

ORIGINAL

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10
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 12 Universal City Studios LLLP
 13 f/k/a Universal City Studios, Inc.

14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA**

16 UNIVERSAL CITY STUDIOS LLLP
 17 formerly known as UNIVERSAL CITY
 18 STUDIOS, INC.

Case No. **CV 08-02622**

JFW

Plaintiff,

**COMPLAINT FOR COPYRIGHT
 INFRINGEMENT, UNFAIR
 COMPETITION, AND
 DECLARATORY RELIEF**

v.

JURY TRIAL DEMAND

19 LIONS GATE ENTERTAINMENT
 20 INC.; and PARALLEL
 21 ENTERTAINMENT INC.

Defendants.

22
 23 Plaintiff Universal City Studios LLLP, formerly known as Universal City
 24 Studios, Inc. ("Universal"), hereby alleges the following claims for relief against
 25 defendants Lions Gate Entertainment Inc. ("Lions Gate") and Parallel Entertainment
 26 Inc. ("Parallel"), and Does 1 through 10, inclusive (collectively, "Defendants").

27 / / /

28 / / /

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[Handwritten signature]

Given Copyright Form

EISENBERG RAIZMAN THURSTON & WONG LLP
 10880 Wilshire Blvd, Eleventh Floor
 Los Angeles, California 90024

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JURISDICTION AND VENUE

1
2 1. This Court has original subject matter jurisdiction over this action, and
3 the claims asserted herein, pursuant to 28 U.S.C. § 1331 (“federal question
4 jurisdiction”) and § 1338(a) (actions arising under any Act of Congress relating to
5 copyright) in that this action arises under the laws of the United States and, more
6 specifically, Acts of Congress relating to copyrights. This Court has subject matter
7 jurisdiction over the non-federal claims asserted herein pursuant to 28 U.S.C.
8 § 1367(a) (“supplemental jurisdiction”) in that they are so related to federal law
9 claims in the action that they form part of the same case or controversy under
10 Article III of the United States Constitution.

11 2. Defendants are subject to personal jurisdiction of the Court because
12 they reside, have agents, do or transact business, or are otherwise found, and have
13 purposefully availed themselves of the privilege of doing business, in California and
14 this District.

15 3. Venue is proper in this District pursuant to 28 U.S.C. § 1400(a)
16 because Defendants have a regular and established place of business in this District
17 and may be found in this District. Venue is also proper in this District pursuant to
18 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving
19 rise to the claims occurred in this District and a substantial part of the property that
20 is the subject of this action is situated in this District. Alternatively, venue is also
21 proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because Defendants have a
22 regular and established place of business in this District and may be found in this
23 District.

THE PARTIES

24
25 4. At all times material hereto, Plaintiff Universal was a Delaware limited
26 liability limited partnership with its principal place of business in Universal City,
27 California, duly authorized to do and doing business in this District. At all times
28 material hereto, Universal has been engaged in the business of, among other things,

1 developing, producing, distributing and/or licensing feature films and other
2 copyrighted works in various forms, including without limitation, for exhibition in
3 theaters, through television broadcasts, over the Internet, through cable and direct-
4 to-home satellite services, on digital versatile disks (“DVDs”) and other formats,
5 including next generation and high definition disks.

6 5. Universal is informed and believes and thereon alleges that defendant
7 Lions Gate is a Delaware corporation with its principal place of business in Santa
8 Monica, California, doing business in this District. At all times material hereto,
9 Lions Gate has been engaged in the business of, among other things, developing,
10 producing and distributing feature films.

11 6. Universal is informed and believes and thereon alleges that defendant
12 Parallel was and is a California corporation with its principal place of business in
13 Los Angeles, California, doing business in this District. At all times material hereto,
14 Parallel has been engaged in the business of, among other things, developing and
15 producing feature films.

