dollars on the logic that it would pay for itself with new clients. None of this turned out
28 to be true. Instead, A3 burned its operating capital at an extraordinary and unsustainable rate. Bold

1 attempted to resolve these problems with more spending saying, “*trust me, I’m a wealthy man.*”

2 6. When the pandemic ground the entertainment business to a halt, Bold should have cut
3 costs. He did nothing of the sort. Instead, Bold hired a team of new agents for well above market
4 rate, driving A3 further into the red.

5 7. Realizing that he had doomed the company, Bold has secretly negotiated to sell A3’s
6 most profitable divisions and its best agents to a competitor, the Gersh Agency (“**Gersh**”), providing
7 key Gersh personnel with A3’s proprietary and trade secret information, including A3’s contracts,
8 agents’ salaries, and current and upcoming client projects. It has become exceedingly clear that Bold
9 intends to siphon the proceeds of the A3 sale to himself and drive what remains of a once-great
10 company into bankruptcy. In such a scenario, the remaining employees would lose their jobs, and the
11 other equity holders, Attermann and Cho, would be left empty-handed. This is the greed and
12 narcissism of Bold and a clear breach of his fiduciary duties to A3 and his fellow members and
13 partners, Attermann and Cho.

14 8. Worse still is how Bold secured his ability to sell A3 without fear of objection from
15 Attermann and Bold. Before May 2023, Cho and Attermann had some ability—they often wisely
16 chose not to exercise due to Bold’s vindictive personality—to check Bold’s most destructive
17 impulses, as significant decisions largely had to be approved by AAA ABC’s board of managers
18 (“**Board**”) on which both served. However, in or around May 2023, Bold told each of them that
19 unless they agreed to certain changes in the AAA ABC operating agreement and their employment
20 agreements, most significantly being Attermann’s removal from the Board and removal of Cho’s
21 ability to hinder Bold’s decisions, (i) Attermann would be fired immediately; (ii) Cho would not
22 have his employment agreement extended; and (iii) he would immediately cease all funding of A3.
23 Despite these threats, Bold assured Attermann and Cho that they should accept the amendments to
24 their employment agreements and to the AAA ABC operating agreement because he would never
25 sell A3 for anything less than \$60 million – which he told them was the company’s current worth –
26 and that Attermann and Cho would each get no less than \$5 million when he sold A3. In other
27 words, Bold threatened A3 with a death sentence unless Attermann and Cho did as he demanded and
28 he tried to convince them to do so by promising them a big payment. Once Attermann and Cho

1 capitulated to Bold’s demand under duress and undue influence, Bold did as he promised. He
2 removed all checks on his ability to exercise power over the agency. Bold removed Attermann from
3 the board, stripped him of his voting rights, and granted himself the right to negotiate a sale of the
4 agency without Board oversight.¹

5 9. Attermann and Cho recently discovered that at the time Bold represented that he
6 would not sell the company for less than \$60 million, he was already discussing the sale of A3 with
7 numerous third parties (A3’s competitors) at a lower number and was even going around Hollywood
8 criticizing A3 and the talent-representation business in general, claiming it was a bad business
9 model.

10 10. Bold has used his new powers to sell A3 for parts and create a golden parachute for
11 himself, leaving everyone else, including Attermann and Cho, to pick up the pieces. Left with no
12 choice, Cho and Attermann now bring suit to vindicate A3’s legal rights and their own and stop
13 Bold’s campaign of chaos.

14
15 **II. PARTIES**

16 11. Defendant and Nominal Defendant A3 NY is, and at all relevant times was, a New
17 York limited liability company doing business in the County of Los Angeles, State of California.

18 12. Defendant and Nominal Defendant A3 CA is, and at all relevant times was, a
19 California limited liability company doing business in the County of Los Angeles, State of
20 California.

21 13. Defendant and Nominal Defendant AAA ABC is, and at all relevant times was, a
22 Delaware limited liability company. It is the parent company of A3 NY and A3 CA.

23 14. Plaintiff Cho is, and at all times relevant was, an individual residing in the County of
24 Los Angeles, California. He is the current Chief Executive Officer of A3. He is a member and
25

26
27 ¹ While Cho remained a “manager,” Bold held – and still holds –the sole power to appoint the third manager. The AAA
28 ABC LLC operating agreement technically requires that there be 3 managers, but Bold never bothered to adhere to that
corporate requirement. Seemingly, Bold could have appointed someone who would always vote with him, but he never
bothered to do so. Instead, he wanted to hold this power over Cho and Attermann’s heads. This demonstrates no respect
for corporate formalities, proper authorization requirements or the AA ABC LLC operating agreement. In Bold’s mind,
he had the right to do whatever he wanted with A3.

1 manager of AAA ABC and holds 26,000 Class A-2 Shares of AAA ABC, representing 18.297% of
2 the total shares in the entity. He brings certain claims alleged herein in his individual capacity and
3 certain other independent claims herein in a derivative capacity on behalf of A3.

4 15. Plaintiff Attermann is, and at all times relevant was, an individual residing in New
5 York, New York. He is a member of AAA ABC and holds 26,000 Class A-2 Shares of AAA ABC,
6 which represents 18.297% of the total shares in the entity. He brings certain claims alleged herein in
7 his capacity and certain other independent claims herein in a derivative capacity on behalf of A3.

8 16. Defendant Bold is, and at all times relevant was, an individual residing in the County
9 of Los Angeles, California.

10 17. Defendant Superbrands is, and at all relevant times was, a Delaware limited liability
11 company. It owns AAA ABC and holds 82,600 Class A-1 Shares, or 58.128% of the the entity.

12 18. DOES 1 through 10 are individuals and/or entities whose true names and capacities
13 are currently not known to Plaintiffs. DOES 1 through 10 are legally responsible and liable to
14 Plaintiffs to the extent of the liability of the named Defendants. Plaintiffs will seek leave of the
15 Court to amend this Complaint to reflect the true names and capacities of the Defendants designated
16 herein as Does when such identities and capacities become known.

17 19. At all times relevant herein, each of the Defendants was the agent, servant, employee,
18 joint-venturer, partner, and/or alter ego of each of the named Defendants herein and were at all times
19 operating and acting within the purpose and scope of said agency, service, employment, joint
20 venture, partnership and/or alter ego. Each Defendant has rendered substantial assistance and
21 encouragement to the other Defendants, acting in concert knowing that its conduct was wrongful
22 and/or unlawful, and each Defendant has ratified and approved the acts of each of the remaining
23 Defendants.

24 20. Plaintiffs allege on information and belief that, at all times relevant hereto,
25 Defendants, were the agent, servant, employee and/or representative of each of the other Defendants
26 and, in doing the things herein alleged, was acting within the course and scope of, and pursuant to,
27 said agency, services, employment and/or representation.

28 21. Plaintiffs are informed and believe that all Defendants were acting at all relevant

1 times as the authorized agents and/or employees and/or joint venturers and/or co-conspirators of all
2 other Defendants, with the full knowledge of each Defendants acts and omissions, as alleged herein,
3 and that each Defendants ratified each and every act and/or omission of each and every other
4 Defendants, as alleged herein.

5 22. Additionally, Plaintiffs allege on information and belief that Bold Parties at all times
6 relative to this action were the alter egos of one another, and that there exists, and at all times herein
7 mentioned there existed, a unity of interest and ownership between each and every one of the Bold
8 Parties named herein, such that any individuality and separateness between each of the Bold Parties
9 has ceased.

10 23. Adherence to the fiction of the separate existence of each of the Bold Defendants as
11 an entity distinct from the other Bold Defendants would permit an abuse of the corporate privilege
12 and would sanction fraud and promote injustice in that the fraudulent misrepresentations and acts
13 alleged herein benefitted one or more of the Bold Defendants as alleged herein.

14 a. At all times relevant hereto, Superbrands was the alter egos of Bold, and there exists,
15 and at all times herein mentioned has existed, a unity of interest and ownership between Bold such
16 that any separateness between them has ceased to exist in that Bold completely controlled,
17 dominated, managed, and operated Superbrands to suit his convenience.

