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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: MRD

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INTERNATIONAL, A DIVISION OF LIONS GATE  
8 TELEVISION INC.

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 WESTERN DIVISION

13  
14 LIONS GATE TELEVISION  
INTERNATIONAL, A DIVISION  
15 OF LIONS GATE TELEVISION  
INC. , a corporation

16  
17 Plaintiff,

18 vs.

19  
20 ABDULLA AL FALASI,  
individually; UNIQON EMIRATES,  
21 LLC, a corporation; EHAB HABIB,  
individually,

22 Defendants.  
23

CASE NO. **06-10-00757-RSWL(R)**

**LIONS GATE TELEVISION  
INTERNATIONAL, A DIVISION OF  
LIONS GATE TELEVISION INC.'S  
COMPLAINT FOR:**

- 1. BREACH OF CONTRACT
- 2. NEGLIGENT MISREPRESENTATION

**[DEMAND FOR JURY TRIAL]**

24 COMES NOW, Plaintiff, and for its causes of action against Defendants, alleges  
25 as follows:

26 **JURISDICTION AND VENUE**

- 27  
28 1. Jurisdiction over this matter is conveyed upon this Court pursuant to 28 U.S.C.

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1 1332 (a)(2) on the basis of diversity of citizenship of the parties. Plaintiff is a company  
2 organized and existing under the laws of the State of Delaware with its principal place  
3 of business in Santa Monica, California. Defendant UNIQON EMIRATES, LLC is a  
4 company, form unknown, located in the United Arab Emirates (U.A.E.) with its  
5 principal place of business in Dubai, U.A.E. Defendants ABDULLA AL FALASI and  
6 EHAB HABIB are individuals who are citizens of the United Arab Emirates.  
7 Additionally, the amount in controversy exceeds the sum of \$75,000.00, exclusive of  
8 interest and costs.  
9

10 2. Venue is proper in the Central District of California pursuant to 28 U.S.C. §  
11 1391(d) on the basis that defendants ABDULLA AL FALASI, UNIQON EMIRATES,  
12 LLC, and EHAB HABIB (collectively referred to as "Defendants") are deemed to be  
13 aliens and therefore may be sued in any district. Moreover, venue is conferred upon the  
14 Central District pursuant to a written agreement between the parties which is the subject  
15 matter of the lawsuit.  
16

17 **NATURE OF THE CASE**  
18

19 3. This lawsuit involves claims by Lions Gate Television International, a Division of  
20 Lions Gate Television Inc., for breach of contract and negligent misrepresentation by  
21 defendants ABDULLA AL FALASI and EHAB HABIB and their company UNIQON  
22 EMIRATES, LLC in connection with the production of "Paris Hilton's New BFF  
23 Dubai" television series. In the spring of 2009, the parties entered into a written  
24 agreement to co-produce and distribute the series to be filmed on location in Dubai,  
25 United Arab Emirates.  
26

27 4. By their agreement, the parties desired to leverage the strength of Lions Gate  
28 Television Inc.'s successful television franchise starring Ms. Hilton with the defendants'

1 claimed experience and expertise in the production and distribution of original content  
2 throughout the Middle East. From the outset the production was plagued with  
3 difficulties resulting from the defendants' inability or unwillingness to abide by the  
4 contract terms by refusing, to among other things, fund their share of pre-production,  
5 production, and post production costs and otherwise ensure that the production was  
6 undertaken to successful completion for the mutual benefit of the parties, the specific  
7 allegations of which are as follows.

8  
9 **THE PARTIES**

10

11 5. Plaintiff LIONS GATE TELEVISION INTERNATIONAL, A DIVISION OF  
12 LIONS GATE TELEVISION INC. (hereafter referred to as "Plaintiff") is, and at all  
13 relevant times was, a corporation organized and existing under the laws of the State of  
14 Delaware with its principal place of business in Santa Monica, California. Plaintiff is in  
15 the business of creating, producing, promoting and distributing television programming  
16 as well as the promotion of related content and merchandise.

