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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

FEB 03 2012

John A. Clarke, Executive Officer/Clerk  
BY *[Signature]* Deputy  
Regena Buliano

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 KEVIN MESSICK, an individual,

12 Plaintiff,

13 v.

14 DON GRANGER, an individual; GARY  
15 LEVINSOHN, an individual; MUTUAL FILM  
16 COMPANY, LLC a California limited liability  
17 company; and DOES 1 to 100.

18 Defendants.

CASE NO.

BC478276

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) BREACH OF FIDUCIARY DUTY;
- (4) FRAUD;
- (5) PROMISSORY ESTOPPEL; AND
- (6) UNJUST ENRICHMENT

1 Plaintiff Kevin Messick complains and alleges as follows:

2 **SUMMARY OF ACTION**

3 1. Plaintiff Kevin Messick ("Messick") was partners with Defendant Don Granger  
4 ("Granger") and Gary Levinsohn ("Levinsohn") in developing and producing the theatrical  
5 motion picture entitled "*One Shot*" (the "Picture") based on the novel of the same name by  
6 author Lee Child. From the inception of Messick's work developing the Picture, Messick,  
7 Granger and Levinsohn had an oral joint venture agreement to develop the Picture together. The  
8 terms of the oral joint venture agreement included that Messick, Granger, and Levinsohn (or the  
9 entities through which they perform producer services, including Mutual Film) would share  
10 credit and upfront compensation on the Picture equally. Further, Granger and Levinsohn were  
11 considering to what extent Messick would share in the back end compensation and had an  
12 obligation to negotiate that in good faith. This agreement was confirmed in writing and is  
13 referred to herein as the "Joint Venture Agreement." In reliance on the Joint Venture Agreement,  
14 Messick spent countless hours over a period of approximately six years developing the Picture.  
15 After approximately five years, Paramount hired an Academy Award winner to direct the  
16 Picture, which was a good indication to Granger and Levinsohn that they were going to strike  
17 gold. Soon thereafter, Granger and Levinsohn decided to renege on the Joint Venture  
18 Agreement. Nevertheless, Granger and Levinsohn repeatedly falsely represented to Messick that  
19 they still intended to honor the Joint Venture Agreement. Granger and Levinsohn did so with the  
20 clear intention to secure Messick's cooperation with the continued development of the Picture,  
21 which they believed Messick would not provide if they informed him of their true intention to  
22 renege. As a result of the misconduct outlined above, Granger and Levinsohn have excluded  
23 Messick from his rightful share of the compensation that Granger and Levinsohn have earned  
24 and stand to earn as producers of a soon-to-be-released blockbuster motion picture franchise that  
25 stars Tom Cruise.

26 **THE PARTIES**

27 2. Messick is an individual residing in the county of Los Angeles, California.

28 3. Messick is informed and believes and thereon alleges that Granger is an

1 individual residing in the county of Los Angeles County, California.

2 4. Messick is informed and believes and thereon alleges that Levinsohn is an  
3 individual residing in the county of Los Angeles County, California.

4 5. Messick is informed and believes and thereon alleges that Defendant Mutual Film  
5 Company, LLC ("Mutual Film") is a limited liability company organized under the laws of the  
6 State of California, with its principal place of business in the county of Los Angeles, California.  
7 Messick is informed and believes and thereon alleges that, at all relevant times, Mutual Film was  
8 owned by Granger and Levinsohn, and that Granger and Levinsohn use that entity to facilitate  
9 their work producing motion pictures. That is true even though Granger, at some relevant times  
10 herein, was employed by other companies, including Cruise-Wagner Productions and United  
11 Artists.

12 6. Granger, Levinsohn and Mutual Film are referenced herein collectively as  
13 "Defendants."

14 7. The true names and capacities of Defendants named herein as Does 1 through 100  
15 are unknown to Messick, who, therefore, sues these Defendants by such fictitious names.  
16 Messick will amend this complaint to show the true names and capacities of the Doe Defendants  
17 when they have been ascertained. Messick is informed and believes and thereon alleges that  
18 each of the named Defendants and Does 1 through 100, and each of them were responsible in  
19 some manner for the acts and transactions hereinafter alleged and are liable to Messick therefore.

