Bryan J. Freedman (SBN 151990) 1 bfreedman@ftllp.com 2 Steven E. Formaker (SBN 93906) sformaker@ftllp.com Sean M. Hardy (SBN 266446) 3 smhardy@ftllp.com FREEDMAN + TAITELMAN, LLP 1901 Avenue of the Stars, Suite 500 Los Angeles, CA 90067 Telephone: (310) 201-0005 Facsimile: (310) 201-0045 6 Attorneys for Plaintiffs Steve Stabler and Brad Krevoy 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 COUNTY OF LOS ANGELES 10 CASE NO. BC 6 6 4 7 9 6 11 STEVE STABLER, an individual, and 12 BRAD KREVOY, an individual, COMPLAINT FOR: Plaintiffs. 13 1. **BREACH OF CONTRACT** VS. 14 2. BREACH OF THE IMPLIED NEW LINE CINEMA, a Delaware COVENANT OF GOOD FAITH 15 limited liability company; NEW LINE AND FAIR DEALING PRODUCTIONS, INC., a California 3. DECLARATORY RELIEF 16 corporation, and DOES 1 through 50, inclusive, 17 Defendants. 18 19 20 21 22 Plaintiffs Steve Stabler ("Stabler") and Brad Krevoy ("Krevoy") allege: 23 Nature of the Action 24 Plaintiffs are motion picture producers. In 1994, Plaintiffs entered Bt@acontract 25 with Defendant New Line Productions, Inc. ("New Line Productions"), whose performance was 26 guaranteed by Defendant New Line Cinema ("New Line Cinema"), with respect to the production of a motion picture entitled Dumb and Dumber (the "Film"). The contract provided, inter alia, that Plaintiffs 27 had rights of first negotiation to produce sequels of the Film with a floor of the terms of the 1994 28

COMPLAINT

contract. New Line blatantly breached the contract by assigning rights to produce a sequel entitled Dumb and Dumber To (the "Sequel") to a third party, Red Granite Capital US LLC ("Red Granite"), without honoring Plaintiffs' rights of first negotiation. As a result of Defendants' conduct, Plaintiffs have lost monetary compensation as well as credits and other consideration, and Defendants have been unjustly enriched.

2. By this action, Plaintiffs seek damages and equitable relief to restrain Defendants from such unlawful conduct in the future.

Parties and Jurisdiction

- Stabler is, and at all times mentioned herein was, an individual residing and conducting business in Los Angeles County, California.
- 4. Krevoy is, and at all times mentioned herein was, an individual residing and conducting business in Los Angeles County, California.
- 5. Plaintiffs are informed and believe, and on that basis allege, that New Line Cinema is, and at all times mentioned herein was, a limited liability company organized and existing under the laws of the State of Delaware, and residing and conducting business in Los Angeles County, California. Plaintiffs are informed and believe, and on that basis allege, that New Line Productions is, and at all times mentioned herein was, a corporation organized and existing under the laws of the State of California, and residing and conducting business in Los Angeles County, California.
- 6. Plaintiffs are informed and believe, and on that basis allege, that New Line Productions is, and at all times mentioned herein was, a corporation organized and existing under the laws of the State of California, and residing and conducting business in Los Angeles County, California.
- 7. The true names and capacities of Defendants Does 1 through 50, inclusive, are presently unknown to Plaintiffs, who therefore sue said defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiffs are informed and believe, and on that basis allege, that each of the fictitiously named defendants is responsible in some manner for the occurrences alleged herein. Plaintiffs therefore sue these defendants by such fictitious names and will amend this Complaint to state their true names and capacities when such names have been ascertained.

- 8. Plaintiffs are informed and believe, and on that basis allege, that at all times mentioned herein, each defendant acted as the actual or ostensible agent, employee and/or coconspirator of each other defendant and, in performing the actions alleged herein, acted in the course and scope of such agency, employment and/or conspiracy. Plaintiffs are further informed and believe, and on that basis allege, that each defendant succeeded to and/or ratified the actions of each other defendant with respect to the matters alleged herein.
- 9. Venue is proper in Los Angeles County because Plaintiffs are residents of Los Angeles County; New Line Cinema and New Line Productions are residents of Los Angeles County; the contract in issue was entered into and was to be performed in Los Angeles County; and the county in which Does 1 through 50 reside is unknown to Plaintiffs.

Background

- 10. Plaintiffs are well known Hollywood producers, who have worked in the motion picture and television production business for more than 25 years. Their projects have generated more than \$1 billion in worldwide revenue and the motion picture and television projects they have produced and distributed have garnered Academy Awards, Emmy, Golden Globe, WGA, DGA, SAG and numerous other awards and nominations. Among other positions, Plaintiffs ran production, marketing and distribution for Orion Pictures prior to the company's sale to MGM/UA, served on the board of IFTA and are members of the Academy of Motion Picture Arts and Sciences.
- 11. As of March 1, 1994, Plaintiffs entered into a contract with New Line Productions, whose performance was expressly guaranteed by New Line Cinema, with respect to the production of the Film (the "Producer Agreement"). A copy of the Producer Agreement is attached to this Complaint as Exhibit 1. The Producer Agreement provides, *inter alia*, that:
 - a. New Line Productions will own all rights in the Film. .
 - b. Stabler and Krevoy each will receive producer fees of \$200,000.
 - c. Stabler and Krevoy each will receive one-third of 50% of New Line Productions' net profits from the Picture.
 - d. New Line Productions will place producer credits for Plaintiffs for the Film on screen and in paid advertising, including: (a) "In Association with Motion Picture Corporation

of America," a company of which Krevoy is President; (b) "A Brad Krevoy/Steve Stabler/Charles Wessler Production"; and (c) "Produced by Charles Wessler, Steve Stabler and Brad Krevoy."