17

18 6. Plaintiff is informed and believes, and based thereon alleges, that defendant  
19 UNIQON EMIRATES, LLC (hereafter referred to as "Uniqon"), is, and at all relevant  
20 times was, a company, form unknown, located in the United Arab Emirates with its  
21 principal place of business in Dubai, United Arab Emirates. Uniqon is in the business of  
22 event production, advertising, television and film production, and servicing corporate  
23 and entertainment markets.

24

25 7. Plaintiff is informed and believes, and based thereon alleges, that defendant  
26 ABDULLA AL FALASI (hereafter referred to as "Al Falasi"), is, and at all relevant  
27 times was, an individual who is a citizen of Dubai, United Arab Emirates, and is a  
28 shareholder and chairman of defendant UNIQON EMIRATES, LLC.

1 8. Plaintiff is further informed and believes, and based thereon alleges, that  
2 defendant EHAB HABIB (hereafter referred to as "Habib"), is, and at all relevant times  
3 was, an individual who is a citizen of Dubai, United Arab Emirates, and is a shareholder  
4 and managing director of defendant UNIQON EMIRATES, LLC.  
5

6 **BACKGROUND ALLEGATIONS**  
7

8 9. On or about May 19, 2009, Plaintiff and Defendants entered into a Co-Production  
9 Heads of Terms Agreement (hereafter referred to as "Agreement") to, among other  
10 things, co-produce a Dubai version of "Paris Hilton's My New BFF" television series  
11 (hereafter referred to as the "Series"). A true and accurate copy of the Agreement is  
12 attached as Exhibit 1 and made a part of this pleading.  
13

14 10. In the Agreement, Plaintiff and Defendants agreed on a number of terms and  
15 conditions, principal among them the following:  
16

17 (a) To co-produce a minimum of eight (8) sixty (60) minute episodes of the  
18 Series;  
19

20 (b) To produce the Series for a budget not to exceed an amount equal to Six  
21 Million Two Hundred Thousand United States Dollars (US \$6,200,000.00), of  
22 which Plaintiff was to pay One Million Five Hundred Thousand United States  
23 Dollars (US \$1,500,000.00) and Defendants were to pay Four Million Seven  
24 Hundred Thousand United States Dollars (US \$4,700,000.00);  
25

26 (c) That Defendants would engage a third party production company known as  
27 Viola Communications (hereafter referred to as "Viola") to handle the day-to-day  
28 production activities of the Series, at Defendants' sole cost and expense and to

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1 otherwise ensure Viola's performance;

2  
3 (d) That Defendants would be responsible for funding the expense of all  
4 necessary facilities, equipment, insurance, personnel, and all other tangible and  
5 non-tangible elements necessary for any and all pre-production, production, and  
6 post-production activities, except for the One Million Five Hundred Thousand  
7 United States Dollars (US \$1,500,000.00) to be funded by Plaintiff; and

8  
9 (e) That Defendants would also be responsible for clearing all aspects of all  
10 episodes of the Series for exploitation through any and all types of media,  
11 including securing and providing any and all paperwork, contracts, and releases  
12 that are necessary and standard for said exploitation upon delivery of the  
13 production; and

14  
15 11. The Agreement required that upon completion of the production of the Series,  
16 Uniqon would be granted the exclusive right to broadcast the Series in the Middle East  
17 for the first six (6) months of the ten (10) year License Period. Thereafter, Uniqon's  
18 right to broadcast the Series would be non-exclusive during the remaining nine and a  
19 half (9 ½) years of the License Period.

20  
21 12. The Agreement envisioned a return on the parties' investment by generating  
22 revenue for distribution of the Series and any media exploitation of it. The Agreement  
23 also afforded Defendants an opportunity to showcase their production talent and  
24 capabilities on the world stage, and was extremely valuable to Defendants by enhancing  
25 their good will in the television production industry, as well as, Dubai's reputation as a  
26 favored destination for high profile projects such as the Series.