18 b. Specifically, at all times relevant hereto, Bold (1) controlled the business and affairs
19 of Superbrands, including any and all of its affiliates; (2) commingled the funds and assets of the
20 corporate entities, and diverted corporate funds and assets for his own personal use; (3) disregarded
21 legal formalities and failed to maintain arm's length relationships among the corporate entities; (4)
22 inadequately capitalized Superbrands; (5) used the same office or business location and employed
23 the same employees for all the corporate entities; (6) held himself out as personally liable for the
24 debts of the corporate entities; (7) used the corporate entities as a mere shells, instrumentalities or
25 conduits for himself and/or his individual businesses; (8) used the corporate entities to procure labor,
26 services or merchandise for another person or entities; (9) manipulated the assets and liabilities
27 between the corporate entities so as to concentrate the assets in one and the liabilities in another; (10)
28 used corporate entities to conceal their ownership, management and financial interests and/or

1 personal business activities; and/or (11) used the corporate entities to shield against personal
2 obligations, and in particular the obligations as alleged in this Complaint.

3 c. At all times relevant thereto, Superbrands was not only influenced and governed by
4 Bold, but there was such a unity of interest and ownership that the individuality, or separateness, of
5 Bold and Superbrands has ceased, and that the facts are such that an adherence to the fiction of the
6 separate existence of these entities would, under the particular circumstances, sanction a fraud or
7 promote injustice.

8 d. At all times relevant hereto, A3 was the alter egos of Bold, and there exists, and at all
9 times herein mentioned has existed, a unity of interest and ownership between Bold such that any
10 separateness between them has ceased to exist in that Bold completely controlled, dominated,
11 managed, and operated A3 to suit his convenience.

12 e. Specifically, at all times relevant hereto, Bold (1) controlled the business and affairs
13 of A3, including any and all of its affiliates; (2) commingled the funds and assets of the corporate
14 entities, and diverted corporate funds and assets for his own personal use; (3) disregarded legal
15 formalities and failed to maintain arm's length relationships among the corporate entities; (4)
16 inadequately capitalized Superbrands; (5) used the same office or business location and employed
17 the same employees for all the corporate entities; (6) held himself out as personally liable for the
18 debts of the corporate entities; (7) used the corporate entities as a mere shells, instrumentalities or
19 conduits for himself and/or his individual businesses; (8) used the corporate entities to procure labor,
20 services or merchandise for another person or entities; (9) manipulated the assets and liabilities
21 between the corporate entities so as to concentrate the assets in one and the liabilities in another; (10)
22 used corporate entities to conceal their ownership, management and financial interests and/or
23 personal business activities; and/or (11) used the corporate entities to shield against personal
24 obligations, and in particular the obligations as alleged in this Complaint.

25 f. At all times relevant thereto, A3 was not only influenced and governed by Bold, but
26 there was such a unity of interest and ownership that the individuality, or separateness, of Bold and
27 A3 has ceased, and that the facts are such that an adherence to the fiction of the separate existence of
28 these entities would, under the particular circumstances, sanction a fraud or promote injustice.

1 g. Thus, under the alter ego doctrine, Bold, Superbrands and A3 are liable for all
2 damages caused by the wrongful conduct alleged in this complaint.

3 24. As alleged herein, Plaintiffs, as members of AAA ABC, are filing and will adequately
4 prosecute the Compliant derivatively on behalf of AAA ABC to redress substantial injuries suffered,
5 and to be suffered, because of Defendants' wrongful acts.

6 25. Making a pre-suit demand on AAA ABC's Board is futile and, therefore, excused as a
7 matter of law because of the following reasons: while AAA ABC's Board is currently made up of
8 Bold and Cho, Bold has a controlling interest in the Board and can do as he wants.

9 26. Accordingly, Class A shareholder and member Bold and Superbrands, individually
10 and collectively, face a substantial likelihood of liability to AAA ABC for the acts described below.

11
12 **III. JURISDICTION AND VENUE**

13 27. This court has jurisdiction over Defendants because they are persons and entities with
14 sufficient minimum contacts in California, are citizens of California, and/or otherwise intentionally
15 availed themselves of the California market so as to render the exercise of jurisdiction over them by
16 the California courts consistent with traditional notions of fair play and substantial justice.

17 28. Venue is proper in the Superior Court of California, County of San Bernardino
18 pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that
19 liability arose there because at least some of the acts, omissions, and injuries that are the subject
20 matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, at
21 the relevant times transacted or transacts business, exists, and/or has an agent therein.

22
23 **IV. FACTS COMMON TO ALL CAUSES OF ACTION**

24 **A. Rich Guy Bold Buys Abrams Artist Agency and Runs It Into the Ground.**

25 **i. A3 was formed with members Bold, Attermann, and Cho.**

26 29. Entrepreneur Bold made his money when he found The Mutual Fund Store in 1996
27 and sold it to Financial Engines in 2016.

28 30. Founded in 1977, Abrams has a storied history in the entertainment industry,

1 fostering the careers of innumerable performers, filmmakers, and entertainers. Bold acquired
2 Abrams in 2018 along with his business partners Attermann and Cho, two entertainment and talent
3 industry veterans with long records of success. At that time, Attermann had 37 years of experience
4 in the entertainment industry, including 31 years at Abrams Artists/A3 and 6 years at ICM. During
5 his long tenure at Abrams/A3, Attermann has been an Agent, Head of the Talent Division, and co-
6 manager of the New York office. Cho had 19 years of experience at Abrams/A3, having served as
7 its Chief Financial Officer and President. At the time of the acquisition, Attermann and Cho had
8 been longtime leaders at the agency, and had earned the trust and respect of its employees on both
9 coasts.

10 31. Following the acquisition, A3 consisted of three entities: a parent company, AAA
11 ABC; and two wholly-owned subsidiaries, A3 NY and A3 CA.

12 32. On or about September 25, 2018, Bold, Cho and Attermann entered into the AAA
13 ABC LLC Agreement (“**AAA ABC LLC Agreement**”). On or about September 2018, Attermann
14 and A3 NY entered into an employment agreement the terms of which ran through September 2023
15 (“**Attermann Employment Agreement**”). On or about September 25, 2018, Cho and A3 CA
16 entered into an employment agreement the terms of which ran through September 2023 (“**Cho**
17 **Employment Agreement**”).

18 **ii. Bold and his history of drug abuse and inappropriate behavior.**

19 33. He has the reputation of being a narcissist and a longtime cocaine addict. This is
20 supported by A3 employees and at least one of his ex-wives who claims “Bold has abused cocaine to
21 such an extent that it caused a rupture in his sinuses.” She also reported that Bold is very abusive
22 and controlling and would often belittle and frighten her. She reported being on edge and never
23 knew what to expect from Adam, which eventually led to her asking for a divorce. As set forth
24 herein, it is painfully clear that Bold did not learn his lesson, as he still exhibits this same abusive
25 and inappropriate behavior as he reigns over A3.

26 **iii. Bold engages in wild spending over objections of Attermann and Cho.**

27 34. Attermann and Cho were not privy to Bold’s troubled background and Bold’s
28 preternatural confidence, ambition, and access to capital won them over. From the instant Bold took

1 control, however, it became clear to everyone around him that his tenure would end disastrously.

2 35. Almost immediately, Bold embarked on a spending spree like there was no tomorrow.
3 Among other things, Bold organized an extremely lavish retreat for every employee and their plus
4 one. The retreat cost A3 over \$1 million, which was a staggering percentage of A3's total operating
5 capital. Bold also forced A3 to spend approximately \$500,000 on Rolex watches for the agents and
6 additional money to cover the agents' tax burden for the gifts. Attermann and Cho expressed deep
7 alarm at Bold's unsustainable and wasteful spending, which they foresaw would imperil the
8 agency's finances. Bold arrogantly dismissed Attermann and Cho's concerns, telling them that he
9 knew what he was doing and that this is how you build a talent agency. Of course, Attermann and
10 Cho had more than 50 cumulative years in the entertainment business, in contrast to Bold, a
11 newcomer.

12 36. When it came time to upgrade A3's New York office, Bold insisted that A3 needed
13 something far splashier, cooler, and larger than an upgrade in the existing space. Ignoring the
14 concerns of Attermann and Cho, Bold leased an office in the world-famous Empire State Building
15 and hired a top-shelf designer to deck out the new space into something spectacular but impossibly
16 expensive. A3 spent nearly \$2 million on upgrades, furniture, decorations, and other accouterments.
17 Attermann and Cho repeatedly sounded the alarm about the cost of the new space, but Bold was
18 resolute that the new space would pay for itself by attracting new clients and that Attermann and
19 Cho would have to trust him. This new space cost A3 in excess of \$160,000 in rent per month,
20 approximately four-times the costs of their prior New York office without any uptick in agency
21 growth.

22 37. Bold's wasteful spending did not stop there. Bold got all A3 agents an American
23 Express Platinum card and encouraged them to spend lavishly and freely to impress clients and
24 prospective clients and convey an impression of bottomless resources. In his view, "perception is
25 everything."

