

*AL-028*

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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUL 3 - 2012

John A. Clark, Executive Officer/Clerk  
BY *M. Flores*, Deputy  
Marv Flores

6 Attorneys for Plaintiff  
Metro-Goldwyn-Mayer Studios Inc.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

**BC 487689**

*D-58*  
*Rolf M. Trew*

11 METRO-GOLDWYN-MAYER STUDIOS  
INC., a Delaware corporation,

Case No.

12 Plaintiff,

**COMPLAINT FOR:**

13 v.

- (1) BREACH OF CONTRACT;
- (2) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;
- (3) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- (4) VIOLATION OF CAL. BUS. & PROF. CODE § 17200
- (5) COMMON LAW UNFAIR COMPETITION

14 JAKE LAMOTTA, an individual; RB II  
15 PRODUCTION LLC, a California limited  
liability company; and DOES 1-10 inclusive,

16 Defendants.

**DEMAND FOR JURY TRIAL**

RECEIVED: 0310  
 PAYMENT: \$395.00  
 DATE PAID: 07/03/12 04:13:07 PM  
 RECEIPT #: CCH478057081  
 CIT/CASE: RC487689 LEA/DEF#:  
 CHECK: 395.00  
 CASH:  
 CHANGE:  
 CARD:

110800

COMPLAINT



1 5. MGM is informed and believes, and based thereon alleges, that at all relevant  
2 times, the defendants sued as Does 1 through 10, inclusive, were the agents or employees of the  
3 other defendants and in doing the things hereinafter alleged were acting within the course and  
4 scope of that agency or employment. Defendant RBII and the Doe defendants are hereafter  
5 referred to collectively as the "RBII Defendants."

6 **BACKGROUND**

7 6. On November 19, 1976, Chartoff-Winkler Productions, Inc. ("Chartoff-Winkler")  
8 entered into a written agreement (the "Agreement") with LaMotta and Peter Savage. Pursuant to  
9 the Agreement, LaMotta and Savage granted to Chartoff-Winkler, exclusively and forever, all  
10 rights of whatsoever kind and nature, including without limitation motion picture rights (including  
11 all sequel rights), in and to the book entitled *Raging Bull*, certain screenplays based on the book,  
12 and all characters, situations, incidents, events, themes, and plots contained therein and all  
13 versions, arrangements, and adaptations thereof (collectively, the "Property").

14 7. The Agreement reserves to LaMotta and Savage a limited right to publish literary  
15 properties using one or more of the characters appearing in the Property, participating in different  
16 events from those found in the Property, the plot of which is substantially different from that of  
17 the Property (each an "Owner-Written Sequel"). However, the Agreement prohibits LaMotta and  
18 Savage from selling, licensing, or otherwise disposing of rights in any Owner-Written Sequel  
19 without first offering those rights to Chartoff-Winkler (the "Right of First Refusal").

20 8. Specifically, the Agreement requires LaMotta and Savage to present Chartoff-  
21 Winkler with an offer setting forth the terms and conditions on which they are willing to sell,  
22 license, or otherwise dispose of rights in any Owner-Written Sequel and to afford Chartoff-  
23 Winkler 15 days within which to accept such offer. Only if Chartoff-Winkler does not accept the  
24 offer during that 15-day period are LaMotta and Savage entitled to dispose of those rights to a  
25 third party, and even then only on terms and conditions no less favorable to LaMotta and Savage  
26 than those they had offered to MGM.

27 9. Chartoff-Winkler produced the motion picture *Raging Bull* based upon the  
28 Property. The Picture, which was distributed by United Artists Corporation ("UA"), was

1 nominated for eight Academy Awards®, including Best Picture, and has been recognized by the  
2 American Film Institute as one of the best films of all time.

3 10. MGM is the successor-in-interest to all of Chartoff-Winkler's rights under the  
4 Agreement, including without limitation the Right of First Refusal in connection with Owner-  
5 Written Sequels.

6 11. In 1986, LaMotta co-authored the Sequel Book, which constitutes an Owner-  
7 Written Sequel under the terms of the Agreement.

8 12. In or about June 2012, MGM learned that LaMotta has authorized the RBII  
9 Defendants to produce a motion picture based on the Sequel Book (the "Sequel Picture") without  
10 first complying with MGM's Right of First Refusal.

