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8 Hollywood Foreign Press Association

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 HOLLYWOOD FOREIGN PRESS
ASSOCIATION, a California
12 Corporation,

13 Plaintiff,

14 v.

15 RED ZONE CAPITAL PARTNERS
II, L.P., a Delaware Limited
16 Partnership; DICK CLARK
PRODUCTIONS, INC., a Delaware
17 Corporation; RED ZONE CAPITAL
GP, LLC, a Delaware Limited Liability
18 Company; RED ZONE CAPITAL
MANAGEMENT COMPANY, LLC, a
19 Delaware Limited Liability Company;
DOES 1 through 10, inclusive,

20 Defendants.
21

22 DICK CLARK PRODUCTIONS,
INC., a Delaware Corporation,

23 Counter-claimant,
24

25 v.

26 HOLLYWOOD FOREIGN PRESS
ASSOCIATION, a California
Corporation,

27 Counter-defendant.
28

Case No. CV10-8833 AHM (FMOx)

**PLAINTIFF HOLLYWOOD
FOREIGN PRESS ASSOCIATION'S
PROPOSED DECISION TREE**

Complaint filed: November 17, 2010
Counterclaims filed: March 28, 2011

Trial Date: January 24, 2012

Courtroom: 14

Honorable A. Howard Matz

1 On February 10, 2012, the Court ordered the parties to submit decision trees
2 outlining the order in which the Court should address the issues in Phase I of this
3 case. On March 12, 2012, the parties met and conferred by telephone to discuss a
4 potential stipulated decision tree and an exchange of proposals. On March 15, the
5 parties exchanged their respective proposed decision trees; and on March 16, the
6 parties met and conferred, but were unable to reach agreement on a stipulated
7 decision tree. Accordingly, Plaintiff HFPA submits its proposed decision tree,
8 attached hereto as Exhibit 1.

9
10 Dated: March 16, 2012

11 DANIEL M. PETROCELLI
12 LINDA J. SMITH
13 DAVID MARROSO
14 O'MELVENY & MYERS LLP

15 By: /s/ Daniel M. Petrocelli
16 Daniel M. Petrocelli
17 Attorneys for Plaintiff
18 Hollywood Foreign Press Association
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Exhibit 1

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HFPA v. RED ZONE, ET AL.
HFPA'S PROPOSED DECISION TREE
PHASE 1

Phase 1 Issues

Pursuant to Federal Rule of Civil Procedure 42(b), the following issues were bifurcated for discovery and trial and were addressed in Phase 1 of these proceedings:

Interpretation of and declaratory relief or equitable relief (*e.g.*, reformation) as to who has the rights and/or options under the parties 1987 "Golden Globe Awards" Agreement, as amended, to produce and license the television broadcast of the Golden Globe Awards Show after 2011.

(Order, Dkt. No. 38.)

Resolution of Phase 1 Issues

These issues should be addressed in the sequence described below to reflect the fact that resolution of certain issues may moot others. For example, if the Court finds in HFPA's favor on the issue of contract interpretation (Issue 1), the Court may not need to address lack of consideration, revocation, mistake, authority, or ratification.

Issue 1. **Contract Interpretation.**

Does the 1987 Agreement, as revised in 1989 and amended in 1993 ("the 1993 Amendment") grant dcp unilateral, perpetual options to produce the Golden Globe Awards Show beyond 2011 and so long as the Awards Show is broadcast on NBC on whatever terms dcp and NBC may agree without the knowledge or consent of HFPA?

If yes, go to **Issue 2.**

If no, go to **Issue 8.**

Issue 2. Lack of Mutual Understanding / Mutual Mistake.

Was there a lack of mutual assent to the 1993 Amendment or a mutual mistake concerning it insofar as the parties attached materially different meanings to the 1993 Amendment and (1) neither party knew or had reason to know the meaning attached by the other; or (2) each party knew or had reason to know the meaning attached by the other?

If yes, go to **Issue 8.**

If no, go to **Issue 3.**

Issue 3. Unilateral Mistake.

Was there a unilateral mistake with respect to the 1993 Amendment insofar as the parties attached different meanings to the 1993 Amendment and dcp knew or reasonably should have known of HFPA's interpretation but did nothing to correct it?

If yes, go to **Issue 8.**

If no, go to **Issue 4.**

Issue 4. Lack of Authority -- Actual or Ostensible Authority.

Did HFPA's former President Mirjana Van Blaricom have actual authority, or did HFPA cause dcp to reasonably believe and did dcp in fact reasonably believe that President Van Blaricom had authority, to grant dcp unilateral perpetual options to produce the Golden Globe Awards Show beyond 2011 and so long as the show is broadcast on NBC on whatever terms dcp and NBC may agree without the knowledge or consent of HFPA?

If yes, go to **Issue 6.**

If no, go to **Issue 5.**

Issue 5. Defendants' Affirmative Defense to HFPA's Lack of Authority Claim -- Ratification.

To the extent President Van Blaricom acted in excess of her authority in signing the 1993 Amendment, did the HFPA expressly, voluntarily, and knowingly ratify President Van Blaricom's actions and thereby evince its intent and understanding to grant dcp unilateral, perpetual options to produce the Golden Globe Awards Show beyond 2011 and so long as the Awards Show is broadcast on NBC on whatever terms dcp and NBC may agree without the knowledge or consent of HFPA?

If yes, go to **Issue 6.**

If no, go to **Issue 8.**

Issue 6. Lack of Consideration/Revocation.

To the extent the 1993 Amendment or actions by HFPA granted dcp unilateral, perpetual options to produce the Golden Globe Awards Show beyond 2011, were the post-2011 options granted to dcp supported by separate consideration?

If yes, go to **Issue 7.**

If no, then did HFPA revoke any post-2011 options prior to dcp's purported exercise?

If yes, go to **Issue 8.**

If no, go to **Issue 7.**

Issue 7. HFPA's Affirmative Defenses to Defendants' Declaratory Relief Claim -- Unclean Hands and Estoppel.

Is defendants' declaratory relief claim barred by unclean hands and/or estoppel?

If yes, HFPA is entitled to declaratory relief in its favor.

If no, defendants are entitled to declaratory relief in their favor.

Issue 8. Defendants' Affirmative Defenses to HFPA's Declaratory Relief Claim -- Statute of Limitations, Waiver, Unclean Hands, and Laches.

Are defendants estopped or otherwise barred from asserting affirmative defenses based on the statute of limitations, waiver, unclean hands, and/or laches?

If yes, HFPA is entitled to declaratory relief in its favor.

If no, is HFPA's declaratory relief claim barred by statute of limitations, waiver, unclean hands, or laches?

If no, HFPA is entitled to declaratory relief in its favor.

If yes, HFPA is not entitled to declaratory relief in its favor.

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