26 38. At the same time, Bold dramatically increased A3's spending on bonuses.

27 39. At Bold's unilateral direction, A3 single-handedly underwrote a film festival in
28 Duluth, Minnesota to the tune of more than \$1 million for no appreciable commercial benefit.

1 40. Bold wasted more than \$500,000 of A3’s money on a satellite office at the Pacific
2 Design Center intended as a writers' workshop. Again, this was undertaken against the advice of
3 Attermann and Cho and resulted in no commercial benefit.

4 41. Bold also spent extravagant sums on A3’s second employee retreat just before the
5 onset of the COVID-19 pandemic.

6 42. Even though the entire country shut down and economic activity ground to zero, Bold
7 adamantly refused to alter his spending. At no point would Bold entertain furloughing employees or
8 cutting A3’s headcount.

9 43. On the contrary, Bold hired a whole new team of literary agents and paid them
10 salaries higher than the market rate and higher than Attermann, Cho, and other senior leaders
11 advised him was reasonable or sustainable. Not only did he make these hires as revenue was
12 sputtering due to the pandemic, he paid them salaries well in excess of their market value, believing
13 that A3 needed to overpay them to attract them to the agency. This was utter nonsense.

14 **iv. Bold creates a hostile work environment by pitting employees against**
15 **each other and showing favoritism.**

16 44. At the same time Bold was burning A3’s operating capital, his toxic leadership style
17 imperiled A3’s work environment and ability to attract and retain employees.

18 45. Bold divided employees into the “cool group” and the “not cool group” based on their
19 physical appearance and other factors. Those in the “cool group” were treated differently and
20 showered with expensive (and unnecessary) gifts. Many of those in the “not cool group” were
21 terminated because, in Bold’s view, they did not have “the look” he desired. In fact, he questioned
22 how agents he deemed unattractive could sign any clients period. He also commented that he did not
23 believe a certain female agent had “the look” to be a department head.

24 46. All employees, however, were subjected to Bold’s erratic mood swings. Employees
25 could fall out of favor on a dime and were often pitted against each other. For example, Bold
26 studiously protected his favored employees, even when it required overlooking serious misconduct
27 and overruling A3’s human resources representatives. As a result, some employees could act out
28 with impunity, causing grave harm to the morale of the rest of the workforce, some of whom were

1 stuck with incredibly abusive supervisors who were well aware there was no recourse for their
2 unlawful actions.

3 47. Bold also discussed starting a new company with his favorite agents, whom he called
4 “Seal Team Six,” a group that included many of the women and men he was habitually harassing
5 and who later either took or threatened to take legal action against A3.

6 v. **Bold gains a reputation as the “office creep” by discussing inappropriate**
7 **subjects with his employees, including his dating experiences, what he**
8 **likes in women, and having late-night chats with female employees.**

9 48. Among his other faults, Bold has deservedly developed a reputation as the “office
10 creep” and sex pest.

11 49. Numerous employees have quit, threatened to sue, filed civil rights complaints, or
12 complained about Bold’s inappropriate and gross behavior.

13 50. Bold habitually made lewd remarks to female employees and about female employees
14 in discussions with male employees. He regularly rated the attractiveness of female employees and
15 gave them unsolicited personal advice, including urging one individual to wear lingerie for her
16 husband. Bold told a female employ that “men love blow jobs to keep them happy.”

17 51. Bold also frequently pressured employees, male and female, into discussing
18 uncomfortable and inappropriate personal topics, including his divorce (including custody issues),
19 dating life, and sex life.

20 • Bold forced employees to listen to him discuss his sexual preferences, high
21 testosterone levels, and sex drive.

22 • At Bold’s request, an A3 employee sent a follow-up text message to Bold with
23 a link to a dating website for millionaires. Bold replied with the following text message: “talk about
24 earning a promotion!” This made the employee feel very uncomfortable as he knew he would be
25 required to continue engaging in these conversations with Bold.

26 • Bold told female and male employees that he could not help it but “guys like
27 breasts.”

28 • Bold often steered work calls to inappropriate personal subjects, such as

1 whether to buy a girl flowers “if she bangs him” and asking for advice on how to sleep with the
2 women he was pursuing.

3 • In conversations with female employees, Bold alluded to wanting to sleep
4 with them, and expressed disgust at others for their physical appearance.

5 • Bold boasted to female and male employees of his sexual exploits with young
6 women, including with a 24-year-old he claimed had shown him her breasts, and lamented having
7 flown to San Francisco to go on a date with a woman who then refused to sleep with him. Bold
8 ominously proclaimed to a tall brunette female employee that tall brunettes are his type.

9 • Bold told a female employee that he did not buy her a purse because he
10 wanted to “fuck” her.

11 • Bold suggested to a female employee that she would be looked at negatively
12 among the A3 brass if she decided to get pregnant.

13 • Perhaps realizing he was gaining a reputation as the office “creepo” Bold
14 often asked his employees in a threatening manner whether he actually was a “creepo.” Of course, he
15 asked these questions of his subordinates in a way that they could only respond in the negative.

16 • Bold also stated to multiple employees that he wanted to hire younger,
17 attractive female agents because this would sway potential clients into signing with the company. He
18 specifically referenced two particular individuals as examples of employees who “fit” his criteria.

19 • Bold revealed personal discussions he had with an agent about that agent’s
20 advancement in A3 with another agent who had no business learning this information.

21 • Bold often yelled at agents outside of office hours and told several agents that
22 they must “swear on [their] life not to repeat” what he said to them.

23 • Bold called clients and had disturbing calls with them without first informing
24 the client’s agent of his intention to do so.

25 • Bold told a female employee that he preferred his wife in a position where she
26 could not talk.

27 • Bold told an agent she was not being promoted because another female agent
28 felt threatened by her.

1 • Bold told an agent that after he sells the parts of A3, what is left will be “*the*
2 *Land of Misfit Toys.*”

3 • A paranoid Bold would ask his employees at the beginning of his phone calls
4 if they were recording the call because it was illegal to do so under California law.

5 • When an employee questioned Bold’s response to a prior statement he had
6 made, Bold harshly responded “*Is that what your fucking lawyer told you!?*”

7 • A3 recently learned that Bold took a potential A3 client out to lunch and asked
8 her on a date. The potential client’s manager reached out to A3’s point agent and said this potential
9 client felt uncomfortable and did not sign with A3.

10 52. These types of conversations were not irregular or isolated. On the contrary,
11 employees regularly dealt with this behavior from Bold, and many experienced dozens, if not
12 hundreds, of these incidents. It was widely known among A3 employees that Bold was sex-obsessed
13 and that all female employees could expect to be objectified, if not worse.

14 53. As a result of Bold’s actions, A3 employees reported being too traumatized to attend
15 work events in fear that they would be forced into a compromising situation. Bold’s ongoing
16 advances and statements and the employees’ inability to speak up for fear of retaliation caused them
17 physical and emotional distress. Bold even went as far as to intimidate and overrule A3’s human
18 resources department. This severely undermined Attermann and Cho, who invariably referred human
19 resources issues to the human resources department.

20 54. Bold also provided confidential employee information with other employees and even
21 openly discussed employee salaries and the reasoning behind his decision regarding employee
22 promotions with other employees. Bold even discussed his desire to lesson Attermann’s role in the
23 company with A3 employees.² He even went to far as to ask employees who they liked better
24 Attermann or Cho.

25 55. Numerous employees reported Bold’s actions to human resources and to Attermann
26 and Cho. However, due to Bold’s ownership interest in A3 and ability to turn off funding, no one
27

28 _____
² While Bold refused to schedule a Board meeting, he often tried to get Cho to side with him and fire Attermann.

1 had the authority to stop him. Even after becoming aware of how uncomfortable he was making his
2 employees, Bold never altered his behavior.

3 v. **Bold’s inappropriate actions cause agents to file, or threaten to file,**
4 **employment-based claims against A3 and to leave the company. Bold**
5 **settles them without consulting the A3 board.**

6 56. Unsurprisingly, Bold’s conduct numerous times put A3 in serious legal jeopardy.
7 Several employees have either filed or threatened to file lawsuits and/or civil rights complaints
8 against Bold and A3 alleging sexual harassment, retaliation, hostile work environment, and other
9 related claims arising from Bold’s sex-crazed and unhinged behavior.

10 57. To make matters worse, Bold secretly negotiated settlements with many of these
11 employees without disclosing them to Attermann or Cho. His failure to seek Board approval for
12 these settlements violates the AAA ABC Operating Agreement, which requires Board approval of
13 such settlements.