- e. Other terms are subject to New Line Productions' "standard form agreements, including "rights of first negotiations for sequels and remakes with a floor of this deal. . . ."

 (Emphasis added.)
 - f. New Line Cinema guarantees all of New Line Productions' obligations.
- 12. Plaintiffs are informed and believe, and on that basis allege, that as of June 13, 2013, New Line Productions had assigned rights in the Film and/or the Sequel to related or affiliated companies named Katja Motion Picture Corporation ("Katja") and Avery Pix, Inc. ("Avery").
- 13. Plaintiffs and informed and believe, and on that basis allege, that as of June 13, 2013, New Line Productions, along with Katja and Avery, entered into a contract with Red Granite entitled "Dumb and Dumber To' Quitclaim Agreement" (the "Sequel Agreement") with respect to the Sequel. The Sequel Agreement provides, *inter alia*:
 - a. New Line Productions, Katja and Avery quitclaim to Red Granite the right to use the Film and associated rights in connection with the production of a motion picture based in whole or in part on the Film, i.e., the right to produce a sequel.
 - Red Granite will pay to New Line Productions, Katja and Avery, inter alia, (i)
 purported costs of \$1,759,417 plus interest; (ii) a license fee of \$1,500,000; and
 (iii) certain contingent compensation.
 - c. Red Granite will give a "presentation credit" on the Sequel to New Line Productions, Katja and Avery along with other credits, but there is no provision for any credits for Stabler or Krevoy.
 - d. The parties expressly acknowledge the Producer Agreement between Plaintiffs and New Line Productions and the potential for a claim by Plaintiffs for breach of the contract; and Red Granite will indemnify New Line Productions, Katja and Avery from all liability for any claim under the Producer Agreement.

After New Line Productions, Katja, Avery and Red Granite entered into the Sequel Agreement, Plaintiffs attempted to negotiate an agreement with Red Granite with respect to the production of the Sequel based on the terms of their rights of first negotiation under the Producer Agreement. When Red Granite refused to enter into an agreement based on those terms, and the parties could not agree to other terms, Stabler and Krevoy had to file a lawsuit to protect their rights, Stabler v. Red Granite Pictures, Inc., Los Angeles Superior Court Case No. BC515978. Then, in mitigation of their damages, Stabler and Krevoy entered into a settlement with Red Granite, which partially compensated them for the damages caused by Defendants herein.

First Cause of Action

Breach of Contract

[Against All Defendants]

- 15. Plaintiffs reallege and incorporate herein by reference paragraphs 1 through 14, above, as though set forth in full.
- 16. The Producer Agreement constitutes a written contract between Plaintiffs, on the one hand, and Defendants, on the other hand.
- 17. Pursuant to the Producer Agreement, Stabler and Krevoy were entitled to, inter alia, rights of first negotiation to produce the Sequel with a floor of the terms of the Producer Agreement.
- 18. Defendants breached the Producer Agreement by, *inter alia*, failing to negotiate with Plaintiffs with respect to the production of the Sequel; failing to pay Plaintiffs fixed and contingent compensation in connection with the Sequel; failing to provide Plaintiffs with credits on the Sequel; failing to accord Plaintiffs the opportunity to produce the Sequel; and quitclaiming rights to Red Granite so that it could produce the Sequel.
- 19. Plaintiffs have performed all conditions and covenants to be performed by them under the Producer Agreement except to the extent their performance has been excused.
- 20. As an actual and proximate result of the breaches of contract by Defendants,

 Plaintiffs have suffered and will suffer damages in an amount to be proved at trial in excess of \$1 million.

- 21. In addition, Defendants have received benefits from their breaches of contract. It would be unjust to allow Defendants to retain the benefits of their willful breaches of contract at Plaintiffs' expense. Therefore, Plaintiffs are entitled to recover the amount of such benefits in an amount to be proved at trial.
- 22. Furthermore, unless Defendants are ordered to perform their obligations under the Producer Agreement, and are restrained from committing future breaches of the Producer Agreement, Plaintiffs will suffer substantial, irreparable and incalculable injury and monetary damages will not provide adequate compensation. Therefore, Plaintiffs are entitled to (a) specific performance of the Producer Agreement according Plaintiffs their rights of first negotiation on all sequels and remakes of the Film; and (b) preliminary and permanent injunctive relief enjoining Defendants, during the pendency of this action and permanently thereafter from, directly or indirectly, producing a sequel to the Film, or assigning, licensing, quitclaiming or transferring to any person any right to produce a sequel to the Film, without according Plaintiffs their rights of first negotiation.

Second Cause of Action

Breach of Implied Covenant of Good Faith and Fair Dealing [Against All Defendants]

- 23. Plaintiffs reallege and incorporate herein by reference paragraphs 1 through 14 and 16 through 22, above, as though set forth in full.
- 24. The Producer Agreement contains an implied covenant of good faith and fair dealing which provides that the parties must deal with each other in good faith and not engage in conduct to deprive the other party of the benefits of the contract.
- 25. Defendants breached the implied covenant of good faith and fair dealing by, *inter alia*, negotiating and entering into the Sequel Agreement; failing to negotiate with Plaintiffs with respect to the Sequel; failing to pay Plaintiffs fixed and contingent compensation in connection with the Sequel; failing to provide Plaintiffs with credits on the Sequel; failing to accord Plaintiffs the opportunity to produce the Sequel; quitclaiming rights to Red Granite so that it could produce the Sequel; and failing to ensure that Red Granite negotiate with Plaintiffs, pay Plaintiffs fixed and contingent compensation, provide Plaintiffs with credits on the Sequel or accord Plaintiffs the

opportunity to produce the Sequel.