20 8. Messick is informed and believes and thereon alleges that at all times herein  
21 mentioned each of the Defendants was the agent and/or employee of the other, and at all times  
22 herein mentioned was acting within the scope of such agency and/or employment.

### 23 **BACKGROUND FACTS**

24 9. In 2005, Messick, Granger and Levinsohn entered into the Joint Venture  
25 Agreement and began working to develop the novel "*One Shot*" into a motion picture. In June  
26 2005, Messick and Granger arranged for Paramount Pictures to purchase the film rights to "*One*  
27 *Shot*." Thereafter, in connection with the Joint Venture Agreement, Messick devoted extensive  
28 time and effort to develop the Picture, as set forth in more detail in Paragraph 17 below.

1           10.     On June 23, 2005, Daily Variety reported that Paramount Pictures had optioned  
2     *"One Shot"* and that Messick would be one of the producers of the Picture. This was relevant  
3     because it reflected the general knowledge in the entertainment community that Messick would  
4     be one of the producers of the Picture. Further, Granger and Levinsohn never told Messick that  
5     they disagreed with the widespread reports that Messick would be a producer of the Picture. To  
6     the contrary, Granger consistently re-affirmed that Messick would be a producer of the Picture.

7           11.     At the inception of Messick's work developing the Picture, Messick, Granger, and  
8     Levinsohn entered into the Joint Venture Agreement.

9           12.     In or about October 2005, after several months of developing the Picture, Messick  
10    asked Granger to formalize their roles as producers of the Picture with Paramount.

11          13.     On October 24, 2005, Messick sent an email message to Granger requesting that  
12    they formalize their joint venture agreement. On October 25, 2005, Granger responded to  
13    Messick's email message confirming their agreement. Specifically, Granger wrote, in relevant  
14    part: "Gary [Levinsohn] and I did speak. Again, he had no problem with you being a producer  
15    and splitting the cash fee (whatever that may be) equally with the two of us. It's the back end  
16    split that he has a conceptual issue with and I've asked him that we speak by the end of this week  
17    in order to get a specific idea on where he stands."

18          14.     In or about the beginning of November 2005, Messick followed up with Granger  
19    and Levinsohn again regarding formalizing the Joint Venture Agreement. However, Granger  
20    and Levinsohn appeared to be dragging their feet in terms of documenting the Joint Venture  
21    Agreement.

22          15.     On March 15, 2006, Messick finally contacted Jeff Freedman in Business Affairs  
23    at Paramount Pictures regarding formalizing an agreement with Paramount Pictures for him to  
24    produce the Picture. Messick wrote, in relevant part: "Gary Levinsohn and Don [Granger]  
25    spoke about splitting their Mutual [Film] deal with me. They have no problem with me being a  
26    producer and splitting the cash fee equally with the two of them. It's the back end split that they  
27    were undecided about."

28          16.     Later the same day, Messick informed Granger via email that he had discussed the

1 Joint Venture Agreement with Jeff Freedman at Paramount Pictures. During that conversation,  
2 Granger continued to affirm the Joint Venture Agreement.

3 17. Over the next five years, Messick worked to develop the Picture. Messick's work  
4 included, among other things: (a) working with Granger and Paramount Pictures' executives to  
5 arrange for Paramount to renew its option of the film rights to "*One Shot*" as needed; (b)  
6 working with Granger and Paramount Pictures' executives to maintain a relationship with the  
7 author of "*One Shot*," Lee Child; (c) working with Granger and Paramount Pictures' executives  
8 to search for a screenwriter to adapt the book into a screenplay, and ultimately, in 2008,  
9 contacting Academy Award-nominated screenwriter Josh Olson ("*Olson*"), the first screenwriter  
10 that Paramount Pictures hired to adapt the book; (d) working with Granger and Paramount  
11 Pictures' executives to assist in the negotiation of the screenwriter's contract; (e) working with  
12 Granger and Paramount Pictures' executives on drafts of the screenplay including providing  
13 instrumental input on plot elements for the Picture; and (f) throughout 2008 and 2009, working  
14 closely with Granger and executives at Paramount Pictures to develop the Josh Olson adaptation  
15 of the screenplay.

