

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
BENTLEY INDUSTRIES, LLC. AND MAJIC DEVELOPMENT
GROUP, LLC.

Plaintiffs,

-against-

JERSEY FILMS 2ND AVENUE, LLC., DANNY DeVITO,
CHARLOTTE PRODUCTIONS, LLC., FIREMAN'S FUND
INSURANCE COMPANY AND XYZ ENTITIES, AS WILL BE
LEARNED IN DISCOVERY

Defendants.
-----X

Index No.

Date Purchased

09601641

Plaintiff Designates
New York County
as the place of trial.

The basis of venue is:
Place of Occurrence

SUMMONS

Plaintiffs are located at:
c/o Michael Caridi
12 East 52nd Street,
4th Floor
New York, NY 10022

FILED


MAY 26 2009

**NEW YORK
COUNTY CLERK'S OFFICE**

TO THE ABOVE NAMED DEFENDANTS:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
May 26, 2009


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Hantman & Associates
Attorneys for Plaintiff
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(212) 684-3933
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TO: Jersey Films 2nd Avenue, LLC
c/o Joel Behr
Behr, Abramson, Kaller, LLP
9701 Wilshire Boulevard
Suite 800
Beverly Hills, CA 90212

Danny DeVito
1028 Ridgedale Dr
Beverly Hills, Ca 90210

Charlotte Productions, LLC
c/o Joel Behr
Behr, Abramson, Kaller, LLP
9701 Wilshire Boulevard
Suite 800
Beverly Hills, CA 90212

Fireman's Fund Insurance Company
777 San Marin Drive
Novato, CA 94998

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

BENTLEY INDUSTRIES, LLC. AND MAJIC DEVELOPMENT
GROUP, LLC.

Index No.

09601641

Plaintiffs,

VERIFIED
COMPLAINT

-against-

JERSEY FILMS 2ND AVENUE, LLC. DANNY DeVITO,
CHARLOTTE PRODUCTIONS, LLC., FIREMAN'S FUND
INSURANCE COMPANY AND XYZ ENTITIES, AS WILL BE
LEARNED IN DISCOVERY, WHICH MAY INCLUDE
REVELATIONS ENTERTAINMENT, IRISH DREAM TIME

Defendants.

FILED
MAY 26 2007
NEW YORK
COUNTY CLERK'S OFFICE

-----X

Plaintiffs Bentley Industries, LLC. ("Bentley") and Majic Development Group, LLC., (hereinafter collectively referred to as Plaintiffs) through their attorneys, Hantman & Associates, complaining of defendants, Jersey Films 2nd Avenue, LLC.¹ ("Jersey Films"), Danny DeVito ("DeVito"), Charlotte Productions, LLC. ("Charlotte"), Fireman's Fund Insurance Company ("Fireman's Fund")² (hereinafter collectively referred to as Defendants) say as follows:

OVERVIEW

1. This case, dealing in part with the film "True Confessions of Charlotte Doyle" arises out of defendants Jersey Films, DeVito and Charlotte's breach of a February 14, 2007 agreement, later amended May 1, 2007 (collectively referred to as the "Agreements"), true and accurate copies of which are attached hereto as Exhibit A, by which plaintiffs

¹ or any entity through which JF2 finances theatrical motion pictures as per the party's agreement.

² Other potential defendants include Revelations Entertainment and Dream Time who also received and benefitted from the funds raised by plaintiffs

raised approximately three and a half million dollars (\$3,500,000), in New York, pursuant to the Agreements and communications between the parties from Isaac Tshuva, Elad Properties, and El Ad Us Holdings, Inc. – all located in New York, for the production of a motion picture entitled “True Confessions of Charlotte Doyle” (the “Film”), produced in New York, as well as ten million dollars (\$10,000,000.00) in overall equity for the production and exploitation of a slate of fifteen theatrical motion pictures (the “Project”).