16 7. The true names and capacities, whether individual, corporate, partner,
17 associate, agent, employee, or otherwise, of the defendants named in this complaint
18 as Does 1 through 10, inclusive, are unknown to Universal, which therefore sues
19 such defendants by such fictitious names. Universal will amend this complaint to
20 show the true names and capacities of the Doe defendants when it has ascertained
21 the same. Universal is informed and believes and on that basis alleges that, at all
22 relevant times, Does 1 through 10, inclusive, are responsible in some manner for the
23 conduct herein alleged and proximately caused Universal’s damages. Universal is
24 informed and believes and on that basis alleges that at all relevant times Does 1
25 through 10, inclusive, and each of them, were the agents of, and/or were acting in
26 concert with, each of the remaining defendants and, in doing the things alleged,
27 were acting within the scope of such agency. Any reference to any of the named
28 defendants herein shall also constitute a reference to the Doe defendants, inclusive.

FACTUAL BACKGROUND

1
2 8. Universal produced and distributed throughout the United States and
3 the world a feature length motion picture entitled *Midnight Run* starring Robert
4 DeNiro, Charles Grodin and Yaphet Kotto. After its initial release in 1988,
5 *Midnight Run* enjoyed both critical acclaim and commercial success, earning two
6 Golden Globe nominations for Best Comedy or Musical and Best Performance by
7 an Actor (Robert DeNiro). Universal considers *Midnight Run* one of the jewels of
8 its extensive film library.

9 9. In *Midnight Run*, Jack Walsh (played by Robert DeNiro) is a former
10 police officer turned bounty hunter. Walsh is hired by a Los Angeles bail bondsman
11 to locate and catch Jonathan "The Duke" Mardukas (Charles Grodin), an accountant
12 who embezzled millions of dollars from the mob and jumped bail after being
13 arrested. The film's plot largely follows the comic adventures of Walsh and The
14 Duke as they make their way, on the run, from New York to Los Angeles.

15 10. Walsh and The Duke are relentlessly pursued throughout their cross-
16 country trip by, among others, FBI agent Alonzo Mosely (portrayed by Yaphet
17 Kotto), who wants The Duke in federal custody to use him as a witness against the
18 mob. Mosely is a tough, short-tempered, and humorless agent with an imposing
19 persona created by Yaphet Kotto's stern facial expression and demeanor, his
20 physical appearance, distinctive voice, and attire. Mosely dresses in a suit and tie,
21 wears dark sunglasses, and always travels with a team of subordinate FBI agents
22 under his strict command. Despite his no nonsense persona and the resources at his
23 command as a federal agent, Mosely finds himself a step behind the resourceful
24 Walsh at almost every turn. Alonzo Mosely's distinctive name is frequently
25 repeated throughout the dialogue of *Midnight Run* both by Yaphet Kotto and by
26 Robert DeNiro, who pickpockets Mosely's FBI badge and identification early in the
27 film, and uses it (with a new picture) to impersonate Mosely to great advantage over
28 the course of his cross country travels.

1 11. On or about February 22, 2008, Defendants released for theatrical
2 exhibition a feature length comedy film entitled *Witless Protection* starring Daniel L.
3 Whitney (a/k/a “Larry the Cable Guy”). *Witless Protection* was a box office flop as
4 well as a critical failure. As of March 2, 2008, the Internet movie review aggregator
5 Rotten Tomatoes reported that 0% of critics gave the film positive reviews, based on
6 22 reviews.

7 12. *Witless Protection* centers on Larry Stalder, a small-town deputy sheriff
8 played by Larry the Cable Guy who, upon seeing an attractive woman (Madeleine
9 Dimkowski played by Ivana Milicevic) being escorted by a team of FBI agents,
10 erroneously concludes that she has been kidnapped and takes it upon himself to
11 rescue her. Despite her protests that she is a witness being protected by the FBI,
12 Stalder insists that the agents are corrupt and in the service of someone who turns
13 out to be the tycoon defendant against whom Madeleine is supposed to testify.
14 Under the logic of *Witless Protection*’s plot, Deputy Stalder is of course correct, and
15 much of the film follows the inane action as the team of FBI agents attempt to
16 recapture Madeline.

