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EXHIBIT B

1 FORM NO. 1

2 CONTRACT INTERPRETATION

3 1. Based on the text and extrinsic evidence (*i.e.*, whether based on a plain
4 meaning analysis or as the preferred meaning in light of the extrinsic evidence), the
5 options grant in the 1993 Amendment means:

6 (a) **HFPA's Interpretation:** dcp had the right to exercise options to
7 produce and distribute the Golden Globe Awards show for the years 1998-2005 [and
8 thereafter only if there was a *force majeure* during the 1998-2005 period];

9 (b) **Defendants' Interpretation:** dcp has the right to exercise options to
10 produce and distribute the Golden Globe Awards show for the years 1998-2005 and for the
11 period of any "extensions, renewals, substitutions or modifications" of the dcp-NBC
12 Agreement;

13 (c) The Court cannot decide which is the better interpretation.

14
15 If the Court chooses (a), the Court is finished with this form,
16 proceed to Defendants' affirmative defenses. If the Court
17 chooses (b), the Court is finished with this form, proceed to
18 HFPA's affirmative defenses.

19 If the Court chooses (c) then: (i) if the Court cannot decide
20 which is the better interpretation because of the delay in
21 prosecution of this case and/or the destruction of evidence,
22 proceed to Defendants' laches defense. ***If, and only if, the
Court cannot decide which is the better interpretation
because the competing interpretations are equally plausible
in light of the language of the 1993 Amendment and the
extrinsic evidence, proceed to Question 2.***

23 2. The extensions clause must be interpreted in the sense in which the promisor
24 (HFPA) believed, at the time of making it, that the promisee (dcp) understood it, protecting
25 the objectively reasonable expectations of the promisee (dcp), not the subjective intent of
26 the promisor (HFPA):

27 (a) dcp's expectations were not objectively reasonable;

28 (b) dcp's expectations were objectively reasonable;

1 (c) The Court cannot ascertain dcp's expectations or decide whether they
2 were reasonable.

3 If the Court chooses (a), the Court is finished with this form,
4 proceed to Defendants' affirmative defenses. If the Court
5 chooses (b), the Court is finished with this form, proceed to
6 HFPA's affirmative defenses. If the Court chooses (c), go to
7 Question 3.

8 3. The ambiguity should be construed against the party who caused it, which
9 may or may not be the drafter.

10 (a) dcp caused the ambiguity;

11 (b) HFPA caused the ambiguity;

12 (c) The parties were both responsible for the ambiguity or the Court
13 cannot ascertain which party caused the ambiguity.

14 If the Court chooses (a), the Court is finished with this form,
15 proceed to Defendants' affirmative defenses. If the Court
16 chooses (b), the Court is finished with this form, proceed to
17 HFPA's affirmative defenses. If the Court chooses (c), go to
18 Question 4.

19 4. Which party has the burden of proof?

20 (a) HFPA has the burden of proof;

21 (b) dcp has the burden of proof;

22 If the Court chooses (a), the Court is finished with this form,
23 proceed to HFPA's affirmative defenses. If the Court chooses
24 (b), the Court is finished with this form, proceed to
25 Defendants' affirmative defenses.

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FORM NO. 2

**HFPA'S CLAIM/AFFIRMATIVE DEFENSE OF
LACK OF CONSIDERATION/REVOCATION**

1. Was the 1993 Amendment supported by *any* of the following forms of consideration:

(a) A benefit conferred, or agreed to be conferred, whether absolute or conditional, upon HFPA;

(b) A prejudice suffered, or agreed to be suffered, whether absolute or conditional, by dcp; or

(c) Subsequent or part performance under the 1993 Amendment?;

If YES, Defendants prevail on HFPA's claim/affirmative defense of lack of consideration and the Court is finished with this form. If NO, go to Question 2.

2. Did HFPA revoke dcp's post-2011 options before dcp acted upon them?

If YES, the Court is finished with this form, proceed to Defendants' affirmative defenses. If NO, Defendants prevail on HFPA's claim/affirmative defense of lack of consideration and the Court is finished with this form.

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FORM NO. 3

HFPA’S CLAIM/AFFIRMATIVE DEFENSE OF MISTAKE

1. Is a claim or defense of mistake available to HFPA in light of the Court’s ruling on HFPA’s reformation claim?

If NO, Defendants prevail on HFPA’s claim/affirmative defense of mistake and the Court is finished with this form. If YES, go to Question 2.