11 13. The RBII Defendants have refused to comply with MGM's demands that they  
12 cease and desist from producing the Sequel Picture, and, on information and belief, principal  
13 photography on the Sequel Picture is nearly complete. The RBII Defendants have continued to act  
14 in derogation of MGM's Right of First Refusal despite having knowledge of that right and of  
15 LaMotta's failure to comply therewith.

16 14. Furthermore, LaMotta and the RBII Defendants are publicly associating the Sequel  
17 Picture with the Picture in a manner that is plainly calculated to create confusion in the  
18 marketplace and to trade off the value of the Picture and its associated goodwill, and that will  
19 irreparably tarnish the value of the Picture and MGM's rights therein.

20 **FIRST CLAIM FOR RELIEF**

21 **Breach of Contract**

22 **(Against Defendant LaMotta)**

23 15. MGM realleges and incorporates by reference each of the foregoing paragraphs as  
24 though fully set forth herein.

25 16. At all times relevant to this action, the Agreement was a valid and binding  
26 agreement.

1 17. Except as excused or prevented, MGM has performed all material conditions,  
2 covenants, and promises required to be performed by it in accordance with the terms and  
3 conditions of the Agreement.

4 18. LaMotta has materially breached the Agreement by failing to comply with MGM's  
5 Right of First Refusal in connection with the Sequel Book.

6 19. LaMotta's material breach of the Agreement has caused and will cause MGM to  
7 suffer irreparable harm for which there is no adequate remedy at law. MGM therefore requests  
8 that the Court rescind the agreement(s) by which LaMotta has granted the RBII Defendants rights  
9 in the Sequel Book and enjoin the RBII Defendants from further producing, distributing, marketing,  
10 promotion, advertising, or otherwise exploiting the Sequel Picture.

11 **SECOND CLAIM FOR RELIEF**

12 **Intentional Interference with Contract Relations**

13 **(Against RBII Defendants)**

14 20. MGM realleges and incorporates by reference each of the foregoing paragraphs as  
15 though fully set forth herein.

16 21. At all times relevant to this action, the Agreement was a valid and binding  
17 agreement.

18 22. The RBII Defendants have known of the Agreement.

19 23. The RBII Defendants intended to disrupt the performance of the Agreement.

20 24. The RBII Defendants' actions have prevented performance of the Agreement or  
21 have made performance of the Agreement more expensive or difficult.

22 25. As a direct and proximate result of the RBII Defendants' wrongful conduct, MGM  
23 has suffered damages in an amount to be proven at trial.

24 26. The RBII Defendants engaged in their wrongful conduct with malice, oppression,  
25 and fraud. Accordingly, MGM requests that punitive damages be awarded in an amount sufficient  
26 to punish the RBII Defendants and to deter those who would commit or knowingly seek to profit  
27 from similar actions, now and in the future.

28

1 **THIRD CLAIM FOR RELIEF**

2 **Intentional Interference with Prospective Economic Advantage**

3 **(Against RBII Defendants)**

4 27. MGM realleges and incorporates by reference each of the foregoing paragraphs as  
5 though fully set forth herein.

6 28. MGM and LaMotta were in an economic relationship that likely would have  
7 resulted in an economic benefit to MGM.

8 29. The RBII Defendants knew of that relationship and engaged in wrongful conduct  
9 intended to disrupt that relationship.

10 30. The relations between MGM and LaMotta have been disrupted.

11 31. As a direct and proximate result of the RBII Defendants' wrongful conduct, MGM  
12 has suffered damages in an amount to be proven at trial.

13 32. The RBII Defendants engaged in their wrongful conduct with malice, oppression,  
14 and fraud. Accordingly, MGM requests that punitive damages be awarded in an amount sufficient  
15 to punish the RBII Defendants and to deter those who would commit or knowingly seek to profit  
16 from similar actions, now and in the future.

17 **FOURTH CLAIM FOR RELIEF**

18 **Violation of Bus. & Prof. Code §§ 17200**

19 **(Against All Defendants)**

20 33. MGM realleges and incorporates by reference each of the foregoing paragraphs as  
21 though fully set forth herein.

22 34. Defendants' actions as described herein constitute unlawful, unfair, and fraudulent  
23 business practices proscribed by California Business and Professions Code Sections 17200 *et seq.*

24 35. As a result of Defendants' acts in violation of California Business and Professions  
25 Code Sections 17200 *et seq.*, MGM has suffered and, unless those acts are enjoined by the Court,  
26 will continue to suffer irreparable harm for which it has no adequate remedy at law.

