

1 Anthony J. Oncidi (State Bar No. 118135)
 aoncidi@proskauer.com
 2 Robert H. Horn (State Bar No. 134710)
 rhorn@proskauer.com
 3 Susan L. Gutierrez (State Bar No. 273980)
 sgutierrez@proskauer.com
 4 Christopher L. Williams (*admitted pro hac vice*)
 cwilliams@proskauer.com
 5 PROSKAUER ROSE LLP
 2049 Century Park East, 32nd Floor
 6 Los Angeles, California 90067-3206
 Telephone: (310) 557-2900
 7 Facsimile: (310) 557-2193

8 Attorneys for Plaintiff and Counterdefendant Aaron L. Mintz
 9 and Counterdefendant Creative Artists Agency, LLC

10 Louis R. Miller (State Bar No. 54141)
 smiller@millerbarondess.com
 Daniel S. Miller (State Bar No. 218214)
 11 dmiller@millerbarondess.com
 Vinay Kohli (State Bar No. 268430)
 12 vkohli@millerbarondess.com
 MILLER BARONDESS, LLP
 13 1999 Avenue of the Stars, Suite 1000
 Los Angeles, California 90067
 14 Telephone: (310) 552-4400
 15 Facsimile: (310) 552-8400

16 Attorneys for Plaintiff Aaron L. Mintz

17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA**
 19 **WESTERN DIVISION**

21 AARON L. MINTZ, an individual,
 22 Plaintiff,

23 vs.

24 MARK BARTELSTEIN & ASSOCIATES,
 INC., d/b/a Priority Sports &
 25 Entertainment; and MARK
 BARTELSTEIN, an individual,
 26 Defendants.

) Case No. CV12-2554 SVW(SSx)
) (Consolidated with Case No. CV12-
) 3055 SVW (SSx))

) **JUDGMENT**

) JS-6

27

 AND RELATED COUNTERCLAIMS

1 WHEREAS, on November 1, 2012, the motion for summary judgment as to
2 all counterclaims and motion for partial summary judgment as to the claims for
3 declaratory relief, violation of the Computer Fraud and Abuse Act (18 U.S.C.
4 § 1030), violation of the Electronic Communications Privacy Act (18 U.S.C. § 2501
5 *et seq.*), violation of the California Computer Data Access and Fraud Act (Cal. Pen.
6 Code § 502), invasion of privacy, and violation of the California Unfair Competition
7 Law (Cal. Bus. & Prof. Code § 17200), filed by plaintiff and counterdefendant
8 Aaron L. Mintz and counterdefendant Creative Artists Agency, LLC, came on for
9 hearing before this Court;

10 WHEREAS, on November 1, 2012, the motion for partial summary judgment
11 as to the counterclaims for breach of contract and breach of the duty of loyalty, filed
12 by defendants and counterclaimants Mark Bartelstein & Associates, Inc., d/b/a
13 Priority Sports & Entertainment, and Mark Bartelstein, came on for hearing before
14 this Court;

15 WHEREAS, on November 1, 2012, the Court:

- 16 (i) Granted summary judgment for plaintiff Aaron L. Mintz and against
17 defendant Mark Bartelstein & Associates, Inc., d/b/a Priority Sports &
18 Entertainment, as to his claims for invasion of privacy and violation of
19 the California Computer Data Access and Fraud Act (Cal. Pen. Code
20 § 502), and denied summary judgment as to his claim for violation of
21 the California Unfair Competition Law (Cal. Bus. & Prof. Code
22 § 17200);
- 23 (ii) Granted summary judgment for defendants Mark Bartelstein &
24 Associates, Inc., d/b/a Priority Sports & Entertainment, and Mark
25 Bartelstein and against plaintiff Aaron L. Mintz as to his claims for
26 declaratory relief, violation of the Computer Fraud and Abuse Act (18
27 U.S.C. § 1030), and violation of the Electronic Communications
28 Privacy Act (18 U.S.C. § 2501 *et seq.*); and

1 (iii) Granted summary judgment for counterdefendants Aaron L. Mintz and
2 Creative Artists Agency, LLC and against counterclaimants Mark
3 Bartelstein & Associates, Inc., d/b/a Priority Sports & Entertainment,
4 and Mark Bartelstein as to every counterclaim (and therefore denied as
5 moot counterclaimants' motion for partial summary judgment as to the
6 counterclaims for breach of contract and breach of the duty of loyalty);

7 WHEREAS, on November 9, 2012, plaintiff Aaron L. Mintz voluntarily
8 dismissed with prejudice his claims for defamation, interference with prospective
9 economic relations, and violation of the California Unfair Competition Law (Cal.
10 Bus. & Prof. Code § 17200);

11 WHEREAS, on November 13 and 14, 2012, a trial on damages as to the claim
12 of plaintiff Aaron L. Mintz for invasion of privacy came on for trial by jury, which
13 was duly impaneled and sworn;

14 WHEREAS, after the evidence had been presented and after being duly
15 instructed by the Court, the jury deliberated and thereon duly returned a special
16 verdict in favor of plaintiff Aaron L. Mintz and against defendant Mark Bartelstein
17 & Associates, Inc., d/b/a Priority Sports & Entertainment;

18 WHEREAS, in accordance with the jury's special verdict and the
19 November 1, 2012 order on the motions for summary judgment;

20 IT IS ORDERED, ADJUDGED, AND DECREED that:

21 1. Plaintiff Aaron L. Mintz shall recover from defendant Mark Bartelstein
22 & Associates, Inc., d/b/a Priority Sports & Entertainment, the sum of \$85,000 on the
23 claim for invasion of privacy, and interest at the legal rate from the date of entry of
24 judgment until the date the judgment is fully satisfied;

25 2. Judgment is entered for defendant Mark Bartelstein and against
26 plaintiff Aaron L. Mintz on the claim for invasion of privacy;

27 3. Judgment is entered for plaintiff Aaron L. Mintz and against defendant
28 Mark Bartelstein & Associates, Inc., d/b/a Priority Sports & Entertainment, on

1 plaintiff Aaron L. Mintz's claim for violation of the California Computer Data
2 Access and Fraud Act (Cal. Pen. Code § 502), but plaintiff Aaron L. Mintz shall
3 recover no monetary damages on that claim;

4 4. Judgment is entered for defendants Mark Bartelstein & Associates,
5 Inc., d/b/a Priority Sports & Entertainment, and Mark Bartelstein, and against
6 plaintiff Aaron L. Mintz on the claims for declaratory relief, violation of the
7 Computer Fraud and Abuse Act (18 U.S.C. § 1030), and violation of the Electronic
8 Communications Privacy Act (18 U.S.C. § 2501 *et seq.*);

9 5. Judgment is entered on the counterclaims of counterclaimants Mark
10 Bartelstein & Associates, Inc., d/b/a Priority Sports & Entertainment, and Mark
11 Bartelstein, as follows:

12 (a) For counterdefendant Aaron L. Mintz and against
13 counterclaimants Mark Bartelstein & Associates, Inc., d/b/a
14 Priority Sports & Entertainment, and Mark Bartelstein on the
15 counterclaims for breach of contract, breach of the covenant of
16 good faith and fair dealing, breach of the duty of loyalty,
17 misappropriation of trade secrets, intentional interference with
18 present and prospective economic advantage and business
19 relationships, conversion, violation of the California Computer
20 Data Access and Fraud Act (Cal. Pen. Code § 502), defamation,
21 trade libel, conspiracy, and violation of the California Unfair
22 Competition Law (Cal. Bus. & Prof. Code § 17200);

23 (b) For counterdefendant Creative Artists Agency, LLC and against
24 counterclaimants Mark Bartelstein & Associates, Inc., d/b/a
25 Priority Sports & Entertainment, and Mark Bartelstein on the
26 counterclaims for misappropriation of trade secrets, intentional
27 interference with contractual relations, intentional interference
28 with present and prospective economic advantage and business

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

relationships, conspiracy, and violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200);

6. Pursuant to the parties' agreement, each side shall bear its own costs of suit; and

7. Any request by counterdefendants Aaron L. Mintz and/or Creative Artists Agency, LLC for an award of reasonable attorneys' fees under California Civil Code § 3426.4 shall be made pursuant to Local Rule 54-12.

Dated: December 18, 2012



Stephen V. Wilson
United States District Judge