16 18. Voluminous written communications between Messick, Granger, Paramount  
17 Pictures, and others reflect the scope of Mr. Messick's work on, and substantive contribution to  
18 the development of, the Picture.

19 19. Similarly, public reports reflected Messick's involvement. For example, on  
20 September 25, 2008, Daily Variety reported that Paramount Pictures had hired Josh Olson to  
21 adapt "*One Shot*" with Messick listed as a producer with Granger and Levinsohn. As with the  
22 prior press reports, this was relevant because it reflected the general knowledge in the  
23 entertainment community that Messick still was expected to be one of the producers of the  
24 Picture. Further, Granger and Levinsohn never told Messick that they disagreed with the  
25 widespread reports that Messick would be a producer of the Picture. To the contrary, Granger  
26 continued to consistently re-affirm that Messick would be a producer of the Picture.

27 20. In or about 2010, Paramount Pictures decided to hire Chris McQuarrie to write  
28 and direct the Picture. (McQuarrie was the screenwriter of "*Usual Suspects*," the co-screenwriter

1 of *Valkyrie* and *The Tourist* and the director of "*The Way of the Gun*."")

2 21. Beginning in July 2010, Granger and Levinsohn began excluding Messick from  
3 meetings with the screenwriter and the studio and withheld certain drafts of the screenplay for  
4 the Picture, until they finally disclosed a draft on or about July 5, 2011. At various times,  
5 Messick asked Granger whether he and Levinsohn intended to honor the Joint Venture  
6 Agreement, and Granger always said that he and Levinsohn did.

7 22. Even though Granger and Levinsohn were excluding Messick from meeting with  
8 the screenwriter and the studio and withheld certain drafts of the screenplay for the Picture,  
9 Messick continued to perform services as a producer in reliance on Granger's continued  
10 assurances that Defendants would honor the Joint Venture Agreement. For example, Messick  
11 also regularly fielded inquiries regarding positions for production personnel and actors on the set  
12 of the Picture.

13 23. On June 29, 2011, Messick finally wrote an email to Granger stating, in relevant  
14 part: "... I'm getting the message loud and clear that you have no intention of involving me  
15 with the Picture] am I wrong?"

16 24. In July 2011, Paramount Pictures secured Tom Cruise to play the starring role in  
17 the Picture and Paramount Pictures greenlit the Picture.

18 25. On August 13, 2011, after additional back-and-forth over email, Granger  
19 responded, in relevant part, as follows: "I will work to get you credit on the film. Whatever  
20 accommodation of fee we discussed was always predicted on if Gary and I received our deal on  
21 the film and I made that clear. We are not receiving our deal on the film."

22 26. Granger's August 13, 2011 email is false because the Joint Venture Agreement  
23 was not conditioned on Granger and Levinsohn receiving any particular compensation as  
24 producers of the Picture. To the contrary, the Joint Venture Agreement always did and still does  
25 include the terms that Messick, Granger, and Levinsohn would share credit and upfront  
26 compensation on the Picture equally. Further, Granger and Levinsohn were considering to what  
27 extent Messick would share in the back end compensation and had an obligation to negotiate that  
28 in good faith.

1           27.     Granger repeatedly has acknowledged the Joint Venture Agreement, both  
2 explicitly and implicitly, both during the course of Messick's work developing the Picture and  
3 after Granger and Levinsohn informed Messick that they intended to renege on the Joint Venture  
4 Agreement. For example, Granger acknowledged his obligations to Messick in an email  
5 exchange in August and September, 2011, well after Granger stated that he and Levinsohn  
6 planned to exclude Messick from producing the Picture. Granger initiated the email exchange  
7 discussions between Messick and Granger in which Messick demanded that Granger and  
8 Levinsohn honor the Joint Venture Agreement.