2. Did HFPA retain the benefits of the 1993 Amendment after learning of the alleged mistake?

If YES, Defendants prevail on HFPA’s claim/affirmative defense of mistake and the Court is finished with this form. If NO, go to Question 3.

3. Is a mistake regarding the interpretation of a contract actionable as either a mistake of law or a mistake of fact?

If NO, Defendants prevail on HFPA’s claim/affirmative defense of mistake and the Court is finished with this form. If YES, go to Question 4.

4. At the time of contracting, was there a mutual mistake regarding the interpretation of the 1993 Amendment such that HFPA would not have entered into the amendment absent the mutual mistake?

If YES, the Court is finished with this form, proceed to Defendants’ affirmative defenses. If NO, go to Question 5.

5. At the time of contracting, was there a unilateral mistake by HFPA regarding the interpretation of the 1993 Amendment such that HFPA would not have entered into the amendment absent its mistake?

If NO, Defendants prevail on HFPA’s claim/affirmative defense of mistake and the Court is finished with this form. If YES, go to Question 6.

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6. Was HFPA's unilateral mistake caused by its own carelessness?

If YES, Defendants prevail on HFPA's claim/affirmative defense of mistake and the Court is finished with this form. If NO, go to Question 7.

7. Was dcp aware of HFPA's unilateral mistake at the time of contracting and did dcp thereafter fail to rectify it and use it to its own advantage?

If NO, Defendants prevail on HFPA's claim/affirmative defense of mistake and the Court is finished with this form. If YES, the Court is finished with this form, proceed to Defendants' affirmative defenses.

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FORM NO. 4

**HFPA'S CLAIM/AFFIRMATIVE DEFENSE OF
LACK OF AUTHORITY/RATIFICATION**

1. Is a claim or defense of lack of authority available to HFPA in light of the Court's ruling on HFPA's reformation claim?

If NO, Defendants prevail on HFPA's claim/affirmative defense of lack of authority/ratification and the Court is finished with this form. If YES, go to Question 2.

Actual or Implied Authority

2. At the time of contracting, did HFPA's President have actual authority to enter into the 1993 Amendment because HFPA conferred such authority upon her?

If YES, Defendants prevail on HFPA's claim/affirmative defense of lack of authority/ratification and the Court is finished with this form. If NO, go to Question 3.

3. At the time of contracting, did HFPA's President have actual authority to enter into the 1993 Amendment because HFPA, intentionally or through want of ordinary care, caused her to reasonably believe she possessed such authority?

If YES, Defendants prevail on HFPA's claim/affirmative defense of lack of authority/ratification and the Court is finished with this form. If NO, go to Question 4.

Ostensible Authority

4. At the time of contracting, did HFPA's President have ostensible authority to enter into the 1993 Amendment?

If YES, Defendants prevail on HFPA's claim/affirmative defense of lack of authority/ratification and the Court is finished with this form. If NO, go to Question 5.

Ratification

5. Did HFPA ratify the 1993 Amendment by expressly affirming the contract?

If YES, Defendants prevail on HFPA's claim/affirmative defense of lack of authority/ratification and the Court is finished with this form. If NO, go to Question 6.

1 6. Did HFPA ratify the 1993 Amendment by having actual or constructive
2 knowledge of the amendment and thereafter either (i) accepting its benefits; (ii) performing
3 under its terms; or (iii) within a reasonable period of time failing to repudiate it or
4 remaining silent when a reasonable person would have naturally been expected to express
5 disagreement?

6 If YES, Defendants prevail on HFPA's claim/affirmative
7 defense of lack of authority/ratification and the Court is
8 finished with this form. If NO, the Court is finished with this
9 form, proceed to Defendants' affirmative defenses.

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FORM NO. 5

HFPA'S AFFIRMATIVE DEFENSE OF ESTOPPEL

1. Is HFPA's defense of estoppel available to it in light of the Court's ruling on HFPA's reformation claim?

If NO, Defendants prevail on HFPA's defense of estoppel and the Court is finished with this form. If YES, go to Question 2.

2. Did dcp make a material representation of fact by words or conduct that it knew to be false, intending that HFPA should rely on it?

If NO, Defendants prevail on HFPA's defense of estoppel and the Court is finished with this form. If YES, go to Question 3.

3. Was HFPA ignorant of the true state of facts?

If NO, Defendants prevail on HFPA's defense of estoppel and the Court is finished with this form. If YES, go to Question 4.

4. Did HFPA reasonably rely on dcp's representation and suffer injury as a result?

If NO, Defendants prevail on HFPA's defense of estoppel and the Court is finished with this form. If YES, go to Question 5.