27  
28

1 13. Plaintiff is informed and believes and thereon alleges that Uniqon breached its  
2 written agreement with Viola by failing to pay Viola for its day-to-day production  
3 activities, and as a result, the two companies no longer have an amicable working  
4 relationship. Additionally, Plaintiff is informed and believes and thereon alleges that  
5 Uniqon breached its obligations to pay all actors/employees of the production and that  
6 as a direct result of this breach, Plaintiff was required to pay the amount of \$600,000.00.

7  
8 14. The Agreement also required Defendants to undertake post-production activities  
9 for the Series. Given that Defendants failed to pay Viola and were otherwise in breach  
10 of the Agreement, Plaintiff was forced to travel to Dubai to secure a video master copy  
11 of the Series from Defendants for that purpose. Plaintiff incurred unexpected traveling  
12 expenses as well as additional expenses of Five Hundred Eighty Six Thousand Three  
13 Hundred Seventy Nine United States Dollars (US \$586,379.00) for post production  
14 work called for under the Agreement to be undertaken by Defendants. Plaintiff also  
15 incurred costs of purchasing insurance for the production in the amount of \$49,306.15.

16  
17 15. Plaintiff is informed and believes, and based thereon alleges, that Uniqon is, and  
18 at times herein mentioned was, a mere shell and sham without capital, assets, stock, or  
19 stockholders. Uniqon was conceived, intended, and used by individual defendants Al  
20 Falasi and/or Habib as a device to avoid individual liability and for the purpose of  
21 substituting a financially insolvent corporation in the place of Al Falasi. At no time after  
22 Uniqon became incorporated was any stock authorized to be issued or issued, nor has  
23 any permit for issuance of stock been applied for with the granting authority.

24  
25 16. Plaintiff is informed and believes, and based thereon alleges, that Uniqon is, and  
26 at all times herein mentioned was, a mere shell, instrumentality, and conduit through  
27 which individual defendants Al Falasi and/or Habib carried on their personal business in  
28 the corporate name exactly as they had conducted it previous to incorporation,

1 exercising complete control and dominance of such business to such an extent that any  
2 individuality or separateness of Uniqon and Al Falasi and/or Habib does not, and at all  
3 times herein mentioned did not, exist.

4  
5 17. Plaintiff is informed and believes, and based thereon alleges, that Uniqon is, and  
6 at all times herein mentioned was, so inadequately capitalized that, compared with the  
7 business to be done by Uniqon and the risks of loss, its capitalization was illusory. As a  
8 result of Uniqon's inadequate capitalization, it was unable to perform under the terms of  
9 the Agreement.

10  
11 **FIRST CLAIM FOR RELIEF - BREACH OF CONTRACT**

12  
13 18. Plaintiff realleges and incorporates herein by reference each and every allegation  
14 contained in paragraphs 1 through 17, inclusive, as though fully set forth herein.

15  
16 19. Plaintiff has performed all conditions, covenants, and promises required on its  
17 part to be performed in accordance with the terms and conditions of the Agreement,  
18 except for any performance of which was excused on the grounds of Defendants' breach  
19 and violation of the terms and conditions of the Agreement.

20  
21 20. As of the date of the filing of the complaint herein, Defendants, individually and  
22 collectively, are in breach of said Agreement by among other things.

23  
24 21. Defendants' failure to fully fund their cash flow obligation in the amount of Two  
25 Million Seven Hundred Thousand United States Dollars (US \$2,700,000.00) having  
26 paid just Two Million United States Dollars (US \$2,000,000.00) of the Four Million  
27 Seven Hundred Thousand United States Dollars (US \$4,700,000.00) required under the  
28 Agreement;