2. In addition, it has recently been revealed that this was apparently a fraudulent scheme on the part of defendants Jersey Films, DeVito and Charlotte, all of whom had no intention of honoring the Agreements or verbal assurances as evidenced by a recent statement by a principal and/or authorized representative of Jersey Films, Joel Behr Esq, who had the audacity to state that the Plaintiffs had no claim whatsoever.
3. The Film, which was part of the Project, was being directed and produced by Danny DeVito, who was also reported to have handled writing the screenplay and was starring Morgan Freeman, Pierce Brosnan and Saoirse Ronan.³
4. According to published reports the film has “topnotch moral issues in terms of choices that a 13 year old girl has to make” while the choice made by defendants – other than Fireman’s Fund” - was to use plaintiffs to raise money for their film and then not only refuse to pay them but to claim that no money was owed.
5. In furtherance of the Agreements and based on numerous assurances of payment, DeVito, Managing Partner of Jersey Films, met with the principal of Bentley and Majic, Michael

³ Upon information and belief Hand Made Films also may have played a role in financing and was lined up to handle the worldwide sales with CAA handling domestic distribution rights.

Caridi ("Caridi") on numerous occasions and Caridi spent over \$ 25,000 in furtherance of the Agreements and provided other and further services for and on behalf of Jersey Films and DeVito, for which Plaintiffs have never been compensated in spite of the Agreements and numerous promises by DeVito, all of which were never honored and for which Jersey Films, DeVito and Charlotte are personally and jointly liable.

6. By reason of the foregoing and in accordance with the Agreements, Plaintiffs are entitled to no less than 5 % of the gross funds raised – five hundred thousand dollars (\$500,000), plus interest from May 28, 2008 and such other relief as is outlined hereafter.
7. In an effort to avoid court intervention and public exposure of the serious issues raised herein Plaintiffs' have made numerous attempts to resolve this matter to no avail, as numerous e-mails to employees, agents, or representatives of defendants Jersey Films, DeVito and Charlotte -- including recent e- mails to Danny DeVito and Joel Behr Esq.- have been ignored while promises – as to a potential resolution - by these same entities/persons have proven to be false.

PARTIES

8. Plaintiff Bentley is a Delaware limited liability company with its principal place of business at 12 East 52nd Street, 4th Floor, New York, NY 10022, c/o Michael Caridi.
9. Plaintiff Majic is a Delaware limited liability company with its principal place of business at 12 East 52nd Street, 4th Floor, New York, NY 10022, c/o Michael Caridi.
10. Defendant Jersey Films, which would include any assignees, or related entities or new entities formed for the purpose of creating the Film, is a Delaware limited liability company with its principal place of business located at c/o Joel Behr, Behr, Abramson Kaller, LLP, 9701 Wilshire Boulevard Suite 800, Beverly Hills, CA 90212, which

systematically transacts business in New York as is evident from the facts reflected herein.

11. Defendant DeVito, upon information and belief, is a resident of California who systematically transacts business in New York and who engaged in acts giving rise to the claims herein in New York.
12. Defendant Charlotte, upon information and belief, is a California limited liability company and has a principal place of business located at c/o Joel Behr, Behr, Abramson Kaller, LLP, and 9701 Wilshire Boulevard Suite 800, Beverly Hills, CA 90212.
13. Defendant Fireman's Fund is an insurance company with its principal place of business located a 777 San Marin Drive, Novato, CA 94998, which transacts business in New York.
14. XYZ entity, as may be learned in the course of discovery, is any affiliate, assignee, or related entity of Defendants who has received the funds referred to herein and who shares responsibility for payment of fees owed to Plaintiffs.

JURISDICTION AND VENUE

15. Jurisdiction and Venue are proper in New York County for the reason that Plaintiffs' principal place of businesses are and were located in New York respectively, at all times relevant herein, and is the situs of a substantial part of the events or omissions giving rise to the claims referred to herein, which include, but are not limited to numerous meetings between Plaintiffs and DeVito, and numerous meetings between Plaintiffs, DeVito and investment sources all located in New York, as well as the fact that the Film was to be produced in New York.
16. In addition, the Agreements, which give rise to may of the claims referred to herein,

include forum selection clauses which state that the Agreements shall be governed and construed under the laws of the State of New York. Furthermore, the equity financing agreement between defendants Jersey Films and DeVito and EL AD US Holding, Inc., who was introduced by Plaintiffs in accordance with the terms of the Agreements, were entered into in New York and also include a New York forum selection clause.

17. Attempts to resolve this matter without court intervention have proved to be unsuccessful and Plaintiffs have no recourse but to seek court intervention.