17 13. Remarkably, the FBI team in *Witless Protection* is led by special agent
18 Alonzo Mosely, played by none other than Yaphet Kotto, in a direct and blatant
19 copying of the exact same character originated in *Midnight Run*. In addition to
20 having the identical and distinctive name, the Alonzo Mosely character in *Witless*
21 *Protection* not surprisingly sounds like and is visually indistinguishable from the
22 Alonzo Mosely character in *Midnight Run*, as played by the same actor, Yaphet
23 Kotto. And like the Alonzo Mosely character in *Midnight Run*, *Witless Protection*’s
24 Alonzo Mosely wears essentially the same wardrobe, projects the same stern and
25 humorless persona, and is frequently “outsmarted” by the pursued protagonist.

26 14. On or about March 4, 2008, and on subsequent occasions, Universal
27 gave notice to Defendants that by making use of the character of FBI Agent Alonzo
28 Mosely as portrayed by Yaphet Kotto, which was introduced originally in *Midnight*

1 *Run, Witless Protection* infringes upon a copyrightable component part of the
 2 copyrighted work exclusively owned by Universal. Universal has demanded that
 3 Defendants cease and desist from taking any further action to exhibit or distribute,
 4 theatrically, by DVD release, or any other manner, the motion picture "*Witless*
 5 *Protection.*" Defendants have refused to cease the infringement, and have
 6 announced plans to release *Witless Protection* on DVD starting June 10, 2008.

7 **FIRST CLAIM FOR RELIEF FOR COPYRIGHT INFRINGEMENT**

8 **(Against All Defendants)**

9 15. Universal incorporates by reference paragraphs 1 through 14, inclusive,
 10 and realleges them here as though fully set forth herein.

11 16. *Midnight Run* is an original work of authorship fixed in a tangible
 12 means of expression that constitutes literary, pictorial, musical, audiovisual, and
 13 graphic works pursuant to 17 U.S.C. § 102(a), and is subject to copyright protection
 14 under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

15 17. *Midnight Run* is registered to Universal with the United States
 16 Copyright Office under registration number PA 383 115, which was effective
 17 August 23, 1988, a copy of which is attached hereto as Exhibit A. Universal's
 18 exclusive rights extend to each protectable component of *Midnight Run*, including
 19 the Alonzo Mosely character.

20 18. Universal has the right and standing to enforce its exclusive rights to
 21 *Midnight Run* and its copyrightable component parts

22 19. At all times material hereto, Universal has duly complied with all of the
 23 provisions of the copyright laws of the United States applicable to *Midnight Run*.

24 20. Upon information and belief, Defendants had access to *Midnight Run*
 25 and the Alonso Moseley character because *Midnight Run* was and is a successful,
 26 well known film that was and is widely distributed and continues to be available on
 27 home video media throughout the United States.

28 21. By producing and distributing *Witless Protection*, Defendants have

1 reproduced, copied, prepared derivative works based upon, and distributed copies of
2 the Alonzo Moseley character and the depiction of same in *Midnight Run* for their
3 own use, without Universal's permission or authorization. Defendants continue to
4 do so.

5 22. Defendants' conduct constituted, and continues to constitute,
6 infringement upon Universal's exclusive rights to reproduce, copy, prepare
7 derivative works based upon, and distribute the Alonzo Moseley character and the
8 depiction of same in *Midnight Run*, all in violation of 17 U.S.C. §§ 106 and 501.

9 23. Defendants' infringement was, and continues to be, intentional,
10 deliberate, willful, malicious and in blatant disregard of Universal's exclusive rights.