- 26. Plaintiffs have performed all conditions and covenants to be performed by them under the Producer Agreement except to the extent their performance has been excused.
- 27. As an actual and proximate result of the breaches of the implied covenant of good faith and fair dealing by Defendants, Plaintiffs have suffered and will suffer damages in an amount to be proved at trial in excess of \$1 million.
- 28. In addition, Defendants have received benefits from their breaches of contract. It would be unjust to allow Defendants to retain the benefits of their willful breaches of contract at Plaintiffs' expense. Therefore, Plaintiffs are entitled to recover the amount of such benefits in an amount to be proved at trial.
- 29. Furthermore, unless Defendants are ordered to perform their obligations under the Producer Agreement, and are restrained from committing future breaches of the Producer Agreement, Plaintiffs will suffer substantial, irreparable and incalculable injury and monetary damages will not provide adequate compensation. Therefore, Plaintiffs are entitled to (a) specific performance of the Producer Agreement according Plaintiffs their rights of first negotiation on all sequels and remakes of the Film; and (b) preliminary and permanent injunctive relief enjoining Defendants, during the pendency of this action and permanently thereafter from, directly or indirectly, producing a sequel to the Film, or assigning, licensing, quitclaiming or transferring to any person any right to produce a sequel to the Film, without according Plaintiffs their rights of first negotiation.

Third Cause of Action

Declaratory Relief

[Against All Defendants]

- 30. Plaintiffs reallege and incorporate herein by reference paragraphs 1 through 14, 16 through 22, and 24 through 29, above, as though set forth in full.
- 31. An actual controversy has arisen and now exists between Plaintiffs, on the one hand, and Defendants, on the other hand, concerning their respective rights and obligations under the Producer Agreement. Plaintiffs contend that Defendants may not, directly or indirectly, produce a sequel to the Film, or assign, license, quitclaim or transfer to any person any right to produce a sequel

COMPLAINT I

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to the Film, without according Plaintiffs' their rights of first negotiation. Plaintiffs are informed and believe, and on that basis allege, that Defendants deny Plaintiffs' contentions.

- 32. Plaintiffs seek a judicial determination of their rights and interests under the Producer Agreement, *i.e.*, that Defendants may not, directly or indirectly, produce a sequel to the Film, or assign, license, quitclaim or transfer to any person any right to produce a sequel to the Film, without according Plaintiffs' their rights of first negotiation.
- 33. A judicial declaration is necessary and appropriate under the circumstances so that Plaintiffs and Defendants may ascertain their rights, interests, obligations and duties with respect to foregoing and to avoid a multiplicity of actions.

Prayer for Relief

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

- 1. For compensatory damages in an amount to be proved at trial;
- 2. For preliminary and permanent injunctive relief (a) ordering specific performance of the Producer Agreement; and (b) enjoining Defendants, during the pendency of this action and permanently thereafter from, directly or indirectly, producing a sequel to the Film, or assigning, licensing, quitclaiming or transferring to any person any right to produce a sequel to the Film, without according Plaintiffs' their rights of first negotiation;
- 3. For a judicial declaration that Defendants may not directly or indirectly, produce a sequel to the Film, or assign, license, quitclaim or transfer to any person any right to produce a sequel to the Film, without according Plaintiffs' their rights of first negotiation;
 - 4. For costs of suit incurred herein; and
 - 5. For such other and further relief as the Court may deem just and proper.

Dated: June 12, 2017

FREEDMAN + TAIPELMAN, LLP

By:

Bryan J. Freedman Steven E. Formaker

Sean M. Hardy

Attorneys for Plaintiffs Steve Stabler and Brad Krevoy

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EXHIBIT 1



NEW LINE CINEMA

By Fax 310-288-4800

As of March 1, 1994

Brad Smith Creative Artists Agency 9830 Wilshire Boulevard Beverly Hills, California 90212

Re: "Dumb and Dumber"

Dear Brad:

The following shall confirm the material terms of the agreements between New Line Productions, Inc. or its designated production company ("New Line") (all obligations to be guaranteed by New Line Cinema as set forth on page 4) and your clients Peter Farrelly, Bob Farrelly and Bennett Yellin (referred to sometimes individually and sometimes collectively, jointly and severally, as "Writers"), and with Charles Wessler, Steve Stabler and Brad Krevoy (referred to sometimes individually and sometimes collectively, jointly and severally, as "Producers") and with Peter Farrelly ("Director") with respect to the production of a motion picture presently entitled "Dumb and Dumber" ("the Picture"):

1. Chain of Title: All of New Line's obligations hereunder are subject to review and reasonable approval of all chain of title documents, and Writers and Producers and Director hereby warrant that the only chain of title documents are the signed Writers' agreements with Universal Pictures and signed Certificates of Authorship, receipt and approval of which are hereby acknowledged by New Line. Writers, Producers and Director shall be deemed "pay or play" hereunder when the chain of title is approved, the Quitclaim Agreements and signed assignment referred to below are fully executed, a deal memo with Jim Carrey is signed committing for Carrey to pure in the Picture. Notwithstanding anything

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ALM LINE PRODUCTIONS, INC 196 NORTH BUIDERPSHS BLUT EXAMI FOR ANGELES, CALIFORNIA MODE FOI EPHONE LIBOUSTAIN, FAX (200) RAGIRA

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Brad Smith As of March 1, 1994 page 2

herein to the contrary, but subject to the "pay or play" conditions of this letter agreement, Peter Farrelly, Charles Wessler, Steve Stabler and Brad Krevoy shall be "pay and play" through the first two weeks of principal photography. Subject to events of disability or force majeure, the start date is tentatively set for May 2, 1994, and shall be no later than May 23, 1994.