FACTS

18. Defendant DeVito first met with Caridi and author James Paterson in or about February of 2007 at the Grand Havana restaurant in New York for the purpose of discussing the Project.
19. Following this meeting, Caridi assembled and introduced a team of potential investment sources to DeVito for the purpose of raising capital for the Project.
20. As a result of the multiple meetings between DeVito and Caridi in New York, an agreement was entered into on February 14, 2007, wherein plaintiff Bentley agreed to introduce defendants Jersey Films and DeVito to potential financing sources for the production and exploitation of a slate of fifteen theatrical motion pictures (the "Project").
21. As consideration for plaintiff Bentley providing defendants Jersey Films and DeVito with potential funding sources, defendants Jersey Films and DeVito agreed that they would not circumvent plaintiff Bentley with respect to any potential financing sources provided by them for the Project. Furthermore, in the event that the Project was to be wholly or partially financed by the potential financing sources provided by plaintiff Bentley, defendants Jersey Films and DeVito agreed to pay plaintiff Bentley a fee of five percent

(5%) payable out of the gross equity proceeds obtained by defendants Jersey Films and DeVito from any potential financing sources for all or any portion of the Project.

22. Later, on May 1, 2007, the agreement was modified in order to substitute plaintiff Majic for plaintiff Bentley and to include a specific list of individuals/entities deemed to be potential financing sources under the terms of the Agreements (Exhibit A).
23. In furtherance of the Agreements, Bentley entered into a separate fee sharing agreement on August 21, 2007 with Plymouth Partners, Ltd. ("Plymouth"), by which Plymouth would help introduce potential financing sources to defendants Jersey Films and DeVito.
24. The agreement between Bentley and Plymouth, a true and accurate copy of which is attached hereto as Exhibit B, included a list of entities that Plymouth introduced to Bentley and, ultimately to defendants Jersey Films and DeVito, in accordance with the terms of the Agreements.
25. On January 15, 2008, the agreement between Bentley and Plymouth was modified in order to substitute plaintiff Majic for Bentley, a true and accurate copy of which is attached hereto as Exhibit C.
26. The modified agreement also included a list of potential financing sources that Plymouth introduced to Majic and, ultimately to defendants Jersey Films and DeVito, in accordance with the terms of the Agreements.
27. As a direct result of the Agreements, defendants Jersey Films and DeVito were introduced to El Ad US Holding, Inc., one of the potential financing sources listed in the agreements between Bentley and Plymouth and Majic and Plymouth and, one of the companies with which defendants Jersey Films and DeVito entered into an agreement in order to obtain equity financing for the Project.

28. In accordance with the terms of the Agreements, Caridi, on behalf of all Plaintiffs, had numerous meetings in New York with DeVito, on behalf of Jersey Films and Charlotte, in order to meet with potential financing sources and raise equity for the Project.
29. In addition and in furtherance of the Agreements, Caridi's actions and financial expenditures included, but were not limited to, the following: flew to Florida to meet with potential investment source Terry Allen Kramer; flew to Las Vegas to coordinate a meeting between DeVito and potential investment sources, hosted numerous dinners for DeVito at several New York restaurants including Nobu, Ciprianni, Milos, Bravo Gianni, Four Seasons Hotel, etc...
30. In accordance with the terms of the Agreements, DeVito was introduced via telephone, to Andrew Hinkley ("Hinkley") in the summer of 2007.
31. Following the conversation, Hinkley called Miki Naftali regarding possible funding opportunities for the Project.
32. Subsequently, a meeting was arranged between Caridi, DeVito, attorney Joel Behr and Hinkley at the offices of EL AD US Holding, Inc., ("El Ad") in New York City.
33. Plaintiffs also introduced and arranged a meeting between Jersey Films and DeVito and Isaac and Stanley Chera at Ciprianni's in New York, who eventually agreed to put up a portion of the equity along with El Ad.
34. Defendant Jersey Films and DeVito were also introduced to Societe Generale and Dresdner Bank in New York, who were serious about issuing the short and long term debt, along with El Ad, and possibly the Chera's on the equity side.
35. Other parties that Jersey Films and DeVito were introduced to by Plaintiffs or their agents or representatives and, with whom defendant Jersey Films and DeVito had numerous

communications and/or meetings with in New York, included, but was not limited to, Daniel Snyder (owner of the Washington Redskins), Daryl Roth, Phil Falcone, George Soros, American International Group, Vincent Viola, Santo Domingo Family (Former owners of Anheuser Busch South America), Daniel Crown (Former owner of Crown movie theaters and owner of Aspen Mountain) and their advisors, etc...

