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# UTA Slams CAA Lawsuit Over Agent Defections

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[UTA](#) contends that [CAA](#)'s litigation over the defection of about 12 former agents "is replete with improper allegations, including claims of 'unlawful' and 'illegal'" activities.

In a demurrer to CAA's complaint filed in Los Angeles Superior Court, UTA contends that CAA's lawsuit contains "glaring omissions designed to intentionally mislead the court."

CAA's lawsuit, UTA says, is "nothing more than a thinly veiled attempt to illegally restrict competition through the court system and stands in direct contravention of California's public policy favoring free and open competition, and employee mobility."

CAA filed suit in April against UTA and two former agents, [Gregory Cavic](#) and Gregory McKnight, contending that while they were still on the agency's payroll, they "worked clandestinely with each other and UTA to induce a number of CAA employees to abruptly terminate their employment with CAA and to join UTA." CAA filed a private arbitration demand against other employees it says have enforceable contracts. Cavic and McKnight were not under contract.

UTA, represented by Bryan Freedman, contends that two of the agents, Martin Lesak and Jason Heyman, have employment contracts that have exceeded seven years and are void under California's Labor Code governing personal service agreements.

"With no way around this fatal flaw, CAA instead deliberately misleads the court by alleging that Lesak and Heyman began their employment with CAA in 2009. CAA entirely suppresses the fact that it first entered into a written employment agreement with both Lesak and Heyman on July 8, 2005. The omission was no honest mistake or simple oversight."

UTA says CAA acknowledged their date of hire in their filing of a private arbitration demand.

In their filing, UTA also notes that Lesak and Heyman were once partners and employees of UTA until 2005, when CAA "poached" them and "induced" them to join their agency.

"CAA even went so far as to idemnify Heyman and Lesak in 2005 for their breach of the UTA agreements and for their anticipated solicitation of UTA's clients," UTA said in the filing. "In other words, CAA induced these very agents to terminate their employment with UTA in 2005, yet now allege that UTA's hiring back of those agents is somehow actionable."

UTA also contends that CAA's claims of conspiracy to breach fiduciary duty and duty of loyalty "fail as a matter of law, as no such duties exist by and among competitors."

In addition to UTA's demurrer, the agency also filed a motion to strike significant portions of CAA's complaint, contending that it is a "smear campaign" that relies on litigation privilege to shield itself from a defamation claim.

A spokeswoman for CAA did not immediately return a request for comment.

In their statement of claims filed in the arbitration, CAA says that Lesak and Heyman entered into new employment agreements in 2012 that contained "new and different benefits, restrictions and terms" not contained in their previous agreements. CAA added that they were advised by their own independent counsel before signing the agreements.