14 vii. **Bold’s inappropriate actions and unfettered conduct destroy A3’s value.**

15 58. The result of Bold’s disastrous leadership of A3 has been an exodus of experienced
16 agents, a steep devaluation of the agency’s financial circumstances and prospects, an enormous debt
17 burden, and an unsettled, traumatized workforce that Bold intends to sell-off along with their
18 revenues or abandon them after selling off A3’s most profitable divisions and most successful
19 agents.

20 59. These travails have not only caused extreme anxiety among the A3 workforce but
21 have also played out publicly in the press, causing further damage to the agency’s reputation.

22 60. It did not help that Bold developed a reputation for trashing his own agency and its
23 agents.

24 viii. **Bold induces Cho and Attermann to give up their rights in AAA ABC**
25 **through fraud, undue influence, and duress.**

26 61. Bold is currently in the final stages of negotiations for Gersh to acquire the Digital
27 and Unscripted Divisions of A3. He has also agreed to sell contracts of agents from other divisions
28 to Gersh as well.

1 62. Despite Bold’s ongoing negotiations for months or years to sell A3, Bold hid his
2 intentions from Attermann and Cho. The reason is that Bold knew Attermann and Cho would object
3 to the sale of Digital and Unscripted, two of A3’s most profitable divisions. He also knew that
4 Attermann and Cho would demand visibility into the terms of the deal, with particular attention to
5 what would remain of A3 after the deal was consummated.

6 63. Moreover, the obvious solution to A3’s financial difficulties was to cut its spending
7 and headcount, which Bold had long resisted even as its overhead became untenable.

8 64. However, Bold had something altogether different in mind—something that would
9 benefit him and him alone.

10 65. In or around May 2023, through coercion and a series of misrepresentations, Bold
11 induced Attermann and Cho to execute a series of documents, including amendments to the AAA
12 ABC Operating Agreement and amendments to Attermann and Cho’s employment agreements, that
13 stripped them of any authority to protect A3.

14 66. Prior to the May 2023 amendments, A3 was managed by the Board consisting of its
15 three significant equity holders: Bold, Cho, and Attermann. Subject to certain exceptions, significant
16 actions by A3 required the formal approval of a majority of the Board.

17 67. In May 2023, Bold wielded his weight as the majority equity holder and primary
18 lender to A3 to re-negotiate with Cho and Attermann their respective employment agreements.
19 These amendments: (i) removed all of Attermann’s voting rights with respect to his equity and
20 removed him from the Board, and (ii) granted Bold the right to negotiate a sale of A3 or its assets
21 without the approval of the Board. Bold exerted extreme pressure on Cho and Attermann to agree to
22 these changes.

23 68. On or about February 15, 2023, Bold, through Chris Elliot, informed Attermann that
24 if he did not agree to sign an amendment to his employment agreement and an amendment to the
25 AAA ABC Operating Agreement, (1) Attermann would be terminated immediately despite having
26 several months remaining on his employment agreement and (2) Bold would cease funding A3 and
27 the company would go under. Without debt financing from Bold, A3 would quickly be unable to
28 make payroll, let alone continue operations.

1 69. In or around May 2023, in a series of telephone calls, Bold, through Chris Elliot,
2 informed Cho that if he did not agree to sign an amendment to his employment agreement and an
3 amendment to the AAA ABC Operating Agreement, (1) Cho’s employment agreement would not be
4 extended after it expired in September 2023, and (2) Bold would cease funding A3.

5 70. Beyond the extreme pressure Bold brought to bear on Cho and Attermann, he also
6 made a series of critical misrepresentations to induce their assent.

7 71. In or around April 2023, Bold, through Elliott, specifically informed Attermann that
8 he should accept the amendments to his employment agreement and to the AAA ABC operating
9 agreement because he would never sell A3 anything less than \$60 million – which was the
10 company’s current worth – and that Attermann would get no less than \$5 million when he sold A3.
11 Bold, through Elliott, insisted that a \$60 million purchase price was a floor, not a ceiling, and was
12 very clear that he would never entertain a sale of A3 for less than that, and he expected any sale
13 price to be well in excess of \$100 million (“**Bold Representations to Attermann**”). In other words,
14 Bold promised Attermann that he would ‘get rich’ if he agreed to his terms while simultaneously
15 threatening to burn A3 to the ground unless Attermann did what Bold demanded.

16 72. In or around May 2023, in a series of telephone calls, Bold specifically informed Cho
17 that he should accept the amendments to his employment agreement and to the AAA ABC operating
18 agreement because he would never sell A3 anything less than \$60 million – which was the
19 company’s current worth – and that Cho would get no less than \$5 million when he sold A3. He was
20 very clear that he would never entertain a sale of A3 for less than that, and he expected any sale
21 price to be well in excess of \$100 million (“**Bold Representations to Cho**”).

22 73. Keeping in line with the Bold Representations to Attermann and Bold
23 Representations to Cho (collectively, “**Bold Representations**”), each of Attermann and Cho’s
24 renewed employment agreements (the “**Amended Attermann Employment Agreement**” and
25 “**Amended Cho Employment Agreement**”) contained a provision entitled “Repurchase[.]” The
26 repurchase provision provides a guarantee that, in connection with any buyout of Cho’s and
27 Attermann’s shares, the purchase price would be no less than \$5 million each.

28 74. As set forth above, Bold’s promises of riches were paired with parallel threats of ruin.

1 Bold was very clear to Cho and Attermann that he would pull funding if they did not agree to his
2 terms, but that if they got on board, they would get rich. Given Bold’s erratic and impulsive nature,
3 along with the undue influence he was putting on them, coupled with their belief that they had no
4 alternative but to assent, the extreme duress they were feeling, and Bold’s bold promise to make
5 them rich if they signed, Attermann and Cho “agreed” to sign the documents. On or about May 11,
6 2023, Attermann signed the Amended Attermann Employment Agreement and the Amendment to
7 Limited Liability Company Agreement of AAA ABC Acquisition, LLC, dated September 25, 2018
8 (“**Amendment to LLC Agreement**”). On or about May 29, 2023, Cho signed the Amended Cho
9 Employment Agreement and the Second Amendment to Limited Liability Company Agreement of
10 AAA ABC Acquisition, LLC, dated September 25, 2018 (“**2nd Amendment to LLC Agreement**”).
11 The (1) Amended Attermann Employment Agreement, (2) Amendment to LLC Agreement; (3)
12 Amended Cho Employment Agreement; and (4) 2nd Amendment to LLC Agreement, will be
13 collectively referred to herein, as the “**Forced Documents**.”

14 **B. Bold Provides Confidential and Proprietary Information Regarding A3’s**
15 **Business, Clients, and Employees to A3’s Competitors.**

16 75. All the while, Bold was secretly shopping A3 to prospective buyers, most of whom
17 were competitors. In service of his fire sale, Bold engaged in flagrant breaches of his fiduciary duties
18 and confidentiality obligations by providing A3’s confidential and trade secret information to
19 competitors.

20 76. On information and belief, Bold provided the following confidential and trade secret
21 information to prospective buyers: (i) employment agreements of A3’s employees (the A3 agents),
22 (ii) A3’s client list, (iii) compensation of A3’s clients, including length of current deals and
23 upcoming deals for A3’s clients, (iv) A3’s accounting records, (v) information concerning
24 confidential settlements with A3 employees.

25 77. Plaintiffs are informed and believe, and based thereon allege, that Bold did not take
26 adequate steps to preserve the confidentiality of A3’s proprietary information and trade secrets when
27 discussing, and showing, A3’s confidential and trade secret information to possible purchasers of A3
28 and other third parties.

1 78. At no point did Attermann or Cho consent to Bold providing unfettered access to
2 outsiders, much less competitors.

3 79. On information and belief, at the time he made the Bold Representations, Bold was
4 shopping A3 at a valuation well below the \$60 million that he represented as the floor during
5 negotiations with Cho and Attermann. He was also informing his competitors that the agency
6 business was a bad business model. That is, Bold deliberately misrepresented the present value of
7 the company to induce Cho and Attermann to agree to terms stripping them of their power.

8 80. Cho and Attermann also have reason to believe that Bold was offering potential
9 buyers their pick of A3's best agents and was actually providing confidential information regarding
10 A3 agents and their clients to these potential buyers in an effort to raise A3's purchase price.

11 81. Bold ultimately entered into serious negotiations for a potential transaction with
12 Gersh. On or about September 27, 2023, Bold executed on behalf of A3 a Summary of Principal
13 Terms (the "**Term Sheet**") with Gersh outlining the proposed terms of such a transaction (the
14 "**Gersh Deal**").