5. Was dcp's conduct such that ruling in Defendants' favor would be contrary to equity and good conscience?

If NO, Defendants prevail on HFPA's defense of estoppel and the Court is finished with this form. If YES, the Court is finished with this form, proceed to Defendants' affirmative defenses.

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FORM NO. 6

HFPA'S DEFENSE OF UNCLEAN HANDS

1. IS HFPA's defense of unclean hands available to it in light of the Court's ruling on HFPA's reformation claim?

If NO, Defendants prevail on HFPA's unclean hands defense and the Court is finished with this form. If YES, go to Question 2.

2. Was Defendants' conduct inequitable, did it violate the conscience or other equitable principles, or was it not done in good faith?

If NO, Defendants prevail on HFPA's unclean hands defense and the Court is finished with this form. If YES, go to Question 3.

3. Was Defendants' wrongful conduct in connection with matters in controversy?

If NO, Defendants prevail on HFPA's unclean hands defense and the Court is finished with this form. If YES, go to Question 4.

4. Was HFPA injured by Defendants' wrongful conduct?

If NO, Defendants prevail on HFPA's unclean hands defense and the Court is finished with this form. If YES, go to Question 5.

5. Did HFPA profit from Defendants' wrongful conduct?

If YES, Defendants prevail on HFPA's unclean hands defense and the Court is finished with this form. If NO, the Court is finished with this form, proceed to Defendants' affirmative defenses.

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FORM NO. 7

DEFENDANTS' STATUTE OF LIMITATIONS DEFENSE

1. In connection with the 1993 Amendment, did HFPA suffer a manifest and palpable injury in September 1993, July 2001, January 2006, or at any other time prior to November 17, 2006?

If NO, HFPA prevails on Defendants' statute of limitations defense and the Court is finished with this form. If YES, go to Question 2.

2. Did HFPA know or should HFPA have known of its claim more than 4 years before the lawsuit was filed (*i.e.*, prior to November 17, 2006)?

If NO, HFPA prevails on Defendants' statute of limitations defense and the Court is finished with this form. If YES, go to Question 3.

3. Are Defendants estopped from asserting their statute of limitations defense?

If YES, HFPA prevails on Defendants' statute of limitations defense and the Court is finished with this form. If NO, Defendants prevail on their statute of limitations defense and the Court is finished with this form.

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FORM NO. 8

DEFENDANTS' LACHES DEFENSE

1. Did HFPA unreasonably delay in asserting or pursuing its claim?
If NO, HFPA prevails on Defendants' laches defense and the Court is finished with this form. If YES, go to Question 2.

2. Did Defendants suffer prejudice as a result of HFPA's delay?
If YES, Defendants prevail on their laches defense and the Court is finished with this form. If NO, go to Question 3.

3. Did HFPA acquiesce in the act about which it now complains?
If YES, Defendants prevail on their laches defense and the Court is finished with this form. If NO, HFPA prevails on Defendants' laches defense and the Court is finished with this form.

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FORM NO. 9

DEFENDANTS' WAIVER DEFENSE

1. Did HFPA believe it had a legal challenge to Defendants' interpretation or enforcement of the 1993 Amendment?

If NO, HFPA prevails on Defendants' waiver defense and the Court is finished with this form. If YES, go to Question 2.

2. At any time prior to filing this action, did HFPA intend to relinquish its legal challenge to Defendants' interpretation of enforcement of the 1993 Amendment?

If YES, Defendants prevail on their waiver defense and the Court is finished with this form. If NO, HFPA prevails on Defendants' waiver defense and the Court is finished with this form.

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FORM NO. 10

DEFENDANTS' UNCLEAN HANDS DEFENSE

1. Was HFPA's conduct inequitable, did it violate the conscience or other equitable principles, or was it not done in good faith?

If NO, HFPA prevails on Defendants' unclean hands defense and the Court is finished with this form. If YES, go to Question 2.

2. Was HFPA's wrongful conduct in connection with matters in controversy?

If NO, HFPA prevails on Defendants' unclean hands defense and the Court is finished with this form. If YES, go to Question 3.

3. Were Defendants injured by HFPA's wrongful conduct?

If NO, HFPA prevails on Defendants' unclean hands defense and the Court is finished with this form. If YES, go to Question 4.

4. Did Defendants profit from HFPA's wrongful conduct?

If YES, HFPA prevails on Defendants' unclean hands defense and the Court is finished with this form. If NO, Defendants prevail on their unclean hands defense and the Court is finished with this form.