9           28.     On August 17, 2011, Granger further acknowledged the Joint Venture Agreement  
10 by writing to Messick, in relevant part, as follows: "Please know I have not forgotten, nor put  
11 aside, our conversations over this past weekend. . . . I do realize that we have business to  
12 eventually address." Granger's email message constituted an acknowledgement that Granger and  
13 Levinsohn did, in fact, have an obligation to honor the Joint Venture Agreement.

14           29.     On September 17, 2011, Messick responded by email, in relevant part, as follows:  
15 "I'm sure you're busy, but it's been a month since I've last heard from you on ONE SHOT.  
16 Thought I would check in to see if you have been able to make progress in addressing the  
17 business we discussed."

18           30.     Later on September 17, 2011, Granger responded to Messick by email, stating, in  
19 relevant part, as follows: "[P]lease know that once the overall situation is known, I/we will  
20 address the business we discussed." Again, Granger obviously was referring to Messick's  
21 demand that Granger and Levinsohn honor the Joint Venture Agreement. Granger's email  
22 message again constituted an acknowledgement that Granger and Levinsohn did, in fact, have an  
23 obligation to honor the Joint Venture Agreement.

24           31.     Messick is informed and believes and thereon alleges that, since October 2011,  
25 Granger and Levinsohn have entered into agreements with Paramount Pictures to produce the  
26 Picture, pursuant to which they have received and will receive substantial compensation (the  
27 "Granger/Levinsohn Producer Agreements"). Further, Messick is informed and believes and  
28 thereon alleges that the Granger/Levinsohn Producer Agreements contain an option for Granger

1 and/or Levinsohn to produce sequels, remakes, or derivative works based on the motion picture  
2 at the same level of compensation earned in the first motion picture. Messick makes this  
3 allegation based on the industry custom and practice that the producers of a blockbuster motion  
4 picture produced by a major motion picture studio generally obtain such options. Therefore, to  
5 the extent Paramount Pictures does produce such sequels, remakes, or derivative works based on  
6 the Picture, which is highly likely, and to the extent that Defendants have the option to produce  
7 such sequels, remakes, or derivative works at the same compensation to which they are entitled  
8 in connection with the Picture, the Joint Venture Agreement entitles Messick to share in the  
9 compensation that Granger and/or Levinsohn earn therefrom. Nevertheless, and even despite the  
10 Granger's email communications in the Fall of 2011, Granger and Levinsohn now refuse to  
11 honor the Joint Venture Agreement.

12 **FIRST CAUSE OF ACTION**  
13 **(Breach of Oral Contract against Granger, Levinsohn, Mutual Film,**  
14 **and Does 1 through 100, Inclusive)**

14 32. Messick realleges, and incorporates herein by reference as if set forth in full,  
15 paragraphs 1 through 31 above.

16 33. As set forth above, in June 2005, Messick, Granger and Levinsohn, on their own  
17 behalf and on behalf of Mutual Film, orally entered into the Joint Venture Agreement. The  
18 parties re-affirmed the Joint Venture Agreement orally and in email messages that referenced the  
19 Joint Venture Agreement many times between June 2005 and September 2011.

20 34. Defendants breached their agreement and have renounced their obligation to  
21 honor its terms.

22 35. If Defendants had honored the Joint Venture Agreement, Messick is informed and  
23 believes and thereon alleges that Paramount Pictures would have hired Messick to be a producer  
24 of the Picture as well as any sequels, remakes, or derivative works based on the Picture. In  
25 connection with each of those roles, Messick would have received credit as a producer and  
26 would have earned one-third of the producer fees, one third of the upfront compensation in  
27 Defendants' producer deal, and a substantial portion of the back end compensation in  
28 Defendants' producer deal. Messick is informed and believes and thereon alleges that the total



1 value of the deal on the Picture and the subsequent sequels, remakes, or derivative works would  
2 have been millions of dollars.