15 82. The only other Manager of A3 at the time, Cho, was not involved in the negotiations
16 and received little to no information from Bold about the Gersh Deal. What little information he did
17 learn came from Chris Elliott. No board meetings have been called or held about the Gersh Deal or
18 any other transaction.

19 83. It is now clear that Bold used the renegotiation of Cho's and Attermann's
20 employment agreements to clear the way for the Gersh Deal.

21 84. It is also clear that Bold structured the Gersh Deal to benefit himself alone. From
22 what can be gleaned of the deal terms, Bold intends to sell A3's most profitable divisions, Digital
23 and Unscripted, along with A3's most important agents, to Gersh. Even now, due to widespread
24 awareness of the Gersh Deal, Gersh agents are pursuing A3's clients. After such a transaction, A3
25 would remain only a shell of its former self, severely hamstrung in its continued ability to do
26 business. However, it would still be saddled with significant debt incurred by Bold, including the
27 Empire State Building office lease. There is every reason to believe that Bold will take the proceeds
28 from any such sale and pay himself back, then drive A3 into bankruptcy. Although this plan might

1 benefit Bold, it would be calamitous for A3, Attermann, Cho, and A3's employees.

2 85. After being incommunicado for months, on or about November 19, 2023, Bold sent
3 an email to the entire A3 team promising that there would be no terminations before the end of the
4 year. While the email implied it was on behalf of Attermann and Cho as well, neither had been
5 consulted whatsoever. In fact, neither is presently able to reach Bold, who has ignored all outreach,
6 despite the dire state of A3 and the fast-moving developments in relation to the Gersh Deal. Indeed,
7 Attermann and Cho have been bombarded with inquiries from employees about the implications of
8 Bold's email; however, they have no special insight into Bold's intentions given his refusal to
9 communicate with them.

10 **FIRST CAUSE OF ACTION**

11 **INJUNCTIVE RELIEF, INCLUDING TEMPORARY RESTRAINING ORDER**

12 **(By Plaintiffs, Individually and Derivatively, Against Defendants)**

13 86. Plaintiffs reallege and incorporate herein by reference the allegations contained in
14 the foregoing paragraphs with the same force and effect as though fully set forth herein.

15 87. An actual controversy has arisen between Plaintiffs and Bold: (a) Plaintiffs believe
16 and contend that Bold has provided A3's confidential and trade secret information to A3's
17 competitors in order to permit these competitors to purchase A3 as a discount. Plaintiffs believe
18 and contend that Bold has provided to Gersh and possibly other A3 competitors the following
19 confidential and trade secret information: (i) employment agreements of A3's employees (the A3
20 agents), (ii) A3's client list, (iii) compensation of A3's clients, including length of current deals and
21 upcoming deals for A3's clients, (iv) A3's accounting records, (v) and information concerning
22 confidential settlements with A3 employees. Bold has also taken the position that he can sell
23 portions of A3, without the input and approval of Plaintiffs. However, Plaintiffs contend that the
24 Forced Documents, which purportedly grant Bold unfettered control of A3, were obtained through
25 fraud, undue influence, and duress and will be rescinded through this Action.

26 88. Plaintiffs are informed and believe and thereon allege that they, and A3, will suffer
27 imminent and irreparable harm if Bold (a) continues to unlawfully disclose A3's confidential and
28 trade secret information to A3's competitors and (b) is permitted to sell A3 to Gersh or any other of

1 A3's competitors until this Court can rule on Plaintiffs' rescission claims. If the Forced Documents
2 are rescinded, Attermann will be reinstated to the Board and the amendments to the AAA ABC
3 LLC Agreement will be reversed, allowing Plaintiffs to vote against the sale of A3's marquee
4 divisions and agents.

5 89. Plaintiffs seek a temporary restraining order and preliminary and permanent
6 injunction, (a) restraining Bold from disclosing any further confidential and trade secret information
7 to A3's competitors indefinitely, and (b) restraining Bold from transferring, conveying, assigning or
8 selling A3 (or any parts of A3) until such time as a Court determines Plaintiffs' rescission claims as
9 set forth herein.

10 90. The injunction and restraining orders are necessary and appropriate for A3 to remain
11 viable and prevent A3's competitors from gaining confidential information about A3's contracts,
12 processes, employees, and clients. The injunction and restraining orders are further necessary and
13 appropriate to permit Plaintiffs sufficient time for the Court to rule on their rescission claims so
14 they can be put back into a position to prevent the sale of A3 or parts of it. Plaintiffs have no
15 adequate remedy at law for the injuries which Plaintiffs and A3 will suffer if a temporary
16 restraining order and preliminary and permanent injunction is not issued in that Bold will continue
17 to harm A3 by unlawfully disclosing confidential and trade secret information and herein described
18 and will sell A3 without authority to do so which will cause great harm to Plaintiffs' interests in A3
19 and harm to A3 which will, after the sale, be nothing but a shell of its former self.

20 **SECOND CAUSE OF ACTION**

21 **FRAUD IN THE INDUCEMENT**

22 **(By Plaintiffs, Individually, Against all Defendants)**

23 91. Plaintiffs reallege and incorporate herein by reference the allegations contained in
24 the foregoing paragraphs with the same force and effect as though fully set forth herein.

25 92. As set forth herein, before entering into the Forced Documents, Bold, on behalf of
26 himself, Superbrands, and A3, made the Bold Representations with the intent to deceive each of the
27 Plaintiffs into signing the Forced Documents, knowing that the Bold Representations were false. In
28 reality, on information and belief, Bold had already engaged the would-be-buyer of A3 in

1 discussions to buy A3 at a price below \$60 million and Bold had no intention of guaranteeing
2 Attermann and Cho \$5 million each as a floor once he sold A3. Bold made the Bold
3 Representations in order to induce each of the Plaintiffs to sign the Forced Documents. Indeed, the
4 Bold Representations convinced each of the Plaintiffs to enter into the Forced Documents described
5 herein.

6 93. The Bold Representations were false, and Bold, on behalf of himself, Superbrands,
7 and A3, knew they were false at the time they were made. Bold on behalf of himself, Superbrands,
8 and A3, knew that (a) he was in the process of selling A3 and informing potential buyers that the
9 business was not profitable for him and (b) the value of the A3 business was not close to the \$60
10 million number he represented to each of the Plaintiffs in his conversations with them.

11 94. The Bold Representations were made with the intent of deceiving each of the
12 Plaintiffs into entering into the Forced Documents and tricking each of the Plaintiffs into giving up
13 their ability to veto the sale of A3's most profitable divisions and agents. Bold succeeded in doing
14 this by making the Bold Representations as herein alleged. All of said Bold Representations were
15 made with the intent that each of the Plaintiffs rely on the Bold Representations. Bold, on behalf of
16 himself, Superbrands, and A3, knew that the Plaintiffs would not enter into the Forced Documents
17 if they knew the true facts.

18 95. It was reasonable for each of the Plaintiffs to rely on the Bold Representations since,
19 at the time, Bold, on behalf of himself, Superbrands and A3 was the investor in A3 and knew all of
20 its business dealings, along with what he was discussing with third parties about A3's business and
21 the talent representation business in general. Moreover, the Plaintiffs had no reason to believe that
22 Bold would lie to them at that time since he wanted to grow his company. In reasonable reliance on
23 the Bold Representations, the Plaintiffs took the actions herein alleged and entered into the Forced
24 Documents. The Bold Representations were material in the Plaintiffs' decision to sign the Forced
25 Documents whereby they agreed, among other things, to give up their ability to block the Gersh
26 Deal. At the time the Bold Representations were made, the Plaintiffs (1) did not know that the Bold
27 Representations were false; (2) did not know that Bold, on behalf of himself, Superbrands, and A3
28 had the intention to deceive Plaintiffs to get him to sign the Forced Documents; (3) believed the

1 Bold Representations to be true; and (4) justifiably and reasonably relied on each of the Bold
2 Representations, concealments and/or failures to disclose as alleged above and, in doing so,
3 changed his position to his detriment by doing each and all of the things alleged above, including
4 but not limited to executing the Forced Documents. If not for the Bold Representations, Plaintiffs
5 would not have done any of the above herein described, incurred expenses, fees, and costs, or
6 otherwise performed as alleged hereinabove.

7 96. As a direct and proximate result of the aforementioned misrepresentations,
8 concealments, and/or failures to disclose, Plaintiffs have been damaged in an amount in excess of
9 the jurisdictional minimum of this Court.