11 24. Defendants' acts as alleged above have caused, and if not enjoined, will
12 continue to cause, irreparable damage to Universal's exclusive rights in a manner
13 that cannot be calculated or compensated solely by money damages. Accordingly,
14 Universal is entitled to a preliminary and permanent injunction against Defendants
15 and their officers, directors, employees, agents, representatives, affiliates,
16 subsidiaries, distributors and all persons acting in concert with them, to stop their
17 infringing conduct, pursuant to 17 U.S.C. § 502.

18 25. Universal is further entitled to temporary and permanent orders
19 impounding and disposing of all infringing materials, including but not limited to all
20 originals, copies, reproductions and derivatives of *Witless Protection*, in
21 Defendants' possession, custody or control pursuant to 17 U.S.C. § 503.

22 26. Defendants' infringing conduct has caused Universal to suffer damages
23 and harm, including, but not limited to, lost derivative market exploitation
24 opportunity, lost revenues and profits, lost market share, loss of goodwill and
25 reputation, and other damages, including costs and attorneys' fees, the exact nature
26 and extent of which will be proven at trial.

27 27. Accordingly, Universal is entitled to an award against Defendants for
28 the recovery of Defendants' profits, if any, Universal's actual damages or statutory

1 damages, punitive damages, and attorneys' fees and costs, pursuant to 17 U.S.C.
2 §§ 504 and 505.

3 **SECOND CLAIM FOR RELIEF FOR UNFAIR BUSINESS PRACTICES**

4 **(CAL. BUS. & PROF. CODE §§ 17200 et seq.)**

5 **(Against All Defendants)**

6 28. Universal incorporates by reference paragraphs 1 through 27, inclusive,
7 and realleges them here as though fully set forth herein.

8 29. Defendants' use, reproduction, marketing, sales and distribution of
9 *Witless Protection* were, and continue to be, intentional, deliberate, willful,
10 malicious and in blatant disregard of Universal's rights under U.S. copyright law.
11 Upon information and belief, Defendants have engaged in these acts for the purpose
12 of injuring Universal and in order to unlawfully compete with Universal.

13 Defendants' use, reproduction, marketing, sales and distribution of *Witless*
14 *Protection* were, and continue to be, a violation of U.S. copyright law, as alleged
15 above. Defendants' use, reproduction, marketing, sales and distribution of *Witless*
16 *Protection* were, and continue to be, unlawful, unfair and fraudulent business
17 practices under California Business and Professions Code §§ 17200 et seq.

18 30. Defendants' acts as alleged above have caused, and if not enjoined, will
19 continue to cause, irreparable damage to Universal in a manner that cannot be easily
20 calculated or fully compensated by money damages.

21 31. Defendants' conduct, if allowed to proceed and continue, will cause
22 opportunities to exploit the Alonzo Mosely character and the depiction of same in
23 *Midnight Run* to be lost and/or diverted to Defendants, to Universal's detriment. In
24 addition, Defendants' conduct, if allowed to proceed and continue, will cause injury
25 to Universal's reputation, all to Universal's detriment.

26 32. Accordingly, Universal is entitled to a preliminary and permanent
27 injunction against Defendants, and all persons acting in concert with them,
28 prohibiting them from engaging in further acts of unfair business practices.

1 33. Defendants' unlawful conduct has caused Universal to suffer damages
 2 and harm, including but not limited to lost revenues and profits, loss of good will
 3 and reputation, and other damages, including costs and attorneys' fees, in an amount
 4 to be proven at trial.

5 34. Universal is also entitled to an award against Defendants for the
 6 recovery of any gains, profits and advantages Defendants have obtained, if any, as a
 7 result of their acts of unfair business practices, as well as Universal's attorneys' fees
 8 and costs in prosecuting this action.

9 **THIRD CLAIM FOR RELIEF FOR A DECLARATORY JUDGMENT**

10 35. Universal incorporates by reference paragraphs 1 through 34, inclusive,
 11 and realleges them here as though fully set forth herein.