- 1 22. Defendants' failure to pay Viola an unknown amount for their day-to-day  
2 productions services;  
3
- 4 23. Defendants' failure to pay all its obligations to actors/employees on the  
5 production causing Plaintiff to incur an additional \$600,000.00;  
6
- 7 24. Defendants' failure to purchase necessary production and other insurance in the  
8 amount of \$49,306.15;  
9
- 10 25. Defendants' failure to provide paperwork, contracts, and most notably releases by  
11 participants of the Series. Defendants' failure to provide said releases effectively  
12 prevents Plaintiff from being able to exploit the Series and recover their investment  
13 through distribution;  
14
- 15 26. Defendants' failure to pay for post production services, as required in the  
16 Agreement, thereby forcing Plaintiff to secure a video master copy of the Series from  
17 Defendants and forcing Plaintiff to incur extra traveling expenses, as well as forcing  
18 Plaintiff to thereafter retain a post production company at a cost of Five Hundred Eighty  
19 Six Thousand Three Hundred Seventy Nine United States Dollars (US \$586,379.00) to  
20 complete production work.  
21
- 22 27. Defendants' failure to perform under the terms of the contract including but not  
23 limited to the failure to provide releases by participants of the Series, has rendered the  
24 completed production unusable in its intended marketplace. Such failure to perform has  
25 thwarted Plaintiff's proven income stream through the distribution and other  
26 exploitation of the Series in an amount to be proven at trial.  
27  
28

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1 28. Defendants breach of the Agreement as set forth above renders worthless  
2 the sums invested by Plaintiff in the production in the amount of One Million Five  
3 Hundred Thousand United States Dollars (US \$1,500,000.00).

4  
5 29. As a proximate result of Defendants' breach of the Agreement, Plaintiff has been  
6 damaged in the presently unascertained sum in excess of Five Million Four Hundred  
7 Thirty Five Thousand Six Hundred Eighty-Five United States Dollars (US  
8 \$5,435,685.00), plus interest, which Plaintiff will amend according to proof.

9  
10 **SECOND CLAIM FOR RELIEF - NEGLIGENT MISREPRESENTATION**

11  
12 30. Plaintiff realleges and incorporates herein by reference each and every allegation  
13 contained in paragraphs 1 through 27, inclusive, as though fully set forth herein.

14  
15 31. Prior to entering into the Agreement on May 19, 2009, Defendants made  
16 promises, statements and representations to Plaintiff that they had, among other things,  
17 sufficient expertise and experience in the area of television production and distribution,  
18 as well as, adequate capital available to fund cash flow for said production and  
19 distribution of Four Million Seven Hundred Thousand United States Dollars (US  
20 \$4,700,000.00) of the Six Million Two Hundred Thousand United States Dollars (US  
21 \$6,200,000.00) budget Defendants themselves prepared or had prepared by others under  
22 their direction and control to fully perform under the Agreement.

23  
24 32. When Defendants made these promises, statements, and representations, they had  
25 no reasonable ground for believing them to be true, in that they were unable to properly  
26 undertake to completion the production and distribution of the series or to fund the  
27 contracted cash flow amount within just a few months of entering into the Agreement.  
28 Since the time of Defendants' performance was so closely related in proximity to the

1 formation of the Agreement, it was improper to represent to Plaintiff that they had either  
2 the ability, willingness, or funds to perform the terms and conditions of the Agreement.

3  
4 33. Defendants made these representations with the intention of inducing Plaintiff to  
5 act in reliance on these representations and enter into the Agreement, or with the  
6 expectation that Plaintiff would so act.

7  
8 34. By failing to disclose that they did not have the necessary experience and  
9 expertise to properly produce and distribute the Series and to sufficiently fund  
10 satisfactory performance under the Agreement, Defendants negligently misrepresented  
11 to Plaintiff that they were a stable and secure and adequately capitalized production  
12 company, and capable of performing the production and distribution obligations under  
13 the Agreement. Plaintiff reasonably relied on Defendants' misrepresentation and  
14 provided Defendants with over Two Million Seven Hundred Thirty-Five Thousand Six  
15 Hundred Eighty-Five United States Dollars (US \$2,735,685.00) of its own capital in  
16 reliance there in comprising its initial investment of One Million Five Hundred  
17 Thousand United States Dollars (US \$1,500,000.00), additional payment of  
18 \$600,000.00 to cover employment contracts, payment of \$49,306.15 to cover insurance,  
19 and its additional post production expenses of Five Hundred Eighty Six Thousand Three  
20 Hundred Seventy Nine United States Dollars (US \$586,379.00).