10 97. The conduct of Bold on behalf of himself, Superbrands, and A3 was wanton, willful,
11 deliberate, and in conscious disregard of the rights and feelings of each of the Plaintiffs, and/or
12 undertaken with the intent to cause Plaintiffs injury, and constitutes fraud and malice, express and
13 implied. Plaintiffs are entitled to an award of damages by way of punishment and example against
14 Defendants in an amount as the trier of fact deems just and proper.

15 **THIRD CAUSE OF ACTION**

16 **NEGLIGENT MISREPRESENTATION**

17 **(By Plaintiffs, Individually and Derivatively of Behalf of A3 Against Defendants)**

18 98. Plaintiffs reallege and incorporate herein by reference the allegations contained in
19 the foregoing paragraphs with the same force and effect as though fully set forth herein.

20 99. Prior to entering into the Forced Documents, Bold, on behalf of himself,
21 Superbrands, and A3, made the Bold Representations, with the intent to deceive each of the
22 Plaintiffs into signing the Forced Documents knowing that the Bold Representations were false as
23 set forth herein. Indeed, it was the Bold Representations that convinced each of the Plaintiffs to
24 enter into the Forced Documents herein described.

25 100. The Bold Representations were false and Bold, on behalf of himself, Superbrands,
26 and A3, knew the Bold Representations were false at the time they were made. Bold on behalf of
27 himself, Superbrands, and A3, knew that (a) he was in the process of selling A3 and informing
28 potential buyers that the business was not profitable for him and (b) the value of the A3 business

1 was not close to the \$60 million number he represented to each of the Plaintiffs in his individual
2 conversations with them.

3 101. Bold, on behalf of himself, Superbrands, and A3, knew or should have known that
4 the Bold Representations would deceive Plaintiffs into entering into the Forced Documents and
5 deceive Plaintiffs into giving up their right to veto the sale of A3's most profitable divisions and
6 agents. Bold, on behalf of himself, Superbrands, and A3, wanted to get Plaintiffs to enter into the
7 Forced Documents so that he would be able to control all A3 decisions and sell the company
8 without opposition. Bold succeeded in doing this by making the Bold Representations. All of said
9 Bold Representations were made with the intent that Plaintiffs would not enter into the Forced
10 Documents if they knew the true facts.

11 102. It was reasonable for each of the Plaintiffs to rely on the Bold Representations since,
12 at the time, Bold, on behalf of himself, Superbrands and A3 was the investor in A3 and knew all of
13 its business dealings, along with what he was discussing with third parties about A3's business and
14 the talent representation business in general. Moreover, at that time, the Plaintiffs had no reason to
15 believe that Bold would lie to them since he wanted to grow his company. In reasonable reliance
16 on the Bold Representations, the Plaintiffs took the actions herein alleged and entered into the
17 Forced Documents. The Bold Representations were material in Plaintiffs' decision to sign the
18 Forced Documents as set forth herein. At the time the Bold Representations were made, the
19 Plaintiffs (1) did not know that the Bold Representations were false; (2) did not know that Bold on
20 behalf of himself, Superbrands, and A3 had the intention to deceive Plaintiffs in order to get him to
21 sign the Forced Documents; (3) believed the Bold Representations to be true; and (4) justifiably and
22 reasonably relied on each of the Bold Representations, concealments and/or failures to disclose as
23 alleged above and, in doing so, changed his position to his detriment by doing each and all of the
24 things alleged above, including but not limited to executing the Forced Documents. If not for the
25 Bold Representations, Plaintiffs would not have done any of the above herein described, incurred
26 expenses, fees, and costs, or otherwise performed as alleged hereinabove.

27 103. As a direct and proximate result of the aforementioned misrepresentations,
28 concealments, and/or failures to disclose, Plaintiffs have been damaged in an amount in excess of

1 the jurisdictional minimum of this Court.

2 **FOURTH CAUSE OF ACTION**

3 **RESCISSION BASED ON FRAUDULENT INDUCEMENT (BOLD REPRESENTATIONS)**

4 **(By Plaintiffs, Individually and Derivatively of Behalf of A3 Against Defendants)**

5 104. Plaintiffs reallege and incorporate herein by reference the allegations contained in
6 the foregoing paragraphs with the same force and effect as though fully set forth herein.

7 105. The apparent consent of Plaintiffs to the Forced Documents was not real, mutual, or
8 free in that each of their consents was obtained through fraud as alleged herein.

9 106. As set forth herein, Bold, on behalf of himself, Superbrands, and A3, made the Bold
10 Representations. Plaintiffs' reliance on the Bold Representations was integral in their decision to
11 enter into the Forced Documents.

12 107. The Bold Representations were false in that Bold had already engaged the would-be-
13 buyer of A3 in discussions to buy A3 at a price below \$60 million, had already engaged in
14 discussion criticizing the talent agency business, and Bold had no intention of guaranteeing
15 Attermann and Cho \$5 million each as a floor once he sold A3. Plaintiffs would not have entered
16 into the Forced Documents if they knew the true facts.

17 108. The Bold Representations were false and Bold, on behalf of himself, Superbrands,
18 and A3, knew they were false at the time they were made. Bold on behalf of himself, Superbrands,
19 and A3, knew that he had already engaged the would-be-buyer of A3 in discussions to buy A3 at a
20 price below \$60 million, he had already engaged in discussions criticizing the talent agency
21 business and had no intention of guaranteeing Attermann and Cho \$5 million each as a floor once
22 he sold A3.

23 109. As a direct and proximate result of the aforementioned fraudulent Bold
24 Representations alleged herein, Plaintiffs have been damaged because Cho gave up his ability to
25 veto and sale of A3 and Attermann gave up his position on the Board and gave up his ability to veto
26 the sale of A3.

27 110. Plaintiffs seek rescission of all four of the Forced Documents because Plaintiffs have
28 no other adequate remedy at law. If the Forced Documents are not rescinded, the Plaintiffs will

1 suffer irreparable harm and injury because Bold will sell A3's most profitable divisions and agents,
2 and the Plaintiffs will be left with shares in a very different, far less appealing A3.

3 111. Plaintiffs intend service of the Summons and Complaint in this action to serve as
4 notice of rescission of the Forced Documents. Plaintiffs hereby offer to restore to Bold,
5 Superbrands, and A3 any consideration furnished by Bold, Superbrands, and A3 under the Forced
6 Documents including the Forced Documents and Plaintiffs' payment thereunder. Plaintiffs will
7 return the aforementioned on the condition that (1) Plaintiffs' full rights under the AAA ABC LLC
8 Agreement are revived; (2) Plaintiffs' full rights under the Attermann and Cho Employment
9 Agreements are revived; and (3) any and all rights that Bold, Superbrands and/or A3 otherwise
10 purported to acquire under the Forced Documents revert back to Plaintiffs and Superbrands and/or
11 A3 release, relinquish, waive and forego any and all such rights.

12 112. As a direct and proximate result of Bold, Superbrands, and A3's wrongful conduct –
13 through the actions of Bold, as alleged above, on the basis of which wrongful conduct Plaintiffs
14 have sought to rescind the Forced Documents, Plaintiffs have sustained consequential damages,
15 together with accrued interest therein at the legal rate, in an amount subject to proof at the time of
16 trial.

17 **FIFTH CAUSE OF ACTION**

18 **RESCISSION BASED ON UNDUE INFLUENCE**

19 **(By Plaintiffs, Individually and Derivatively of Behalf of A3 Against Defendants)**

20 113. Plaintiffs reallege and incorporate herein by reference the allegations contained in
21 the foregoing paragraphs with the same force and effect as though fully set forth herein.

22 114. Plaintiffs' consent to enter into the Forced Documents was not real, mutual, or free;
23 it was obtained through undue influence as alleged herein.

24 115. Cho was a AAA ABC member and A3 CA employee who was being threatened to
25 (i) be terminated at the expiration of his Cho Employment Agreement; (ii) Bold would stop funding
26 A3 CA and A3 NY immediately; and (iii) Bold would make sure Cho did not receive his promised
27 equity. Bold on behalf of himself, Superbrands, and A3, influenced supremacy over Cho in that
28 Bold, through Superbrands, funded the business operations of A3 and Bold had ultimate authority

1 over AAA ABC. Bold for himself, Superbrands, and A3 took grossly oppressive and unfair
2 advantage over Cho's necessities and distress and unduly influenced him to sign the Forced
3 Documents by making the aforementioned threats.