12 36. An actual controversy has arisen and now exists relating to the rights
 13 and duties of Universal and Defendants under the U.S. copyright laws in that
 14 Universal contends that Defendants' use, reproduction, marketing, sale, and
 15 distribution of *Witless Protection* infringe upon Universal's exclusive copyrights.
 16 Upon information and belief, Defendants contend that their use, reproduction,
 17 marketing, sale, and distribution of *Witless Protection* are lawful.

18 37. Pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 & 2202,
 19 and Rule 57 of the Federal Rules of Civil Procedure, Universal desires a judicial
 20 determination of its rights, and a declaration of whether Defendants' use,
 21 reproduction, marketing, sale, and distribution of *Witless Protection* infringe upon
 22 Universal's exclusive rights in violation of the U.S. copyright laws.

23 38. A judicial declaration is necessary and appropriate at this time under
 24 the circumstances in order that Universal may ascertain the parties' rights.

25
 26 WHEREFORE, Universal prays for judgment against Defendants as follows:

27 1. That Defendants be adjudged to have infringed Universal's copyrights,
 28 in violation of 17 U.S.C. §§ 106 and 501;

1 2. That Defendants, and their officers, directors, employees, agents,
2 representatives, affiliates, subsidiaries, distributors and all persons acting in concert
3 with them, be forthwith preliminarily and thereafter permanently enjoined from
4 infringing Universal's copyrights, pursuant to 17 U.S.C. § 502;

5 3. That Defendants, and their officers, directors, employees, agents,
6 representatives, affiliates, subsidiaries, distributors and all persons acting in concert
7 with them, be forthwith preliminarily and thereafter permanently ordered to
8 impound and dispose of all infringing materials, pursuant to 17 U.S.C. § 502;

9 5. That Defendants be directed to file with this Court and serve on
10 Universal, by and through its counsel of record herein, within thirty (30) days after
11 service of any such injunctions, a report in writing, under oath, setting forth in detail
12 the manner and form in which Defendants have complied with the injunctions and
13 orders described above;

14 6. That Defendants be required to account to Universal for any and all
15 profits derived by their exploitation of *Witless Protection*;

16 7. That Defendants be ordered to pay over to Universal all damages,
17 including future damages, that Universal has sustained, or will sustain, as a
18 consequence of the acts complained of herein, subject to proof at trial, and that
19 Universal be awarded any profits derived by Defendants as a result of said acts, or
20 as determined by said accounting, or in the alternative, statutory damages, pursuant
21 to 17 U.S.C. § 504;

22 8. For a judicial declaration that Defendants' use, reproduction,
23 marketing, sale, and distribution of *Witless Protection* infringe Universal's exclusive
24 rights under the copyright laws;

25 9. That Defendants be adjudged to have competed unfairly with Universal
26 in violation of California Business and Professions Code §§ 17200 et seq.;

27 10. That Defendants, and their officers, directors, employees, agents,
28 representatives, affiliates, subsidiaries, distributors and all persons acting in concert

1 with them, be forthwith preliminarily and thereafter permanently enjoined from
2 engaging in unfair competition with Universal, pursuant to California Business and
3 Professions Code §§ 14330 and 17200 et seq.;

4 11. That Universal be awarded its costs, attorneys' fees and expenses in
5 this action pursuant to 17 U.S.C. § 505;

6 12. That Universal be awarded pre-judgment interest; and

7 13. That Universal have such other and further relief as the Court may
8 deem appropriate.

9
10 Date: April 21, 2008

EISENBERG RAIZMAN THURSTON & WONG LLP
Sheldon Eisenberg
Adam J. Thurston

11
12
13 By:  _____
14 Adam J. Thurston

15 Attorneys for Plaintiff Universal City Studios
16 LLLP f/k/a Universal City Studios, Inc.
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EISENBERG RAIZMAN THURSTON & WONG LLP
10880 Wilshire Blvd, Eleventh Floor
Los Angeles, California 90024

JURY TRIAL DEMAND

Plaintiff Universal City Studios LLLP, formerly known as Universal City Studios, Inc., hereby demands a trial by jury.