21  
22 35. Plaintiff's reliance on Defendants' representations was a substantial factor in  
23 causing its harm. Plaintiff is, therefore, entitled to compensatory damages from  
24 Defendants, in a sum in excess of Two Million Seven Hundred Thirty-Five Thousand  
25 Six Hundred Eighty-Five United States Dollars (US \$2,735,685.00) , plus interest,  
26 which Plaintiff will amend according to proof.

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**PRAYER**

WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

**ON THE FIRST CAUSE OF ACTION**

1. For compensatory damages in excess of US \$5,435,685.00 with interest according to proof;
2. For costs of suit incurred herein; and,
3. For such other and further relief as this Court may deem just and proper.

**ON THE SECOND CAUSE OF ACTION**

1. For compensatory damages in excess of US \$2,735,685.00 with interest according to proof;
2. For costs of suit incurred herein; and,
3. For such other and further relief as this Court may deem just and proper.

DATED: January 28, 2010

KOLETSKY, MANCINI, FELDMAN & MORROW

By: \_\_\_\_\_

ROY A. KOLETSKY, ESQ.  
ANDREW M. MORROW, ESQ.  
SIMON E. NEWFIELD, ESQ.


Attorneys for Plaintiff, LIONS GATE TELEVISION  
INTERNATIONAL, A DIVISION OF LIONS GATE  
TELEVISION INC.

**DEMAND FOR JURY TRIAL**

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Plaintiff hereby demands a trial by jury of all issues and claims appropriate for determination by a jury.

DATED: January 28, 2010 KOLETSKY, MANCINI, FELDMAN & MORROW

By:   
ROY A. KOLETSKY, ESQ.  
ANDREW M. MORROW, ESQ.  
SIMON E. NEWFIELD, ESQ.  
Attorneys for Plaintiff, LIONS GATE TELEVISION INTERNATIONAL, A DIVISION OF LIONS GATE TELEVISION INC.

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# **EXHIBIT 1**

Co-Production Heads of Terms

**"Paris Hilton's BFF (Best Friend Forever)" (the "Format")**

This Co-Production Heads of Terms (the "Agreement") sets forth the outline terms of the agreement between Uniqon Emirates LLC ("Uniqon") and Lions Gate Television International, a division of Lions Gate Television Inc. ("Lionsgate") in respect of a co-production of a series based on the Format within Dubai (the "Territory") as follows:

1. Lionsgate and Uniqon agree to co-produce a minimum of eight (8) x sixty minute (60') episodes of a television series based on the Format and provisionally entitled "Paris Hilton Dubai BFF" (the "Series") in the Territory.
2. Uniqon hereby agrees to engage the third party production entity known as Viola to handle and oversee all day-to-day production activities during the production of the Series, at Uniqon's sole cost and expense. It is further agreed that Uniqon shall be responsible for obtaining all necessary facilities, equipment, personnel, and all other elements that may be deemed necessary for any and all pre-production, production and post-production activities, except as set forth in paragraph 5 below.
3. Uniqon and Lionsgate agree that the total budget shall not exceed an amount equal to Six Million Two Hundred Thousand United States Dollars (US\$6,200,000.00), of which Lionsgate will cash flow One Million Five Hundred Thousand United States Dollars (US\$1,500,000.00) and Uniqon will cash flow Four Million Seven Hundred Thousand United States Dollars (US\$4,700,000.00). Lionsgate's cash flow contribution set forth herein shall be allocated to the payment of Paris Hilton's fee set forth in paragraph 5(b) below. The budget for all pre-production, production and post-production activities must be mutually approved by Uniqon and Lionsgate prior to the occurrence of any such pre-production, production and/or post-production activities.
4. Uniqon shall be responsible for clearing all aspects of all episodes of the Series for any and all types of exploitation via any and all types of media throughout the universe in perpetuity.
5. Lionsgate and Uniqon hereby agree that the following are conditions precedent for the production of the Series:
  - a. Paris Hilton's services shall be secured as the principal role in the Series; and
  - b. Paris Hilton's fee for the Series shall be no less than a total sum of US\$2,100,000.00 which, for the avoidance of doubt, shall be included in the total budget amount set forth in paragraph 3 above.