- Rights: Writers variant and represent that they have the right to enter into a Quitclaim Agreement with Thunderbird, Inc. ("Thunderbird") who, to the best of Writers', Producers' and Director's knowledge, owns and controls all underlying rights whatsoever in the Picture; and that Writers warrant and represent that concurrently with the complete execution of the Thunderbird Quitclaim Agreement, Writers will execute an Assignment of all Rights in form attached hereto as Exhibit A to New Line and Writers convey all underlying rights whatsoever to New Line Productions, Inc. Writers, Producers and Director further warrant and represent that they have the right to enter into the Thunderbird Quitclaim, the New Line Productions, Inc. Assignment, this agreement and grant all rights granted hereunder, that there are no third parties whatsoever claiming an interest in the Picture or the underlying rights therein, that the screenplay is original with them and does not infringe on the rights of any third parties whatsoever, and they hereby indemnify New Line from any damages or claims whatsoever arising out of any breach of the foregoing warranties. New Line agrees to pay directly to Thunderbird the sum of \$220,963 concurrently with the execution of all documents, including, without limitation, the Quitclaim documents referred to hereinabove and any chain of title documents reasonably required hereunder. New Line also agrees to pay directly to Universal Pictures the sum of \$6,792 when due pursuant to the terms of the Thunderbird Quitclaim.
 - 3. Producers Fees: Subject to the terms and conditions of this letter agreement, the Producer's fees shall be \$600,000 in the aggregate (payable 20/60/10/10) to be divided amongst them in equal shares. Likewise, the Producers and the Director shall receive, in the aggregate, divided in equal shares, 50% of 100% of New Line's net profits from the Picture from all sources, reducible by all other participations to a hard floor of 15% of 100% of the net profits. Video revenues shall be included in New Line's gross revenues at a 25% royalty, with no distribution fees. All other terms and conditions of net profits shall be subject to New Line's standard definition of net profits, as modified for Jersey Films for the Picture entitled "8

米 (but not financiers, including National Lampson),

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SE TOTTONE:

Line's direction and control. checomery creative consultation rights, but subject to New rendered by producers of tirst class motion pictures in the entertainment industry in Los Angeles, California, with Seconds.* Producers shall perform all services customarily

pictures in the entertainment industry in Los Angeles, initiation feem. Director shall perform all services customarily performed by directors of tiret class motion this letter agreement, Director shall be paid the total sum of \$200,000 (20/60/10/10) and as a courtesy to Director, of \$200,000 as and the sum of up to \$5,000 as and for DGA shall be reimbursed the sum of up to \$5,000 as and for DGA. Director Rees: Subject to the terms and conditions of

5. Writers' Rees: Subject to Mew Line's receipt and approval of the writer's agreement between Writers and California, with cuetomary creative control.

subject to Mew Line's direction and control.

are accorded sole writing credit pursuant to tinal WGA accorded sole writing credit pursuant to tinal WGA additional tees of \$30,000 in the aggregate, to be divided additional tees of \$30,000 in the aggregate, to be divided additional tees of \$30,000 in the aggregate, to be divided additional tees of \$30,000 in the aggregate, to be divided additional tees of \$30,000 in the aggregate, to be divided additional tees of \$30,000. shall assume the obligation to pay to writers the production bonus of \$150,000 plus it of 100% of the net profits if they Universal, the assigned certificate of suchorship, New Line, together with a signed certificate of suchorship, New Line

Dey Basic Agreements, to accord on screen and paid ad credit standard contractual conditions (e.g., default or disability) and to all the credit provisions of the WGA and connection with the Picture), New Line agrees, subject to 6. Credits: Subject to any pre-existing contractual credit requirements (e.g., executive producer credits to individuals associated with the use of "Netional Lampoon" in

receive an "in association with" credit; (a) Motion Picture Corporation of America shall

Brad Krevoy/Steve Stabler/Charles Wessler Production." (b) Producers shall be accorded credit in the form "A

KERVOY, " *Produced by Charles Wessler, Steve Stabler and Brad Producers shall be accorded credit in the form:

a "directed by" credit. (d) Director shall be accorded a possessory credit and

Brad Smith As of March 1, 1994 page 4

(d) Tracey Graham, Robert Farrelly and Bradley Jenkel shall share a "co-producer" credit on one shared card on screen in the main titles, but shall not be required to be accorded credits in paid ads. Bradley Thompson shall receive an "Associate Producer" credit in the end titles, which may be shared.

All credits shall be subject to New Line's customary standards and exclusions and New Line reserves the right to accord -de-producer -- associate producer - and executive producer credits to any parties provided that no other parties shall receive a "produced by" credit except Producers.