36. On February 28, 2008, as a direct result of the Agreements, defendants Jersey Films and DeVito entered into a production/financing agreement with El Ad, a true and accurate copy of which is attached hereto as Exhibit D, by which Jersey Films and DeVito would receive a minimum of ten million dollars (\$10,000,000.00) in equity financing from El Ad.
37. The agreement between defendants Jersey Films and DeVito and El Ad specifically contemplated and called for the financing and production of a movie titled "The True Confessions of Charlotte Doyle" (the "Film") as one of the movies in the Project.
38. The Film was to be directed by Danny DeVito, who was also reported to have handled writing the screenplay and was starring Morgan Freeman, Pierce Brosnan and Saoirse Ronan.
39. In accordance with the production/financing agreement between defendants Jersey Films and DeVito and El Ad and, as a direct result of Plaintiffs' actions in furtherance of the Agreements, El Ad provided defendants with approximately three and a half million dollars (\$3,500,000.00) in equity financing for the Pre-production of Charlotte Doyle.
40. In furtherance of the production of the Film defendants Jersey Films and DeVito created defendant limited liability company Charlotte.
41. Furthermore, once the Film was funded, Caridi, in New York, made calls to Pat

Kauffman of Empire State Development in order to assist with obtaining the necessary permits for the Film, as well as, numerous other phone calls to other entities regarding tax credits for the Film in New York.

42. In contemplation of the production of the Film, defendant Charlotte took out an insurance policy with defendant Fireman's Fund in order to protect defendants Jersey Films and DeVito's interests, as well as the interests of their investors.
43. On Sunday August 3, 2008, during production of the Film, Morgan Freeman, one of the stars of the Film, was seriously injured in an automobile accident, thereby suspending further production of the Film.
44. As a result of the delay in production of the Film, defendants Jersey Films, DeVito and Charlotte, as well as their investors, claim to have suffered financial losses and, therefore, submitted an insurance claim to defendant Fireman's Fund.
45. Despite the significant delay in the Film's production, upon information and belief, defendants Jersey Films and DeVito are continuing to proceed with the production of the Film and the Project and, as a direct result of the Agreements and Plaintiffs' actions, have received approval of an initial equity investment of 10 million dollars from El Ad, as is evidenced by the May 5, 2008 Memorandum from El Ad to defendant DeVito ("Memo"), a true and accurate copy of which is attached hereto as Exhibit E, and the production/financing agreement (Exhibit D).
46. Plaintiffs diligently and faithfully performed their duties in accordance with the terms of the Agreements and introduced defendants Jersey Films and DeVito to numerous potential financing sources for the Project and, at least one of the sources did invest and/or provide capital and/or lines of credit to defendants Jersey Films and DeVito.

47. Defendants Jersey Films and DeVito utilized the potential financing sources provided by Plaintiffs in order to enter into an agreement with El Ad and obtain three and a half million dollars (\$3,500,000.00) in equity financing for the Pre-production of Charlotte Doyle and an initial equity investment of ten million dollars (\$10,000,000.00) for the Project as a whole.
48. Under the terms of the Agreements, defendants Jersey Films and DeVito were required to pay Plaintiffs a five percent (5%) equity fee payable out of the gross equity proceeds obtained from any potential financing sources for all or any portion of the Project.

**FIRST CAUSE OF ACTION
BREACH OF CONTRACT**

49. Plaintiffs repeat and reallege each and every allegation contained in the previous paragraphs as specifically alleged herein.
50. Defendant Jersey Films, DeVito and Charlotte have received equity financing for the Project as a direct result of the Agreements and the potential financing sources introduced to them by Plaintiffs.
51. The fact that defendants Jersey Films and DeVito have received this equity financing as a direct result of the Agreements and Plaintiffs' actions is evidenced by the fact that El Ad was specifically named as a potential financing source in the Agreements and, is further evidenced by the fact that Caridi has been copied on the Memo.
52. Furthermore, defendant DeVito further confirmed the existence of the Agreements and the fact that he and defendant Jersey Films were working directly with Plaintiffs in a March 16, 2007 e-mail regarding Charlotte Doyle, in which DeVito stated "all of the above cc's are the folks I'm working with", a true and accurate copy of which is attached as Exhibit F (the e-mail addresses have been removed to preserve individuals privacy),

and clearly included plaintiff Majic's principal, Caridi.