4 116. Because of Cho's anguish, mental state, and his position in AAA ABC and A3 CA,
5 as a subordinate to Bold and Superbrands, based on the representations by Bold, on behalf of
6 himself, Superbrands, and A3, as herein alleged, including those coercive actions taken as stated in
7 the previous paragraph, Bold, for himself, and Superbrands, through its representative Bold, and A3
8 through Bold, were able to substitute their will and judgment in place of Cho's own and thus obtain
9 Cho's signature to the Forced Documents through coercive measures. Cho's consent would not
10 have been given but for this undue influence.

11 117. Attermann was a AAA ABC member and A3 NY employee who was being
12 threatened to (i) be terminated immediately from his Attermann Employment Agreement; (ii) Bold
13 would stop funding A3 immediately; and (iii) Bold would make sure Attermann did not receive his
14 promised equity. Bold on behalf of himself, Superbrands, and A3, influenced supremacy over
15 Attermann in that Bold, through Superbrands, funded the business operations of A3 CA and A3 NY
16 and Bold had ultimate authority of AAA ABC. Bold for himself, Superbands and A3 took grossly
17 oppressive and unfair advantage over Attermann's necessities and distress and unduly influenced
18 him to sign the Forced Documents by making the aforementioned threats.

19 118. Because Attermann's anguish, mental state, and his position in AAA ABC and A3
20 NY, as a subordinate to Bold and Superbrands, based on the representations by Bold, on behalf of
21 himself, Superbrands, and A3, as herein alleged, including those coercive actions taken as stated in
22 the previous paragraph, Bold, for himself, and Superbrands, through its representative Bold, and A3
23 through Bold, were able to substitute their will and judgment in place of Attermann's own and thus
24 obtain Cho's signature to the Forced Documents. Attermann's consent would not have been given
25 but for this undue influence.

26 119. Plaintiffs seek rescission of all four of the Forced Documents because Plaintiffs have
27 no other adequate remedy at law. If the Forced Documents are not rescinded, Plaintiffs will suffer
28 irreparable harm and injury because Bold will sell A3, and Plaintiffs will be left with shares in a

1 very different, far less appealing A3.

2 120. Plaintiffs intend service of the Summons and Complaint in this action to serve as
3 notice of rescission of the Forced Documents. Plaintiffs will return the aforementioned on the
4 condition that (1) Plaintiffs' full rights under the AAA ABC LLC Agreement are revived; (2)
5 Plaintiffs full rights under the Attermann and Cho Employment Agreements are revived; and (3)
6 any and all rights that Bold, Superbrands and/or A3 otherwise purported to acquire under the
7 Forced Documents revert back to Plaintiffs and Superbrands and/or A3 release, relinquish, waive,
8 and forego any and all such rights.

9 121. As a direct and proximate result of Bold, Superbrands and A3's wrongful conduct –
10 through the actions of Bold, as alleged above, on the basis of which wrongful conduct Plaintiffs
11 have sought to rescind the Forced Documents, Plaintiffs have sustained consequential damages,
12 together with accrued interest therein at the legal rate, in an amount subject to proof at the time of
13 trial.

14 **SIXTH CAUSE OF ACTION**

15 **RESCISSION BASED ON DURESS**

16 **(By Plaintiffs, Individually and Derivatively of Behalf of A3 Against Defendants)**

17 122. Plaintiffs reallege and incorporate herein by reference the allegations contained in
18 the foregoing paragraphs with the same force and effect as though fully set forth herein.

19 123. Plaintiffs' consent to enter into the Forced Documents was not real, mutual, or free
20 in that it was obtained through duress as herein alleged.

21 124. Cho was a AAA ABC member and A3 CA employee who was being threatened to
22 (i) be terminated at the expiration of his Cho Employment Agreement; (ii) Bold would stop funding
23 A3 CA and A3 NY immediately; and (iii) Bold would make sure Cho did not receive his promised
24 equity. Bold on behalf of himself, Superbrands, and A3, influenced supremacy over Cho in that
25 Bold, through Superbrands, funded the business operations of A3 CA and A3 NY and Bold had
26 ultimate authority over AAA ABC. Bold for himself, Superbands and A3 took grossly oppressive
27 and unfair advantage over Cho's necessities and distress and unduly influenced him to sign the
28 Forced Documents by making the aforementioned threats.

1 125. Because of Cho’s anguish, mental state, and his position in AAA ABC and A3 NY,
2 as a subordinate to Bold and Superbrands, based on the representations by Bold, on behalf of
3 himself, Superbrands and A3, as herein alleged, including those coercive actions taken as stated in
4 the previous paragraph, Bold, for himself, and Superbrands, through its representative Bold, and A3
5 through Bold, were able to substitute their will and judgment in place of Cho’s own and thus obtain
6 Cho’s signature to the Forced Documents through coercive measures. Cho’s consent would not
7 have been given but for this duress.

8 126. Attermann was a AAA ABC member and A3 NY employee who was being
9 threatened to (i) be terminated immediately from his Attermann Employment Agreement; (ii) Bold
10 would stop funding A3 CA and A3 NY immediately; and (iii) Bold would make sure Attermann did
11 not receive his promised equity. Bold on behalf of himself, Superbrands, and A3, influenced
12 supremacy over Attermann in that Bold, through Superbrands, funded the business operations of A3
13 CA and A3 NY and Bold had ultimate authority of AAA ABC. Bold for himself, Superbrands and
14 A3 took grossly oppressive and unfair advantage over Attermann's necessities and distress and
15 unduly influenced him to sign the Forced Documents by making the aforementioned threats.

16 127. Because Attermann’s anguish, mental state, and his position in AAA ABC and A3
17 CA, as a subordinate to Bold and Superbrands, based on the representations by Bold, on behalf of
18 himself, Superbrands and A3, as herein alleged, including those coercive actions taken as stated in
19 the previous paragraph, Bold, for himself, and Superbrands, through its representative Bold, and A3
20 through Bold, were able to substitute their will and judgment in place of Attermann’s own and thus
21 obtain Cho’s signature to the Forced Documents. Attermann’s consent would not have been given
22 but for this duress.

23 128. In order to protect their personal and business interests, Plaintiffs considered that
24 they had no reasonable alternative and that it was necessary to agree to sign the Forced Documents.
25 Any apparent consent to the Forced Documents was obtained from each of the Plaintiffs through
26 duress, including but not limited to economic duress, committed by Bold, on half of himself,
27 Superbrands, and A3. Plaintiffs would not have consented to the Forced Documents had it not been
28 for the duress.

1 himself, Superbrands, and A3, breached his fiduciary duties to Plaintiffs and A3 by doing each of
2 the following:

- 3 a. Committing unlawful and immoral acts toward A3 employees and thus subjecting
4 A3 to legal liability the result of which included the loss of A3 employees, A3
5 clients, A3 revenue, A3's good name, and A3's value as herein described;
- 6 b. Forcing the Plaintiffs to enter into the Forced Document through undue influence
7 and duress as herein described;
- 8 c. Fraudulently inducing Plaintiffs to enter into the Forced Documents as herein
9 described;
- 10 d. Providing A3 competitors with A3's confidential and proprietary information as
11 herein described;
- 12 e. Committing unfettered spending of A3's finances and resources; as herein described;
- 13 f. Refusing to hear or consider the advice of fellow Board members concerning A3
14 issues; as herein described;
- 15 g. Breaching the AAA ABC LLC Agreement by settling legal claims brought by A3
16 employees without first bringing said claims to the Board;
- 17 h. Trying to sell A3, or portions of A3, without Plaintiffs' approval.

18 134. In doing each of the things herein alleged, Bold and Superbrands acted with malice,
19 oppression, and fraud as those terms are defined by California Civil Code Section 3294. Therefore,
20 Plaintiffs and A3 are entitled to punitive damages from Bold and Superbrands in accordance with
21 proof at trial.

22 135. Further, Plaintiffs are informed and believe, and based thereon allege, that they will
23 suffer imminent and irreparable harm in that Bold and Superbrands will abscond with a portion of
24 Plaintiffs' share of the proceeds of the sale of the A3 unless the Court issues an injunction to
25 prevent this from happening. In particular, the Court should enjoin Bold and Superbrands from
26 accepting any sale of A3.

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1 **EIGHTH CAUSE OF ACTION**

2 **BREACH OF CONTRACT (COUNT I)**

3 **(By Plaintiffs, Individually and Derivatively of Behalf of A3 Against Defendants)**

4 136. Plaintiffs reallege and incorporate herein by reference the allegations contained in
5 the foregoing paragraphs with the same force and effect as though fully set forth herein.

6 137. The AAA ABC LLC Agreement is a binding and enforceable contract governing the
7 operations of A3.