 Miscellaneous: All other terms and conditions of Writers', Producers' and Director's deals shall be subject to the provisions of the WGA and DGA Basic Agreements and to New Line's standard form agreements (which include, without limitation, provisions regarding default, disability, force majeure, rights of first negotiation for sequels and remakes [Peter Farrelly shall have the option with respect to theatrical sequels and remakes to be one of the producers flow of and to share producer's fees instead of negotiating as a this deal director) no injunction relief and California law and jurisdiction), which standard form agreements may be subject to modification after good faith negotiation within New Line's customary parameters. 8. Reimburse mpet for pre-production

Brad, please have your clients sign where indicated below. Internes to Thank you for your courtesy and cooperation.

Kirdest personal regards,

Margaret Blatner Senjor Vice President Business and Legal Affairs

New Line Cinama guarantees all obligations of New Line Productions, Inc. and/or/its designated production company

(signatures continued on next page)

date (including Writer perdiens

and travel) up to \$100,000 maximum.

mpca will provide

resonable

documentation of en penses.

*with a

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Brad Smith As of March 1, 1994 page 5

Motion Picture, Corporation of America

(an authorized signatory)

MB/ac

cc: Michael Deluca Ben Zinkin

Lawrence Kopeikin

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This Agreement dated as of March 1, 1994 shall constitute the basic terms and conditions of the agreement between Peter Farrelly, Bob Farrelly and Bennett Yellin ("Owner") and New Line Productions, Inc. ("Purchaser") relating to that certain unpublished original screenplay entitled "Dumb and Dumber" (the "Screenplay") written by Peter Farrelly, Bob Farrelly and Bennett Yellin ("Author").

- 1. Property. The Property is, collectively, all treatments, writings, screenplays and other materials comprising the Screenplay and any all elements included therein or embodied therein and all previous and/or subsequent revisions and/or translations thereof and the plots, themes and characters contained in all of the foregoing.
- 2. Assignment. Owner hereby irrevocably sells, grants and assigns to Purchaser, exclusively and absolutely and outright, in perpetuity and throughout the universe: all rights of any kind new known or hereafter known including without limitation, all theatrical motion picture, non-theatrical motion picture, television, home video, audiovisual devise, sequel, remake, prequel, soundtrack, music merchandising, print publications rights (except for Owner's reserved right), advertising and publicity rights and any and all other allied and incidental rights in the Property (the 'Rights').
- 3. Purchase Price. In consideration for all the Rights granted to Purchaser by Owner hereunder and all of Owner's representations, warranties and agreements herein, Purchaser shall pay to Thunderbird, Inc., on Owner's behalf, the sum of \$220,963 upon complete execution of this Assignment and Purchaser assumes the obligation to pay Universal Pictures the sum of \$6,792 upon principal photography of a motion picture based on the Property.
- 4. The Rights. The Rights shall include, but not be limited to, the following:
- 4.1. Owner hereby irrevocably and absolutely transfers, sets over and grants to Purchaser the Rights to and with respect to the Property, including all copyrights therein.

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- 4.2. Purchaser shall have the unlimited right to use, exploit, advertise, exhibit and otherwise turn to account any motion picture based on the Property in any manner and in any and all media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Purchaser in its sole discretion shall determine. Author hereby waives any and all so-called "moral rights" of authors.
- 4.3. Owner hereby grants exclusively to Purchaser forever and throughout the world and in any and all madia (whether now known or hereafter devised), the exclusive right to use Author's name, likeness, and biographical data in connection with the Picture and the advertising, publicity, promotion, marketing, merchandising and exploitation of the Picture (including without limitation in connection with promotional films and featurettes such as "behind the scenes", and "making of" films).
- 5. Representations & Warranties: Owner represents and warrants as follows:
- 5.1. Owner has the full right, power and authority to enter into this Agreement and to grant to Purchaser the Rights and all other rights granted herein to Purchaser.
- 5.2. Neither the Property nor any part thereof is in the public domain.
- 5.3. The Property is validly copyrighted and registered for copyright in the United States of America and may similarly be protected elsewhere to the maximum extent that the laws of other countries provide for such protection.
- 5.4. The Property is wholly original with Author and no incident contained therein and no part thereof has been taken from, has been based upon, or will infringe upon any other literary, dramatic or musical material or any motion picture.
- 5.5. The Property does not and will not in any way infringe upon or violate the copyright or common law rights or literary or dramatic or motion picture rights of, or constitute a libel or defamation against, or invasion of the rights of privacy, publicity or any other rights, of any party whatseever.
- 5.6. Owner owns all right, title and interest in the Property, and Author wrote the Screenplay as an amployee for hire of Owner and/or Universal Pictures and/or Thunderbird, Inc. Owner has not entered into any agreement derogating from or otherwise affecting the Property or any of the



Rights granted herein to Purchaser, and no part of the Property or any of the Rights granted herein to Purchaser has in any way been encumbered, sold, conveyed, assigned, granted or otherwise disposed of; the Property and all of the Rights granted herein to Purchaser are free of any liens or claims whatsoever; and there are no claims or litigation pending, outstanding or threatened which might in any way prejudice, interrupt or interfers with the use by Purchaser of the Property, the Rights or any other rights granted herein to Purchaser.