3 36. Alternatively, even if Paramount had not hired Messick to produce the Picture,  
4 Granger, Levinsohn, and Mutual Film had an obligation to honor the Joint Venture Agreement.  
5 In either event, Messick is informed and believes and thereon alleges that, the total value of  
6 Defendants' deal on the Picture and the subsequent sequels, remakes, or derivative works is  
7 millions of dollars. Pursuant to the Joint Venture Agreement, Granger, Levinsohn, and Mutual  
8 Film all are obligated to share in their compensation.

9 37. Thus, as a proximate result of Defendants' breach of their oral contract with  
10 Messick, Messick has suffered damage far in excess of the minimum jurisdiction of this Court  
11 and subject to proof at trial.

12 **SECOND CAUSE OF ACTION**  
13 **(Breach of the Covenant of Good Faith and Fair Dealing**  
14 **against Granger, Levinsohn, Mutual Film, and Does 1 through 100, Inclusive)**

15 38. Messick realleges, and incorporates herein by reference as if set forth in full,  
16 paragraphs 1 through 31 above.

17 39. As set forth above, in June 2005, Messick, Granger and Levinsohn, on their own  
18 behalf and on behalf of Mutual Film, orally entered into the Joint Venture Agreement. The  
19 parties re-affirmed the Joint Venture Agreement orally and in email messages that referenced the  
20 Joint Venture Agreement many times between June 2005 and September 2011.

21 40. The Joint Venture Agreement carried with it an attendant obligation of good faith  
22 and fair dealing by Defendants. That obligation of good faith and fair dealing included, among  
23 other things, an obligation to negotiate in good faith the extent to which Messick would be  
24 entitled to share in any backend compensation that Defendants earned in connection with the  
25 Picture.

26 41. Defendants breached the Joint Venture Agreement and have renounced their  
27 obligation to honor its terms. Among other things, Defendants refuse to share any portion of  
28 their backend compensation on the Picture with Messick. Further, Defendants have not acted in

1 good faith or dealt fairly with Messick in that regard because Defendants have completely  
2 renounced their obligations to him pursuant to the Joint Venture Agreement.

3 42. If Defendants had honored the Joint Venture Agreement and engaged in good  
4 faith and fair dealing with respect to backend compensation, Messick would have been entitled  
5 to a portion of any compensation Defendants earned in connection with the Picture. Further,  
6 Messick is informed and believes and thereon alleges that the total value of Defendants' deal on  
7 the Picture and the subsequent sequels, remakes, or derivative works is worth millions of dollars.  
8 Pursuant to the Joint Venture Agreement and the covenant of good faith and fair dealing  
9 attendant thereto, Granger, Levinsohn, and Mutual Film all are obligated to share in their  
10 compensation.

11 43. Thus, as a proximate result of Defendants' breach of their oral contract with  
12 Messick, Messick has suffered damage far in excess of the minimum jurisdiction of this Court  
13 and subject to proof at trial.

14 **THIRD CAUSE OF ACTION**  
15 **(Breach of Fiduciary Duty against Granger, Levinsohn, Mutual Film**  
**and Does 1 through 100, Inclusive)**

16 44. Messick realleges, and incorporates herein by reference as if set forth in full,  
17 paragraphs 1 through 31 above.

18 45. As set forth above, Messick worked with Defendants for many years to develop  
19 the Picture. During that time, the Messick and Defendants (collectively, the "Parties")  
20 established a relationship of the highest level of trust. Among other things, the Parties entered  
21 into the Joint Venture Agreement. By virtue of the Joint Venture Agreement and by virtue of the  
22 fact that the Parties repeatedly agreed that they would be "partners" in connection with producing  
23 the Picture, Granger, Levinsohn, and Mutual Film assumed a fiduciary relationship with  
24 Messick. Pursuant to the Joint Venture Agreement, the Parties had an understanding that each of  
25 them would have input and control over the way in which they presented the project to develop  
26 the Picture to studios.

27 46. The level of trust that Messick placed in Defendants is reflected by, among other  
28 things, the fact that Messick was willing to work for approximately six years on the development

1 of the Picture without a signed version of the Joint Venture Agreement and without a specific  
2 agreement from Granger, Levinsohn, or Mutual Films regarding the backend compensation that  
3 he would receive.