Date: April 21, 2008

EISENBERG RAIZMAN THURSTON & WONG LLP
Sheldon Eisenberg
Adam J. Thurston

By:  _____

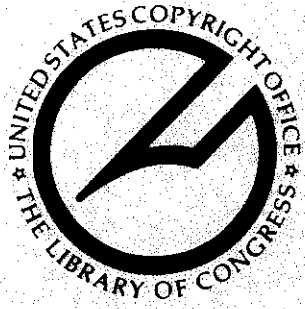
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CERTIFICATE OF COPYRIGHT REGISTRATION

ORM PA 02188
UNITED STATES COPYRIGHT OFFICE



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

[Handwritten Signature]

REGISTRATION NUMBER
PA 383 115
PAU
EFFECTIVE DATE OF REGISTRATION
8 23 88
Month Day Year

OFFICIAL SEAL

REGISTER OF COPYRIGHTS
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

MIDNIGHT RUN

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

MOTION PICTURE

NAME OF AUTHOR ▼

UNIVERSAL CITY STUDIOS, INC.

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ► **UNITED STATES**
Domiciled in ► _____

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

ENTIRE WORK

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of country
OR { Citizen of ► _____
Domiciled in ► _____

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ► _____
Domiciled in ► _____

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases.
1988 Year

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Complete this information ONLY if this work has been published.
Month ► **JULY** Day ► **11** Year ► **1988** Nation
UNITED STATES

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

UNIVERSAL CITY STUDIOS, INC.
100 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

APPLICATION RECEIVED
AUG 18, 1988
ONE DEPOSIT RECEIVED
AUG 18, 1988
TWO DEPOSITS RECEIVED
AUG 23, 88

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

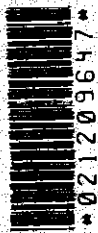
REMITTANCE NUMBER AND DATE

MORE ON BACK ▶
• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE
Page 1 of 2 pages

NOTE
Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions).

021209547



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4

See instructions before completing this space.

DO NOT WRITE HERE OFFICE USE ONLY

PA 383 115

EXAMINED BY *[Signature]*

FORM PA

CHECKED BY *[Signature]*

CORRESPONDENCE Yes

DEPOSIT ACCOUNT FUNDS USED

FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

5

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

This is the first published edition of a work previously registered in unpublished form.

This is the first application submitted by this author as copyright claimant.

This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: **Previous Registration Number** ▼ **Year of Registration** ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

6

See instructions before completing this space.

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

UNIVERSAL CITY STUDIOS, INC.

DA 014982

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

UNIVERSAL CITY STUDIOS, INC.

100 UNIVERSAL CITY PLAZA

UNIVERSAL CITY, CA 91608

ATTN: P. VILLALOBOS

Area Code & Telephone Number ▶ (818) 777-1899

Be sure to give your daytime phone number.

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▼

author

other copyright claimant

owner of exclusive right(s)

authorized agent of UNIVERSAL CITY STUDIOS, INC.
Name of author or other copyright claimant, or owner of exclusive right(s) ▲

8

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this is a published work, this date must be the same as or later than the date of publication given in space 3.

ELIZABETH SHAW

date ▶ AUGUST 8, 1988

Handwritten signature (X) ▼

[Handwritten Signature]

MAIL CERTIFICATE TO

Certificate will be mailed in window envelope

Name ▼	UNIVERSAL CITY STUDIOS, INC., LAW DEPT. 500/6
Number/Street/Apartment Number ▼	100 UNIVERSAL CITY PLAZA
City/State/ZIP ▼	UNIVERSAL CITY, CA 91608

Have you:

- Completed all necessary spaces?
- Signed your application in space 8?
- Enclosed check or money order for \$10 payable to Register of Copyrights?
- Enclosed your deposit material with the application and fee?

MAIL TO: Register of Copyrights, Library of Congress, Washington, D.C. 20559.

9

* 17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.