- 5.7. The Property has not previously been exploited as a motion picture, television production, play or otherwise, and no other literary work or other materials based on the Property has been written.
- 5.8. Owner shall indemnify and hold harmless Purchaser, its representatives, licensees and assigns from and against any and all liabilities, judgments, claims, costs, damages, losses and expenses (including without limitation costs and reasonable attorneys' fees) arising out of or in connection with the Property or any use thereof or a breach-or-alloged-breach by Owner of any warranties, representations or agreements contained in this Agreement. Purchaser shall have the sole right to control the legal defense of any such claims, demands or litigation, including the right to select counsel of Purchaser's choice and to compromise or settle any such claims, demands or litigation.
- 5.9. Purchaser shall indemnify and hold harmless Owner, his representatives, licensees and assigns from and against any and all liabilities, judgments, claims, costs, damages, losses and expenses arising out of or in connection with any additions to the Property made by Purchaser, or the breach by Purchaser of any warranties, representations or agreements contained in this Agreement.
- 6. Breach of Agreement. No act or omission of either party hereunder shall constitute an event of default or breach of this Agreement unless the other party shall first give notice in writing setting forth such alleged breach or default and such alleged breach or default shall not have been cured within ten (10) days after the giving of such notice.
- 7. No Injunctive Relief. In the event of a breach of this Agreement by Purchaser, Owner shall not be entitled to equitable relief or to terminate or rescind this Agreement or any of the Rights granted to Purchaser herein or to restrain, enjoin or otherwise impair the production, distribution, advertising or other exploitation of any production based in whole or in part on the Property,

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Owner's sole remedy being an action at law for damages, if any.

- 8. <u>Assignment</u>. Owner agrees that Purchaser may assign this Agreement, in whole or in part, at any time to any party, at its sole discretion.
- 9. Notices. All notices hereunder shall be in writing and shall be given by personal delivery, unless personal delivery is impracticable, in which case notice may be given by telegram or facsimile transmission, or by registered or certified mail (postago prepaid), and shall be deemed given hereunder on the date delivered, telegraphed or faxed or a date forty-eight (48) hours after the date mailed. Until further notice, the address of the parties shall be as follows:

OWNER/AUTHOR

Peter Farrelly
Bob Farrelly
Bennett Yellin
c/o Bradford Smith
Creative Artists Agency
9830 Wilshire Blvd.
Beverly Hills, CA 90212

PURCHASER

New Line Productions, Inc. c/o New Line Cinema Corp. 116 N. Robertson Blvd. Ste. 200 Los Angeles, CA 90048 Attn: Margaret Blatner Senior Vice President Business Affairs

with a copy to: Benjamin Zinkin Executive Vice President Business Affairs New Line Cinema Corp. 888 Seventh Avenue New York, NY 10106

- 10. MA Agreement. This Agreement shall be subject to the mandatory provisions of the Writer's Guild of America Basic Agreement ("Basic Agreement"), and any discrepancy between this Agreement and the Basic Agreement shall be resolved in favor of the Basic Agreement.
- 11. Miscellaneous. This Agreement shall be governed by the laws of the State of Chlifornia applicable to agreements executed and to be wholly to be performed therein and shall not be modified except by a written document executed by both parties hereto. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements or understandings, written or oral, relating to the subject matter hereof. Paragraph headings

dab.ngissa/UMD/

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are for the convenience of the parties only and shall have no legal offect whatsoever.

If the foregoing correctly sets forth your understanding, please sign in the space provided below.

AGREED AND ACCEPTED:

(Owner's Name)

