

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

-----X  
ALLISON S. HALL,

Plaintiff,

-against-

**VERIFIED  
COMPLAINT**

**Index:** \_\_\_\_\_

AMERICAN BROADCASTING COMPANIES, INC.,

Defendant.  
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Allison S. Hall, also known as Sam Hall, by his attorneys, Schlanger & Schlanger, LLP, by and for his verified complaint, alleges herein:

(1) At all times hereinafter mentioned, Plaintiff (“Hall”) was, and is, a resident of the State of New York.

(2) Upon information and belief, at all times hereafter mentioned, AMERICAN BROADCASTING COMPANIES, INC., (“ABC”) was, and is, a corporation doing business in the State of New York, maintaining offices in New York County. At all times relevant to the claims herein, ABC owned and controlled ABC Entertainment as a wholly owned and controlled division.

(3) On or about November 13, 1984, ABC, through ABC Entertainment, entered into a written agreement with Wildercliff, Ltd., a copy of which is attached hereto as Exhibit 1 (the “Agreement”) for the services of Hall as co-Head writer of the daytime series One Life to Live (the “series”).

(4) As co-Head writer, Hall created and developed the story line and numerous characters in the series. Paragraph 3 of the Agreement memorialized obligations of ABC for payment of certain compensation to Wildercliff, Ltd. and a weekly royalty to Hall, personally, “as long as the ONE LIFE TO LIVE SERIES is broadcast.” Hall’s services under the Agreement

ended in or about 1985, but ABC continued, as required by the Agreement, to pay Hall, individually, the weekly royalties until January 13, 2012, when it ended the exhibition of the series on the ABC television network.

(5) Wildercliff, Ltd has been liquidated and as an incident thereof all of its right, title and interest in and to the Agreement has been assigned to Hall, who at all times was the sole shareholder, officer and director of Wildercliff, Ltd.

(6) Hall is a third party beneficiary of the Agreement with respect to the weekly royalties.

(7) On or about July 7, 2011 ABC authorized Prospect Park Productions to broadcast the Series by internet transmission and other means, which it did as a half-hour series each week from on or about January 22, 2013 until on or about September 1, 2013. ABC also authorized, directly or through Prospect Park Productions, the exhibition of the Series on HULU, iTunes and for ten weeks on the Oprah Winfrey Network cable channel ("OWN").

(8) Each week during which such exhibitions by each authorized entity occurred Hall was entitled to be paid the weekly royalties.

(9) Despite due demand, Hall has not been paid any of the weekly royalties to which he is entitled for the exhibition of the series by Prospect Park Productions, iTunes, HULU and OWN, which total in excess of \$50,000, an amount which is in excess of the jurisdictional limits of all of the lower courts

WHEREFORE, Plaintiff Hall demands judgment against Defendant ABC in an amount to be determined at trial, but not less than \$50,000, together with interest, costs and disbursements and such further relief as this Court deems just and proper.

Dated: January 7, 2013

**SCHLANGER & SCHLANGER, LLP**

By:



Michael Schlanger, Esq.  
Attorneys for Plaintiff  
343 Manville Road  
Pleasantville, NY 10570  
(914) 946-1981

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ATTORNEY VERIFICATION


**MICHAEL SCHLANGER**, an attorney duly admitted to practice in New York State, affirms under penalty of perjury:

That affirmant is the attorney for the plaintiff in the action within; that affirmant has read the foregoing COMPLAINT and knows the contents thereof; that the same is true to affirmant's own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters affirmant believes it to be true.

The reason that this verification is made by affirmant instead of plaintiff is because plaintiff is not presently residing in the county where I maintain my office.

Affirmant further states that the source of affirmant's information and the grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are from investigations made on behalf of said plaintiff and a review of the plaintiff's legal file.

Dated: Pleasantville, New York  
January 7, 2014

  
Michael Schlanger, Esq.