Lionsgate and Uniqon acknowledge and agree that Lionsgate shall enter into good faith negotiations with Paris Hilton to secure her services as set forth in this paragraph 5.

6. Uniqon shall pay Lionsgate a format fee in an amount equal to Thirty Thousand United States Dollars (US\$30,000.00) per episode, which in any event shall not exceed a total amount of Two Hundred Forty Thousand United States Dollars (US\$240,000.00). For the avoidance of doubt, Lionsgate's format fee set forth herein shall be included in the total budget amount set forth in paragraph 3 above.
7. Lionsgate shall be entitled to receive a production fee in an amount equal to Seventy Five Thousand United States Dollars (US\$75,000.00), which shall be paid to Lionsgate as set forth in paragraph 11 below.
8. Uniqon shall pay ISH Entertainment a production fee in an amount equal to Seventy Five Thousand United States Dollars (US\$75,000.00) which, for the avoidance of doubt, shall be included in the total budget amount set forth in paragraph 3 above.
9. Uniqon shall be granted the right to broadcast the Series via Free Television, Pay Television, Video-On-Demand and/or Pay Per View via any and all methods of transmission (including via the internet and via the internet to mobile telephones) in the Middle East for a period of ten (10) years.

which shall commence on a date that shall be mutually agreed upon by Lionsgate and Uniqon, but in any event not later than March 1, 2010 (the "License Period"). Uniqon's exercise of its Free Television, Pay Television, Video-On-Demand and Pay Per View rights via any and all methods of transmission (except via the internet and via the internet to mobile telephones) shall be exclusive during the first six (6) months of the License Period and non-exclusive during the remaining nine and a half (9 1/2) years of the License Period. Uniqon's exercise of its Free Television, Pay Television, Video-On-Demand and Pay Per View rights via the internet and via the internet to mobile telephones shall be exclusive during the first twelve (12) months of the License Period and non-exclusive during the remaining nine (9) years of the License Period.