By

Its

Fed. I.D.#

Peter Parielly

S.S.#

S.S.#

Second 11.0.0

dmb.ngless/UMC/

s.s.#

		CM-010
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State &	ar number, and address):	FOR COURT USE ONLY
Bryan J. Freedman (SBN 151	990)	
Steven Formaker (SBN 93906) Sean Hardy (SBN 26644)	ATT THE
FREEDMAN + TAITELMAN, LLP	<u>-</u>	F. L. Carrows
1901 Avenue of the Stars,	Suite 500	Successor Court of Charles
Los Angeles, CA 90067		
TELEPHONE NO.: 310-201-0005	FAX NO.:	" 10 2 2 2 1 1 7
ATTORNEY FOR (Name): Plaintiffs		JUN 12 2017.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF I	os Angeles	herei R. Curter Exocute (Mil. 1916)
STREET ADDRESS: 111 North Hill	Street	harri R. Carter Chocker
MAILING ADDRESS:		The state of the s
CITY AND ZIP CODE: Los Angeles 900	12	B) - Glorietta Robeits
BRANCH NAME: Central Distric	<u>t</u>	(Marie and
CASE NAME: STABLER V. NEW L	INE CINEMA	· .
	<u> </u>	
CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
X Unlimited Limited	Counter Joinder	BC 6 6 4 7 9 6
(Amount (Amount	Filed with first appearance by defendar	
demanded demanded is exceeds \$25,000 \$25,000 or less)	(Cal. Rules of Court, rule 3.402)	DEPT:
	below must be completed (see instructions	
		on page 2j.
Check one box below for the case type type the case type type the case type type type type the case type type type type type type type typ		Decide and by Commission Civil Listerstion
Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal Pulse of Court, rules 3 400 3 403)
Auto (22)	X Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400-3.403)
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)
Damage/Wrongful Death) Tort	Insurance coverage (18)	Mass tort (40)
Asbestos (04)	Other contract (37)	Securities litigation (28)
Product liability (24)	Real Property	Environmental/Toxic tort (30)
Medical malpractice (45)	Eminent domain/Inverse	Insurance coverage claims arising from the
Other PI/PD/WD (23)	condemnation (14)	above listed provisionally complex case
1 -	Wrongful eviction (33)	types (41)
Non-PI/PD/WD (Other) Tort	Other real assessments (20)	
Business tort/unfair business practice (<i>yr</i> , —	Enforcement of Judgment
Civil rights (08)	Unlawful Detainer	Enforcement of judgment (20)
Defamation (13)	Commercial (31)	Miscellaneous Civil Complaint
Fraud (16)	Residential (32)	RICO (27)
Intellectual property (19)	Drugs (38)	Other complaint (not specified above) (42)
Professional negligence (25)	Judicial Review	Miscellaneous Civil Petition
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)
Employment	Petition re: arbitration award (11)	Other petition (not specified above) (43)
Wrongful termination (36)	Writ of mandate (02)	
Other employment (15)	Other judicial review (39)	
2. This case is is is not co	mplex under rule 3.400 of the California Rule	es of Court. If the case is complex, mark the
factors requiring exceptional judicial man		•
 a Large number of separately rep 	resented parties d. Large number	of witnesses
 b. Extensive motion practice raisi 	ng difficult or novel e, 🔲 Coordination w	ith related actions pending in one or more courts
issues that will be time-consum	ing to resolve in other countie	es, states, or countries, or in a federal court
c. Substantial amount of docume		stjudgment judicial supervision
	·	eclaratory or injunctive relief c. x punitive
		pando
4. Number of causes of action (specify):		/ //
5. This case is X is not a	class action suit.	1//
6. Sif there are any known related cases, file	e and serve a notice of related case. (You m	evase form CM-015.)
Date: jUNE 12, 2017	1	//
Bryan J. Freedman, Esq.)	
(TYPE OR PRINT NAME)	(SIG	NATURE OF PARTY OR ATTORNEY FOR PARTY)
gh	NOTICE //	· .
◆Plaintiff must file this cover sheet with the	e first paper filed in the action or proceeding	g (except small claims cases or cases filed
	r Welfare and Institutions Code). (Cal. Rules	of Court, rule 3.220.) Failure to file may result
in sanctions.		. [
File this cover sheet in addition to any c If this case is sempley under rule 3 400.		must popular a constabile access to the constability of the consta
other parties to the action or proceeding	et seq. of the California Rules of Court, you	must serve a copy of this cover sheet on all
Unless this is a collections case under r	ule 3.740 or a complex case, this cover she	et will be used for statistical nurnoses only
Silicos fino lo a conociona case unaci	<u> </u>	Page 1 of 2
Form Adopted for Mandatory Use	MAI CIVIL CASE COVER SHEET	egal Cat. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
Judicial Council of California CNI-010 [Rev. July 1, 2007]	NEAR SOL	LICIOUS Cal. Standards of Judicial Administration, std. 3.10
p	- <u>[</u>	& Plus