4 47. In Defendants' capacity as joint venturers and business partners with Messick,  
5 Defendants are and were, at all relevant times, Messick's fiduciaries. As such, Defendants owed  
6 Messick the highest level of fiduciary duties, including duties of candor, honesty, and loyalty.

7 48. Defendants repeatedly reaffirmed the Joint Venture Agreement, even after they  
8 already had decided to renege. Defendants repeatedly misled Messick about their intention to  
9 perform on the Joint Venture Agreement specifically to induce Messick to perform additional  
10 work as a producer of the Picture and to avoid a situation in which Messick disclosed  
11 Defendants' betrayal to third parties involved in making the Picture.

12 49. Defendants then egregiously breached their fiduciary duties to Messick by  
13 diverting the profits of their joint venture and failing to distribute any of the profits to Messick.  
14 This was a breach of fiduciary duty because this diversion of funds directly contradicted the  
15 terms of the Joint Venture Agreement regarding the split of the upfront compensation between  
16 the Parties.

17 50. Messick justifiably reposed in Defendants the highest level of trust and  
18 confidence. Therefore, Messick justifiably believed that Defendants had Messick's best interest  
19 in mind when they requested that Messick perform this additional work as a producer of the  
20 Picture.

21 51. Messick is informed and believes and thereon alleges that Defendants stand to  
22 earn millions of dollars in producer fees, upfront compensation on their deal with Paramount  
23 Pictures, and back end compensation on the deal with Paramount Pictures for the Picture and the  
24 subsequent sequels, remakes, or derivative works.

25 52. Messick is informed and believes and thereon alleges that Defendants conspired  
26 to, and did, intentionally have Messick perform work as a producer on the Picture long after they  
27 had decided to renege on their agreement to provide Messick with his rightful share of credit and  
28 compensation on the Picture.



1 Agreement. Messick is informed and believes and thereon alleges that Defendants knew that the  
2 representations above were false no later than July 2010, yet continued to re-affirm the  
3 representations.

4 59. The representations set forth above were material to Messick's decision to  
5 perform work to develop the Picture. Messick never would have worked for six years,  
6 contributing his time and experience, to develop the Picture without the repeated representation  
7 of Defendants that they would honor the Joint Venture Agreement.

8 60. Messick relied on Defendants' representations listed above by working for six  
9 years to develop the film. Messick's work included, among other things, the specific tasks listed  
10 in Paragraph 17 above. This reliance was justifiable because Defendants were Messick's joint  
11 venturers pursuant to the Joint Venture Agreement and business partners pursuant to the Parties'  
12 conduct and representations to that effect.

13 61. Messick is informed and believes and thereon alleges that Defendants stand to  
14 earn millions of dollars in producer fees, upfront compensation on their deal with Paramount  
15 Pictures, and back end compensation on their deal with Paramount Pictures for the Picture and  
16 the subsequent sequels, remakes, or derivative works.

17 62. As a proximate result of Defendants' fraud, Messick has suffered damage far in  
18 excess of the minimum jurisdiction of this Court and subject to proof at trial, including without  
19 limitation, lost credit that he would have received and lost compensation that he would have  
20 earned as a producer of any subsequent sequels, remakes, or derivative works.

21 63. In doing the things herein alleged, Defendants acted with malice, oppression, and  
22 fraud as those terms are defined by California Civil Code Section 3294. Defendants, and each of  
23 them, accomplished these acts with a conscious disregard for Messick's rights. Therefore,  
24 Messick is entitled to punitive damages in accordance with proof at trial.

25 **FIFTH CAUSE OF ACTION**  
26 **(Promissory Estoppel against Granger, Levinsohn, Mutual Film**  
27 **and Does 1 through 100, Inclusive)**

27 64. Messick realleges, and incorporates herein by reference as if set forth in full,  
28 paragraphs 1 through 31 and 44 through 63 above.