53. Defendant DeVito and his wife also hosted Caridi and his wife to dinner and a Broadway show in celebration of Plaintiffs successful funding efforts for the Project.
54. Despite numerous requests by Plaintiffs, defendants Jersey Films, DeVito and Charlotte have refused to remit payment of any/all monies owed to Plaintiffs in accordance with the terms of the Agreements and therefore have breached, and are in default of the Agreements, by reason of which Plaintiffs have suffered significant monetary damages.

SECOND CAUSE OF ACTION
UNJUST ENRICHMENT

55. Plaintiffs repeat and reallege each and every allegation contained in the previous paragraphs as specifically alleged herein.
56. By reason of the foregoing, defendants Jersey Films, DeVito and Charlotte accepted the benefit of Plaintiffs services provided in accordance with the terms of the Agreements, for which Plaintiffs had a reasonable expectation to be compensated in accordance with the terms of the Agreements.
57. Defendants Jersey Films, DeVito and Charlotte have refused and continue to refuse to repay or compensate Plaintiffs in accordance with the terms of the Agreements and, in spite of requests to do so. Accordingly, Plaintiffs have been damaged by defendants Jersey Films, DeVito and Charlotte's failure to compensate Plaintiffs for services as had been agreed upon and reasonably expected by Plaintiffs and defendants Jersey Films, DeVito and Charlotte have been unjustly enriched by receiving the benefit of Plaintiffs' services without providing compensation.

**THIRD CAUSE OF ACTION
FRAUD**

58. Plaintiffs repeat and reallege each and every allegation contained in the previous paragraphs as specifically alleged herein.
59. Defendants Jersey Films and DeVito knowingly made false representations in order to induce Plaintiffs into providing them and introducing them to numerous potential financing sources for which defendants Jersey Films and DeVito had no intention of paying Plaintiffs five percent (5%) of the total equity received in accordance with the terms of the Agreements while there were specific assurances after the funds were raised which defendants knew were false at the time of making.
60. As a direct result of defendant Jersey Films and DeVito's fraud, Plaintiff has suffered significant monetary damages.

**FOURTH CAUSE OF ACTION
DECLARATORY JUDGMENT**

61. Plaintiffs repeat and reallege each and every allegation contained in the previous paragraphs as specifically alleged herein.
62. As a direct result of Morgan Freeman's automobile accident, the Film, which is part of the Project, was significantly delayed.
63. Defendant Charlotte submitted an insurance claim to defendant Fireman's Fund in an attempt to recover the financial losses suffered by defendants Jersey Films and DeVito and their investors as a result of the delay in the production of the Film.
64. In as much as defendant Fireman's Fund determines that defendant Charlotte suffered a loss which is covered under its insurance policy, No. MPT07107915, it is requested that an Order be entered directing defendant Fireman's Fund to deposit at least one million


dollars (\$1,000,000.00) in a trust fund – or into court- pending the outcome of this case in order to compensate Plaintiffs for the money owed by defendants Jersey Films, DeVito and Charlotte in accordance with the terms of the Agreements.

WHEREFORE, Plaintiffs demand judgment as follows:

- A) Under the First Cause of Action, compensatory and punitive damages in an amount to be determined at trial, but in no event less than \$500,000.00;
- B) Under the Second Cause of Action, compensatory and punitive damages in an amount to be determined at trial, but in no event less than \$500,000.00;
- C) Under the Third Cause of Action, compensatory and punitive damages in an amount to be determined at trial;
- D) Under the Fourth Cause of Action, declaratory relief directing Fireman’s Fund to deposit at least \$1,000,000.00 in a trust fund – or into court- in order to pay Plaintiffs compensatory damages, in an amount to be determined at trial, but in no event less than \$500,000.00, out of any insurance proceeds paid to defendant Charlotte and, ultimately defendants Jersey Films and DeVito, as a result of the delay in the production of the Film, plus costs, interest and attorney’s fees;
- E) All claims, costs, fees and expenses, including reasonable attorney’s fees incurred by Plaintiffs in this action in accordance with the terms of the Agreements;
- F) For such other and further relief as the Court may deem just and proper including a full and complete Accounting.
- G) Plaintiffs reserve the right to amend this complaint upon receipt and review of documents under the exclusive custody and control of defendants’.

New York, New York
Dated: May 26, 2009

HANTMAN & ASSOCIATES



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