8 138. Plaintiffs have complied with the AAA ABC LLC Agreement except as prevented
9 by Bold or excused by law.

10 139. Under the AAA ABC LLC Agreement, major decision-making authority is vested in
11 a Board of Managers. The current members of the Board of Managers are Bold and Cho, with
12 Attermann having served as a manager until in or around May 2023.

13 140. Exhibit B to the AAA ABC LLC Agreement circumscribes a list of actions that
14 cannot be taken on behalf of A3 without the approval of the Board of Managers.

15 141. Subsection (h) of Exhibit B provides, in relevant part, that Board approval is
16 required before “settling any lawsuit, action, dispute or other proceeding[.]”

17 142. Bold settled numerous disputes and potential lawsuits on behalf of A3 without Board
18 approval. In doing so, he breached the AAA ABC LLC Agreement repeatedly.

19 143. As a direct and proximate result of Bold’s breaches, Plaintiffs, individually and
20 derivatively, have been damaged in an amount to be proven at trial.

21 **NINTH CAUSE OF ACTION**

22 **BREACH OF CONTRACT (COUNT II)**

23 **(By Plaintiff Cho Against Defendants AAA ABC and A3 CA)**

24 144. Plaintiffs reallege and incorporate herein by reference the allegations contained in
25 the foregoing paragraphs with the same force and effect as though fully set forth herein.

26 145. The Amended and Restated Employment Agreement is a binding and enforceable
27 contract entered into by and between Brian Cho, on the one hand, and AAA ABC and A3 CA, on
28 the other hand.

1 146. Cho has complied with the agreement except as prevented by A3 or Bold or excused
2 by law.

3 147. Section 3.2 of the agreement provides, in relevant part that Cho is entitled to receive
4 an annual guaranteed bonus during his "Employment Period" in the amount of three hundred
5 thousand dollars (\$300,000) to be paid (a) one hundred fifty thousand dollars (\$150,000) on or
6 about July 15, 2023 and (b) one hundred fifty thousand dollars (\$150,000) on or about December
7 15, 2023.

8 148. Defendants AAA ABC and A3 CA have breached the agreement by failing to pay
9 the first installment of Cho's bonus in the amount of \$150,000 by July 15, 2023, or at all. Further,
10 it is anticipated that A3 will not make the other \$150,000 bonus payment to Cho.

11 149. As a direct and proximate result of the foregoing breach, Cho has been damaged in
12 an amount no less than \$150,000 for the July 15, 2023 breach and \$150,000 anticipated breach on
13 December 15, 2023.

14 **TENTH CAUSE OF ACTION**

15 **ACCOUNTING**

16 **(By Plaintiffs, Individually and Derivatively of Behalf of A3 Against Defendants)**

17 150. Plaintiffs reallege and incorporate herein by reference the allegations contained in
18 the foregoing paragraphs with the same force and effect as though fully set forth herein.

19 151. Bold has exhibited total control over the business of A3, including the settlement of
20 certain A3 employees' claims for harassment and a hostile work environment. However, Plaintiffs
21 have not seen documents regarding these settlements.

22 152. Bold has exhibited total control over the business of A3, including the purchase of
23 certain portions of A3. However, Plaintiffs have never seen a valuation of A3 for it to be purchased
24 by a third party.

25 153. Bold is the only one who has this information and Plaintiffs request this information
26 be provided which they are entitled to now and will be entitled to once the Forced Documents are
27 rescinded.

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs prays for relief against all Defendants as follows:

3 On the First Cause of Action for Injunctive Relief Including Temporary Restraining Order:

- 4 1. For a temporary restraining order, a preliminary injunction, and a permanent injunction (to
5 the extent available) (a) restraining Bold from disclosing any further confidential and trade
6 secret information to A3's competitors indefinitely, and (b) restraining Bold from
7 transferring, conveying, assigning or selling A3 (or any parts of A3) until such time as a
8 Court determines Plaintiffs' rescission claims as set forth herein; and
9 2. For such other and further relief as justice may require.

10 On the Second Cause of Action for Fraudulent Inducement:

- 11 1. For compensatory damages according to proof;
12 2. For punitive damages in an amount that the trier of fact deems just and proper;
13 3. For pre-judgment interest at the maximum rate permitted by law;
14 4. For costs of suit incurred herein; and
15 5. For such other and further relief as the Court may deem just and proper.

16 On the Third Cause of Action for Negligent Misrepresentation:

- 17 1. For compensatory damages according to proof;
18 2. For punitive damages in an amount that the trier of fact deems just and proper;
19 3. For pre-judgment interest at the maximum rate permitted by law;
20 4. For costs of suit incurred herein; and
21 5. For such other and further relief as the Court may deem just and proper.

22 On the Fourth Cause of Action for Rescission Based on Fraudulent Inducement:

- 23 1. For a determination by this court that the Forced Documents are rescinded as a result of
24 fraud, that no obligations by Plaintiffs flow therefrom, and that Bold and Superbrands be
25 ordered to restore any and all consideration received by them from Plaintiffs and that
26 Plaintiffs be ordered to restore any and all considering received by them from Defendants;
27 2. For punitive damages in an amount that the trier of fact deems just and proper.
28 3. For pre-judgment interest at the maximum rate permitted by law;

- 1 4. For costs of suit incurred herein; and
- 2 5. For such other and further relief as the Court may deem just and proper.

3 On the Fifth Cause of Action for Rescission Based on Undue Influence:

- 4 1. For a determination by this court that the Forced Documents are rescinded as a result of
5 undue influence, that no obligations by Plaintiffs flow therefrom, and that Bold and
6 Superbrands be ordered to restore any and all consideration received by them from
7 Plaintiffs and that Plaintiffs be ordered to restore any and all considering received by them
8 from Defendants;
- 9 2. For punitive damages in an amount that the trier of fact deems just and proper.
- 10 3. For pre-judgment interest at the maximum rate permitted by law;
- 11 4. For costs of suit incurred herein; and
- 12 5. For such other and further relief as the Court may deem just and proper.

13 On the Sixth Cause of Action for Rescission Based on Duress:

- 14 1. For a determination by this court that the Forced Documents are rescinded as a result of
15 duress, that no obligations by Plaintiffs flow therefrom, and that Bold and Superbrands be
16 ordered to restore any and all consideration received by them from Plaintiffs and that
17 Plaintiffs be ordered to restore any and all considering received by them from Defendants;
- 18 2. For punitive damages in an amount that the trier of fact deems just and proper.
- 19 3. For pre-judgment interest at the maximum rate permitted by law;
- 20 4. For costs of suit incurred herein; and
- 21 5. For such other and further relief as the Court may deem just and proper.

22 On the Seventh Cause of Action for Breach of Fiduciary Duty:

- 23 1. For compensatory damages according to proof;
- 24 2. For punitive damages in an amount that the trier of fact deems just and proper;
- 25 3. For pre-judgment interest at the maximum rate permitted by law;
- 26 4. For costs of suit incurred herein; and
- 27 5. For such other and further relief as the Court may deem just and proper.

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1 On the Eighth Cause of Action for Breach of Contract:

- 2 1. For compensatory damages according to proof;
- 3 2. For pre-judgment interest at the maximum rate permitted by law;
- 4 3. For costs of suit incurred herein; and
- 5 4. For such other and further relief as the Court may deem just and proper.

6 On the Ninth Cause of Action for Breach of Contract:

- 7 1. For compensatory damages according to proof;
- 8 2. For pre-judgment interest at the maximum rate permitted by law;
- 9 3. For costs of suit incurred herein; and
- 10 4. For such other and further relief as the Court may deem just and proper.

11 On the Tenth Cause of Action for Accounting:

- 12 1. For compensatory damages according to proof; and
- 13 2. For an accounting as set forth herein.

14 On all Causes of Action

- 15 1. Attorneys' fees according to proof;
- 16 2. For the costs of suit incurred herein; and
- 17 3. For such other and further relief as this Court may deem just and proper.

18
19 Dated: December 4, 2023

FREEDMAN + TAITELMAN, LLP

20
21 By: 

22 Bryan J. Freedman
23 Brian E. Turnauer
24 Jason Sunshine

25 Attorneys for Plaintiffs ROBERT
26 ATTERMANN, Personally; BRIAN CHO,
27 Personally; ROBERT ATTERMANN and
28 BRIAN CHO Derivatively on behalf of AAA
ABC Acquisition, LLC, a Delaware limited
liability company; Abrams Artists Agency,
LLC, a New York limited liability company
d/b/a A3 Artists Agency; and A3 Artists
Agency, LLC, a California limited liability
company d/b/a A3 Artists Agency