1 derivative works because, among other things, Messick performed a tremendous amount of work  
2 to develop the Picture and Defendants entered into the Joint Venture Agreement, pursuant to  
3 which they promised to share their compensation with Messick.

4 72. Messick is informed and believes and thereon alleges that, as a proximate result of  
5 the Defendants' wrongful and unlawful conduct alleged herein, the Defendants have earned  
6 amounts far in excess of the minimum jurisdiction of this Court and subject to proof at trial, all  
7 of which was earned unjustly and which constitutes unjust enrichment.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Messick prays for judgment against each of the Defendants as follows:

10 On the First Cause of Action (Breach of Oral Contract):

- 11 1. For damages in an amount in excess of the jurisdictional minimum of this Court,  
12 according to proof at trial, including without limitation, lost credit that he would have  
13 received and lost compensation that he would have earned as a producer of any  
14 subsequent sequels, remakes, or derivative works.
- 15 2. For costs of suit.
- 16 3. For prejudgment interest at the maximum rate permitted by law.
- 17 4. For such other and further relief as justice may require.

18 On the Second Cause of Action (Breach of Covenant of Good Faith and Fair Dealing):

- 19 1. For damages in an amount in excess of the jurisdictional minimum of this Court,  
20 according to proof at trial, including without limitation, lost credit that he would have  
21 received and lost compensation that he would have earned as a producer of any  
22 subsequent sequels, remakes, or derivative works.
- 23 2. For costs of suit.
- 24 3. For prejudgment interest at the maximum rate permitted by law.
- 25 4. For such other and further relief as justice may require.

26  
27 On the Third Cause of Action (Breach of Fiduciary Duty):  
28

- 1 1. For damages in an amount in excess of the jurisdictional minimum of this Court,  
2 according to proof at trial, including without limitation, lost credit that he would have  
3 received and lost compensation that he would have earned as a producer of any  
4 subsequent sequels, remakes, or derivative works.
- 5 2. For costs of suit.
- 6 3. For prejudgment interest at the maximum rate permitted by law.
- 7 4. For punitive damages.
- 8 5. For such other and further relief as justice may require.

9 On the Fourth Cause of Action (Fraud):

- 10 1. For damages in an amount in excess of the jurisdictional minimum of this Court,  
11 according to proof at trial, including without limitation, lost credit that he would have  
12 received and lost compensation that he would have earned as a producer of any  
13 subsequent sequels, remakes, or derivative works.
- 14 2. For costs of suit.
- 15 3. For prejudgment interest at the maximum rate permitted by law.
- 16 4. For punitive damages.
- 17 5. For such other and further relief as justice may require.

18 On the Fifth Cause of Action (Promissory Estoppel):

- 19 1. For damages in an amount in excess of the jurisdictional minimum of this Court,  
20 according to proof at trial, including without limitation, lost credit that he would have  
21 received and lost compensation that he would have earned as a producer of any  
22 subsequent sequels, remakes, or derivative works.
- 23 2. For costs of suit.
- 24 3. For prejudgment interest at the maximum rate permitted by law.
- 25 4. For such other and further relief as justice may require.

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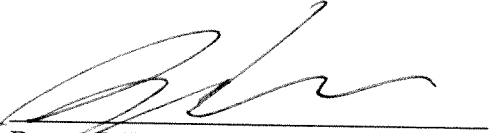
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On the Sixth Cause of Action (Unjust Enrichment):

1. For disgorgement of all amounts that Defendants have earned or will earn in connection with the Picture, in an amount in excess of the jurisdictional minimum of this Court, according to proof at trial, including without limitation, lost credit that he would have received and lost compensation that he would have earned as a producer of any subsequent sequels, remakes, or derivative works.
2. For costs of suit.
3. For prejudgment interest at the maximum rate permitted by law.
4. For such other and further relief as justice may require.

Dated: February 3, 2012

FREEDMAN & TAITELMAN, LLP

By:   
Bryan J. Freedman  
Steven B. Stiglitz  
Attorneys for Plaintiff Kevin Messick

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