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

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Auto Tort
   Auto (22)—Personal Injury/Property
       Damage/Wrongful Death
   Uninsured Motorist (46) (if the
       case involves an uninsured
       motorist claim subject to-
       arbitration, check this item
       instead of Auto)
Other PI/PD/WD (Personal Injury/
Property Damage/Wrongful Death)
Tort
   Asbestos (04)
       Asbestos Property Damage
       Asbestos Personal Injury/
           Wrongful Death
   Product Liability (not asbestos or
       toxic/environmental) (24)
   Medical Malpractice (45)
       Medical Malpractice-
           Physicians & Surgeons
       Other Professional Health Care
           Malpractice
   Other PI/PD/WD (23)
       Premises Liability (e.g., slip
            and fall)
       Intentional Bodily Injury/PD/WD
            (e.g., assault, vandalism)
       Intentional Infliction of
            Emotional Distress
       Negligent Infliction of
            Emotional Distress
       Other PI/PD/WD
Non-PI/PD/WD (Other) Tort
   Business Tort/Unfair Business
```

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD
Non-PI/PD/WD (Other) Tort
Business Tort/Unfair Business
Practice (07)
Civil Rights (e.g., discrimination, cl) false arrest) (not civil minimum (e.g., slander, libet)
(13)
Pradud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice
(not medical or legal)
Other Non-Pi/PD/WD Tort (35)
Employment
Wrongful Termination (36)

Other Employment (15) CM-010 [Rev. July 1, 2007]

CASE TYPES AND EXAMPLES Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach-Plaintiff (not fraud or negligence) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) **Auto Subrogation** Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Other Real Property (not eminent domain, landlord/tenant, or foreclosure) **Unlawful Detainer** Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise. report as Commercial or Residential) Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Matter

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (nondomestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case Miscellaneous Civil Complaint **RICO (27)** Other Complaint (not specified above) (42) **Declaratory Relief Only** Injunctive Relief Only (nonbarassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Ahuse **Election Contest** Petition for Name Change Petition for Relief from Late

Claim

Other Civil Petition

CIVIL CASE COVER SHEET

Writ-Other Limited Court Case

Review of Health Officer Order

Commissioner Appeals

Review

Other Judicial Review (39)

Notice of Appeal-Labor

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SHORT TITLE: STABLER	R V. NEW LINE CINEMA	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

- Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.
- Step 2: In Column B, check the box for the type of action that best describes the nature of the case.
- Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
- 2. Permissive filing in central district.
- 3. Location where cause of action arose.
- 4. Mandatory personal injury filing in North District.
- 5. Location where performance required or defendant resides.
- 6. Location of property or permanently garaged vehicle.

- 7. Location where petitioner resides.
- 8. Location wherein defendant/respondent functions wholly.
- 9. Location where one or more of the parties reside.
- 10. Location of Labor Commissioner Office.
- 11. Mandatory filing location (Hub Cases unlawful detainer, limited non-collection, limited collection, or personal injury).

	A Civil Case Cover Sheet .Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
. Tort	Auto (22)	A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Auto	Uninsured Motorist (46)	A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
erty ort	Asbestos (04)	A6070 Asbestos Property Damage A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Prope	Product Liability (24)	A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
lai Injury/ ongful De	Medical Malpractice (45)	A7210 Medical Malpractice - Physicians & Surgeons A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/ Property	Other Personal Injury Property Damage Wrongful Death (23)	A7250 Premises Liability (e.g., slip and fall) A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) A7270 Intentional Infliction of Emotional Distress A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

LACIV 109 (Rev 2/16) LASC Approved 03-04 CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION

Local Rule 2.3

Page 1 of 4

LA-CV109

SHORT TITLE: STABLER V. NEW LINE CINEMA CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - Sée Step 3 Above
≥±	Business Tort (07)	A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
roper ath To	Civil Rights (08)	A6005 Civil Rights/Discrimination	1, 2, 3
jury/ F ful De	Defamation (13)	A6010 Defamation (slander/iibel)	1, 2, 3
onal In Vrong	Fraud (16)	A6013 Fraud (no contract)	1, 2, 3
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Professional Negligence (25)	A6017 Legal Malpractice A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
ent	Wrongful Termination (36)	A6037 Wrongful Termination	1, 2, 3
Employment	Other Employment (15)	A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	1, 2, 3 10
	Breach of Contract/ Warranty (06) (not insurance)	A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) X A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2) 5
Contract	Collections (09)	A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	A6009 Contractual Fraud A6031 Tortious Interference A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
>	Eminent Domain/Inverse Condemnation (14)	A7300 Eminent Domain/Condemnation Number of parcels	2, 6
roperty	Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2, 6
ූම්ලි Real Prop	Other Real Property (26)	A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
ें इ.र. Jiner	Unlawful Detainer-Commercial (31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
문학중인 후 등 대통영 Unlawful Detainer	Unlawful Detainer-Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Jawfu	Unlawful Detainer- Post-Foreclosure (34)	A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
ລັ	Unlawful Detainer-Drugs (38)	A6022 Unlawful Detainer-Drugs	2, 6, 11

LACIV 109 (Rev 2/16) LASC Approved 03-04 CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION

Local Rule 2.3 Page 2 of 4

SHORT TITLE: STABLER	٧.	NEW	LINE	CINEMA	CASE NUMBER

			
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
	Asset Forfeiture (05)	2, 3, 6	
iew	Petition re Arbitration (11)	A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Judicial Review	Writ of Mandate (02)	A6151 Writ - Administrative Mandamus A6152 Writ - Mandamus on Limited Court Case Matter A6153 Writ - Other Limited Court Case Review	2, 8
•	Other Judicial Review (39)	A6150 Other Writ /Judicial Review	2, 8
5	Antitrust/Trade Regulation (03)	A6003 Antitrust/Trade Regulation	1, 2, 8
itigati	Construction Defect (10)	A6007 Construction Defect	1, 2, 3
Provisionally Complex Litigation	Claims Involving Mass Tort (40)	A6006 Claims Involving Mass Tort	1, 2, 8
y Con	Securities Litigation (28)	A6035 Securities Litigation Case	1, 2, 8
sional	Toxic Tort Environmental (30)	A6036 Toxic Tort/Environmental	1, 2, 3, 8
Provi	Insurance Coverage Claims from Complex Case (41)	A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	A6141 Sister State Judgment A6160 Abstract of Judgment A6107 Confession of Judgment (non-domestic relations) A6140 Administrative Agency Award (not unpaid taxes) A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
G	RICO (27)	A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	A6030 Declaratory Relief Only A6040 Injunctive Relief Only (not domestic/harassment) A6011 Other Commercial Complaint Case (non-tort/non-complex) A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	A6113 Partnership and Corporate Governance Case	2, 8
Z Miscellaneous &	Other Petitions (Not Specified Above) (43)	A6121 Civil Harassment A6123 Workplace Harassment A6124 Elder/Dependent Adult Abuse Case A6190 Election Contest A6110 Petition for Change of Name/Change of Gender A6170 Petition for Relief from Late Claim Law A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

LACIV 109 (Rev 2/16) LASC Approved 03-04 CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION

Local Rule 2.3 Page 3 of 4

SHORT TITLE: STABLER	٧.	NEW	LINE	CINEMA	CASE NUMBER	
				,		•

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filling location, including zip code. (No address required for class action cases).

			ADDRESS:	4000	WARNER	BLVD.	•
REASON:		1					
□1.∑2. □3. □4. □5. □6. □7.	□8.□9	.□10.□11.				•	
			1		,		
спу:	STATE:	ZIP CODE:			_		
BURBANK	CA	91522	}				

Step 5: Certification of Assignment: I certify that this case is properly filed in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392_etseg., and Local Rule 2.3(a)(1)(E)].

Dated: JUNE 12, 2017

GIGNATURE OF ATTORNEY/FILING PARTY) BRYAN J. FREEDMAN, ESQ.

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

- 1. Original Complaint or Petition.
- 2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
- 3. Civil Case Cover Sheet, Judicial Council form CM-010.
- Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
- 5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
- 6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
- Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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LACIV 109 (Rev 2/16)
LASC Approved 03-04

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

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