10. Uniqon shall have the right to recoup, in first position, one hundred percent (100%) of the portion of the total budget that Uniqon has agreed to cash flow (as set forth in paragraph 3 above) from all gross receipts generated from (i) Uniqon's Free Television, Pay Television, Video-On-Demand and Pay Per View exploitation of the Series, and (ii) any sponsorships that Uniqon secures in relation to the production of the Series. Thereafter, Uniqon shall pay to Lionsgate fifty percent (50%) of Uniqon's Modified Adjusted Gross Receipts derived from all such Free Television, Pay Television, Video-On-Demand, and Pay Per View exploitation and sponsorships. "Uniqon's Modified Adjusted Gross Receipts" shall mean any revenue actually received by Uniqon after deduction of Uniqon's distribution fee, to be capped at twenty percent (20%) of gross receipts, and any actual, direct costs and expenses incurred by Uniqon.
11. Lionsgate reserves any and all rights to the Series that are not specifically granted to Uniqon in this Agreement (the "Reserved Rights") and Lionsgate shall have the right to exploit any or all such Reserved Rights throughout the universe in perpetuity. Lionsgate shall have the right to recoup, in first position, one hundred percent (100%) of the portion of the total budget that Lionsgate has agreed to cash flow (as set forth in paragraph 3 above) and the production fee that is due and payable to Lionsgate (as set forth in paragraph 7 above) from all gross receipts generated from such exploitation. Thereafter, Lionsgate shall pay to Uniqon one hundred percent (100%) of Lionsgate's Modified Adjusted Gross Receipts derived from such exploitation until such time as Uniqon has recouped one hundred percent (100%) of the total portion of the budget that Uniqon has agreed to cash flow (as set forth in paragraph 3 above), after which Lionsgate's Modified Adjusted Gross Receipts generated from such exploitation shall be allocated fifty percent (50%) to Lionsgate and fifty percent (50%) to Uniqon. "Lionsgate's Modified Adjusted Gross Receipts" shall mean any revenue actually received by Lionsgate after deduction of Lionsgate's distribution fee, to be capped at twenty percent (20%) of gross receipts, and any actual, direct costs and expenses (which shall include, but not be limited to, any fees, royalties and residuals that are payable to any third parties).
12. Lionsgate shall be the owner of all intellectual property rights in and to the Series (including, but not limited to, all copyrights in and to the Series) throughout the universe in perpetuity.
13. Lionsgate shall be the owner of all intellectual property rights in and to the Format, including any changes made to the Format ("Derivative Formats"), (including, but not limited to, all copyrights in and to the Format and Derivative Formats) throughout the universe in perpetuity.
14. Uniqon shall provide Lionsgate with written notice of all sponsorships that Uniqon secures in relation to the production of the Series. Such written notice shall set forth, at a minimum, the name of the sponsor, the type of sponsorship, and the monetary value of such sponsorship.
15. This Agreement is subject to and shall be interpreted in accordance with the laws of the State of California. The forum for any disputes arising out of or relating to this Agreement shall be Los Angeles, California. Any dispute arising out of or relating to this Agreement shall be resolved by either (i) binding arbitration under current Independent Film & Television Alliance Rules For International Arbitration ("IFTA") (formerly known as AFMA), or (ii) by an action brought in the Federal District Court, for the Central District of California or in the Superior Court of the State of California, for the County of Los Angeles.

The parties agree to enter into a long form co-production agreement on Lionsgate's standard terms and conditions, subject to good faith negotiations. Until such time, Lionsgate and Uniqon agree that the terms set out in this Agreement shall be legally binding on both parties.

(signature page to follow)

**LIONS GATE TELEVISION  
INTERNATIONAL, A DIVISION OF  
LIONS GATE TELEVISION INC.**

Signature

Print Name

**CRAIG CEGIELSKI  
EVP, PROGRAMMING & SALES  
LIONS GATE INTERNATIONAL TELEVISION**

Date

5/19/09

**UNIQON EMIRATES LLC**

Signature

Print Name

**Ehab Habib**  
Business Development manager

Date

17/5/2009

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself) LIONS GATE TELEVISION INTERNATIONAL, A DIVISION OF LIONS GATE TELEVISION, INC. DEFENDANTS ABDULLA AL FALASI, UNIQON EMIRATES, LLC, EHAB HABIB

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) KOLETSKY, MANCINI, FELDMAN & MORROW - CENTRAL PLAZA, 3460 WILSHIRE BLVD. 8TH FLOOR, LOS ANGELES CA, 90010 - (213) 427-2350 Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)

IV. ORIGIN (Place an X in one box only.) 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$ 6,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. 1332(a)(2) & 28 U.S.C. 1391(d) - DEFENDANTS BREACHED A WRITTEN CONTRACT WITH PLAINTIFF.

VII. NATURE OF SUIT (Place an X in one box only.)

Table with 6 columns: GENERAL, PERSONAL INJURY, PERSONAL PROPERTY, BANKRUPTCY, PRISONER, LABOR. Rows include various legal categories like State Reapportionment, Insurance, Airplane, Other Fraud, Motions to Vacate Sentence, Fair Labor Standards Act, etc.

FOR OFFICE USE ONLY: Case Number: CV10-00757 AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	UNITED ARAB EMIRATES

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties  
**Note: In land condemnation cases, use the location of the tract of land involved**

**X. SIGNATURE OF ATTORNEY (OR PRO PER):**  Date 02/02/2010

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instruction sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))