1 **FIFTH CLAIM FOR RELIEF**

2 **Common Law Unfair Competition**

3 **(Against All Defendants)**

4 36. MGM realleges and incorporates by reference each of the foregoing paragraphs as  
5 though fully set forth herein.

6 37. Through the conduct described above, LaMotta and the RBII Defendants are  
7 attempting to pass off the Sequel Picture as a legitimate sequel to the Picture, rather than as a  
8 second-rate appropriation of the Picture's tremendous good will and of MGM's rights, including  
9 sequel rights, therein.

10 38. The resulting marketplace confusion has caused and, unless enjoined, will continue  
11 to cause MGM to suffer irreparable harm for which there is no adequate remedy at law.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, MGM respectfully prays for the following relief:

14 A. For rescission of the agreement(s) by which Defendant LaMotta has granted rights in  
15 the Sequel Book to the RBII Defendants;

16 B. For preliminary and permanent injunctive relief barring the RBII Defendants from  
17 producing, distributing, marketing, promotion, advertising, or otherwise exploiting the Sequel Picture.

18 C. For compensatory damages in an amount to be proven at trial;

19 D. For disgorgement of all amounts by which the RBII Defendants have been unjustly  
20 enriched;

21 E. For punitive and exemplary damages; and

22 F. For such other and further relief as the Court may deem just and proper.

23 Dated: July 3, 2012

KENDALL BRILL & KLIEGER LLP

24  
25 By: 

26 Richard B. Kendall  
27 Attorneys for Plaintiff  
28 Metro-Goldwyn-Mayer Studios Inc.

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**DEMAND FOR JURY TRIAL**

Plaintiff Metro-Goldwyn-Mayer Studios Inc. hereby demands a trial by jury of all issues so triable.

Dated: July 3, 2012

KENDALL BRILL & KLIEGER LLP

By: *Amel*  
Richard B. Kendall  
Attorneys for Plaintiff  
Metro-Goldwyn-Mayer Studios Inc.

DEADLINE.COM



SHORT TITLE: Metro-Goldwyn-Mayer Studios Inc. v. Jake LaMotta, et al.	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 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 3-5  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ol> |
|---|---|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

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CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

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CASE NUMBER

	A Civil Case (Cover Sheet Category No.)	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

03/03/12

SHORT TITLE: Metro-Goldwyn-Mayer Studios Inc. v. Jake LaMotta, et al.	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<p><b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.</p>	<p>ADDRESS:</p>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">CITY:</td> <td style="width: 30%; padding: 2px;">STATE:</td> <td style="width: 40%; padding: 2px;">ZIP CODE:</td> </tr> </table>	CITY:	STATE:	ZIP CODE:	
CITY:	STATE:	ZIP CODE:		

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 3, 2012

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**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.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.
7. 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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Richard B. Kendall (90072); Robert N. Klieger (192962)
Kendall Brill & Klieger LLP
10100 Santa Monica Blvd., Suite 1725, Los Angeles CA 90067
TELEPHONE NO.: (310) 556-2700 FAX NO.: (310) 557-2705
ATTORNEY FOR (Name): Metro-Goldwyn-Mayer Studios Inc.

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 3 - 2012

John A. Clarke, Executive Officer/Clerk
BY [Signature] Deputy
Mary Flores

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME:
Metro-Goldwyn-Mayer Studios Inc. v. Jake LaMotta, et al.

CASE NUMBER: BC 487689

CIVIL CASE COVER SHEET

[X] Unlimited (Amount demanded exceeds \$25,000)
[ ] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment

[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract

[X] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property

[ ] Eminent domain/inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer

[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review

[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint

[ ] RICO (27)
[ ] Other complaint (not specified above) (42)

Miscellaneous Civil Petition

[ ] Partnership and corporate governance (21)
[ ] Other petition (not specified above) (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. [ ] Large number of separately represented parties
b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [ ] Substantial amount of documentary evidence
d. [ ] Large number of witnesses
e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [ ] Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive

4. Number of causes of action (specify): 5

5. This case [ ] is [X] is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 3, 2012
Richard B. Kendall

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or 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 cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CIVIL CASE COVER SHEET

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**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.

## CASE TYPES AND EXAMPLES

## 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/AWD (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/AWD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/AWD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/AWD

## Non-PI/PD/AWD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/AWD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller 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  
Quiet Title  
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  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## 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 (*non-domestic 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 (*non-harassment*)  
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 Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition