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VIA FAX

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FILED
Superior Court of California
County of Los Angeles

JUN 05 2014

Sherril H. Carter, Executive Officer/Clerk
By: Shauriya Holden Deputy

Attorneys for Plaintiff
10 Things Films, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

10 THINGS FILMS, LLC, a California
limited liability company,

) [Unlimited Jurisdiction]

) Case No.

BC 54774 3

Plaintiff,

) COMPLAINT FOR:

v.

1. BREACH OF WRITTEN AGREEMENT; and
2. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

AS YOU WISH PRODUCTIONS, INC., a
California corporation, and EVAN
RACHEL WOOD, an individual,

Defendants.

Plaintiff, 10 Things Films, LLC ("Plaintiff" or "Producer"), by and through its counsel, hereby files its Complaint against Defendants As You Wish Productions, Inc. ("As You Wish Productions") and Evan Rachel Wood ("Evan Rachel Wood" or "Artist") (collectively "Defendants"), and in support thereof alleges as follows:

NATURE OF ACTION

1. This is an action for monetary damages arising from Defendants' unilateral willful and unjustified material breaches of a written actor services agreement with Plaintiff.
2. After accepting and retaining the agreed-upon compensation of \$300,000.00 perform as the lead in the feature length motion picture provisionally entitled *10 Things I Hate*

CIT/CORSEL: BC547743
 LEAD/DEF#: _____
 RECEIPT #: CCH465980063
 DATE PAID: 06/05/14 12:56 PM
 PAYMENT: \$435.00
 RECEIVED: _____
 \$435.00
 \$0.00
 \$0.00
 \$0.00

06/05/2014

1 *About Life*, Defendant Evan Rachel Wood seemingly changed her mind about desiring to
2 complete the film during principal photography, ultimately refusing without any legal
3 justification to fulfill her contractual obligations and instead opting to walk out on the project,
4 despite being well aware as to the substantial harm inflicted upon not only the Plaintiff and all
5 the investors in the project, but the cast members and all those involved with the production
6 generally.

7
8 **THE PARTIES**

9 3. Plaintiff 10 Things Films, LLC is a limited liability company organized and
10 existing under the laws of the State of California with its principal place of business in Los
11 Angeles County, California.

12 4. Defendant As You Wish Productions is a corporation organized and existing
13 under the laws of the State of California with its principal place of business in Los Angeles
14 County, California.

15 5. Upon information and belief, Defendant Evan Rachel Wood is an individual
16 residing in Los Angeles County, California.

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18 **JURISDICTION AND VENUE**

19 6. The harms and obligations sued upon were incurred and occurred in the County of
20 Los Angeles. This Court is the proper Court for the trial of this action.

21 7. Jurisdiction is premised on the fact that the damages suffered by Plaintiff are in
22 excess of the minimum sum required for jurisdiction in the Superior Court of the State of
23 California.

24 8. Further, this Court has personal jurisdiction over Defendants on the grounds that
25 Defendants conduct and transact substantial business in this State and County and contract to
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1 supply services in this State and County and Defendants have purposefully availed themselves of
2 the jurisdiction of this Court by transacting substantial business in this State.

3 9. Venue and jurisdiction are proper in this county as all or substantially all of the
4 subject transactions have occurred in this State.

5 10. Venue and jurisdiction are also proper in this county as, upon information and
6 belief, Defendants reside in Los Angeles County, California.

7
8 **FACTUAL BACKGROUND**

9 11. Producer is production company established for the singular purpose of producing
10 and distributing a motion picture film currently entitled *10 Things I Hate About Life* (the
11 "Picture").

12 12. Defendant As You Wish Productions, Inc. f/s/o Evan Rachel Wood is a loan out
13 company which contracts to provide the professional services of Defendant Evan Rachel Wood.

14 13. Defendant Evan Rachel Wood is a professional actress who, among other things,
15 has been nominated for two Golden Globes.

16 14. On or around November 26, 2012, the parties entered into a written actor services
17 agreement whereby Defendants, in exchange for, among other consideration, three hundred
18 thousand dollars (\$300,000.00), agreed to, among other things, render all services of Defendant
19 Evan Rachel Wood customarily rendered by actors in first-class feature-length theatrical motion
20 pictures in connection with the Picture (the "Actor Agreement"). A true and correct copy of the
21 parties' Actor Agreement, redacted as appropriate, is attached hereto as Exhibit "A".

22 15. In strict accordance with the Actor Agreement, Producer paid Defendants, among
23 other things, \$300,000.00 prior to the commencement of principal photography, and Defendants
24 readily accepted and retained all such monies.
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1 16. Pursuant to the Actor Agreement, Defendants contractually agreed to the
2 provision of Artist's acting services for approximately seven (7) weeks (including a holiday
3 hiatus), commencing on or around December 17, 2012.

4 17. On or around January 14, 2013, following only approximately four (4) weeks of
5 principal photography, Producer, pursuant to Paragraph 15 of the parties' Actor Agreement and
6 in conformity with its terms and conditions, exercised its unequivocal right to briefly suspend
7 production of the Picture.

8 18. Thereafter, on or around February 8, 2013, in connection with the scheduled
9 recommencement of principal photography, Evan Rachel Wood expressly represented to
10 Producer that, for personal reasons, she was unable and unwilling to continue with principal
11 photography at present time, and would be unable to recommence principal photography until
12 approximately November 2013.

13 19. Thereafter, in close temporal proximity to the impending time period to
14 recommence principal photography, notwithstanding that Defendants had already willingly
15 accepted and retained the total fee of \$300,000.00 from the Producer, and further
16 notwithstanding that Plaintiff, along with all cast and production members, were heavily relying
17 upon Evan Rachel Wood adhering to her contractual obligations and promises and returning to
18 complete filming of the Picture, Defendants revealed that Artist had decided to simply refuse to
19 return to the production to complete her contractually required actor services under the Actor
20 Agreement.

21 20. Instead, in complete derogation and willful disregard of Artist's contractual
22 obligations, when requested to return to complete principal photography in the fourth quarter of
23 2013, Defendants wrongfully claimed that Evan Rachel Wood had already fulfilled the totality of
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1 her contractual service obligations owed to Producer following her provision of only eleven (11)
2 days of principal photography.

3 21. Simply, Defendants telegraphed Artist's desire to materially breach the parties'
4 Actor Agreement and refusal to complete principal photography and her actor and promotional
5 services in connection the Picture generally.
6

7 22. Defendants, at all times, were well-aware as to the severe and substantial adverse
8 consequences and harm to Producer, including all investors in the Picture, and others involved in
9 the production of the Picture, naturally and directly resulting from Defendants' unyielding
10 refusal to render Artists' remaining actor services.

11 23. Despite protracted strenuous efforts by Producer to work with Defendants in good
12 faith to coordinate the completion of the Picture at substantial cost and great ongoing expense to
13 Producer, Defendants have steadfastly failed and/or refused to return to provide the full seven (7)
14 weeks of services as required under the Actor Agreement.
15

16 24. Notably, during such discussions wherein Producer pleaded with Evan Rachel
17 Wood to simply honor her contractual obligations and return to the production, Defendants
18 demanded significant additional sums of money in exchange for Evan Rachel Wood even
19 contemplating returning to complete her initial contractual obligations in accordance with the
20 Actor Agreement.
21

22 25. With no viable alternative, Producer ultimately acquiesced to Defendants'
23 demands for additional payment in "consideration" for Evan Rachel Wood simply completing
24 her services under the Actor Agreement and thereby completing the Picture.

25 26. Nonetheless, notwithstanding Producer's acceding to all of the Defendants'
26 additional demands, on the precipice of recommencement of production, Artist nonetheless once
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1 again definitively refused to return to finish the Picture, simply disclaiming any desire to fulfill
2 her contractual obligations altogether.

3 27. In addition, in direct contravention of the Actor Agreement, Defendants, at all
4 times, have likewise expressly refused to render any amount of services customarily required in
5 connection with the publicity and promotion concerning the Picture.
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7 28. To date, Defendants have patently refused to continue to render Artist's material
8 actor services despite being fully cognizant that the Picture has not yet been completed, and
9 cannot be completed; absent Artist's fulfillment of her contractual service obligations embodied
10 in the Actor Agreement.

11 29. All conditions precedent to the institution of this action have been satisfied,
12 discharged, excused, and/or waived.
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14 **COUNT I**
15 **BREACH OF WRITTEN AGREEMENT**
16 **(As Against all Defendants)**

17 30. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs
18 1 through 29 as if fully set forth herein.

19 31. On or around November 26, 2012, the parties entered into the Actor Agreement
20 whereby, among other things, Defendants contractually agreed to the provision of Artist's first-
21 class acting services for approximately seven (7) weeks.

22 32. In accordance with the Actor Agreement, Producer paid Defendants, among other
23 things, \$300,000.00 prior to the start date for principal photography, and Defendants accepted
24 and retained all such monies.

25 33. Despite Artist's provision of actor services for only approximately eleven (11)
26 days of principal photography, Defendants have patently refused to continue to render Artist's
27 material actor services despite being fully cognizant that the Picture has not yet been completed,
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1 and cannot be completed, absent Artist's fulfillment of her contractual service obligations
2 embodied in the Actor Agreement.

3 34. Defendants have unilaterally and unjustifiably breached their clear and
4 unequivocal contractual obligations owed to Plaintiff under the Actor Agreement.

5 35. Notwithstanding Plaintiff's repeated requests and demands for Defendants to
6 continue to render Artist's material actor services, Defendants remain in material breach of the
7 parties' Actor Agreement, failing and/or refusing to cure their breaches.

8 36. As a direct and proximate result of Defendants' affirmative and willful material
9 breaches of the Actor Agreement, including Defendants' categorical refusal to complete the
10 provision of Artist's material actor services and refusal to perform any publicity services in
11 connection with the promotion of the Picture of any scope or nature, thereby knowingly
12 precluding the completion and distribution of the Picture in its entirety, Plaintiff has suffered
13 significant and extensive damages and financial harm, including, but not limited to, the loss of, at
14 a minimum, \$6,000,000.00 in equity investments, costs and related expenses in the Picture,
15 financing costs and expenses in the amount of, at a minimum, \$500,000.00, lost profits in the
16 amount of, at a minimum, \$20,000,000.00, and additional general and special damages in the
17 amount of \$5,000,000.00.
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21 **COUNT II**
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(As Against all Defendants)

22 37. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs
23 1 through 36 as if fully set forth herein.

24 38. Defendants violated the covenant of good faith fair dealing by acting capriciously
25 and arbitrarily to derogate any reasonable opportunity Plaintiff had to achieve the benefits as
26 expressly set forth in the parties' Actor Agreement.
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1 39. Contrary to Defendants' contractual obligations, representations and promises,
2 Defendants have completely and willfully failed and/or refused to conduct themselves
3 reasonably in any manner with respect to Artist's fulfillment of her contractual service
4 obligations embodied in the Actor Agreement.

5 40. Instead, Defendants have willfully evaded the spirit and intent of the Actor
6 Agreement by consciously engaging in conduct specifically designed to thwart the completion of
7 the Picture, thereby knowingly and purposefully causing substantial harm and damage to
8 Plaintiff, including all members of the production generally.

9 41. Defendants have breached the implied covenant of good faith and fair dealing by
10 and through, among others, the following acts:

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- 12 a. Failing and/or refusing to render all services customarily rendered by
13 actors in first-class feature-length theatrical motion pictures in the motion
14 picture industry;
- 15 b. Failing and/or refusing to comply with Producer's reasonable instructions
16 in connection with Artist's role in the Picture;
- 17 c. Failing and/or refusing to render approximately seven (7) weeks of
18 principal photography actor services;
- 19 d. Failing and/or refusing to be available for customary post-production
20 services, including, without limitation, additional photography, ADR and
21 retakes;
- 22 e. Failing and/or refusing to render a reasonable amount of services
23 customarily required in connection with publicity concerning the Picture,
24 including, but not limited to, allowing Producer to make any press releases
25 regarding the Picture with comments from Artist, conducting any
26 promotional or press interviews regarding the Picture and attending any
27 publicity or marketing events related to the Picture;
- 28 f. Failing and/or refusing to sit for any photo-shoots/video-shoots necessary
to create materials for the Picture;
- g. Violating their representations and warranties that Defendants would not
do or authorize any act which would interfere with or derogate from the

1 full performance of Artist's services or Producer's exercise of the rights
2 granted under the Actor Agreement; and

3 h. Failing and/or refusing to cooperate and work with Plaintiff in good faith
4 in seeking to reschedule principal photography following a brief
5 suspension in production.

6 42. By and through these aforementioned acts and omissions, Defendants have acted
7 capriciously to contravene and frustrate the reasonable expectations of Plaintiff, have evaded the
8 spirit of the Actor Agreement, have willfully and materially breached the Actor Agreement and
9 have further deprived Plaintiff of the benefits of the Actor Agreement, all in direct violation of
10 their obligations of good faith in performance.

11 43. As a direct and proximate result of Defendants' affirmative and willful material
12 breaches of the Actor Agreement, including Defendants' categorical refusal to complete the
13 provision of Artist's material actor services and refusal to perform any publicity services in
14 connection with the promotion of the Picture of any scope or nature, thereby knowingly
15 precluding the completion and distribution of the Picture in its entirety, Plaintiff has suffered
16 significant and extensive damages and financial harm, including, but not limited to, the loss of, at
17 a minimum, \$6,000,000.00 in equity investments, costs and related expenses in the Picture,
18 financing costs and expenses in the amount of, at a minimum, \$500,000.00, lost profits in the
19 amount of, at a minimum, \$20,000,000.00 and additional general and special damages in the
20 amount of \$5,000,000.00.
21

22 **REQUEST FOR RELIEF**

23 **WHEREFORE**, Plaintiff 10 Things Films, LLC respectfully requests that this Court
24 enter a final judgment in its favor and as against Defendants As You Wish Productions, Inc. and
25 Evan Rachel Wood and prays for relief as follows:
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1 On All Causes of Action:

- 2 (a) For not less than \$30,000,000.00;
- 3 (b) For actual, general, special, economic, and compensatory damages according to
- 4 proof at trial;
- 5 (c) For pre-judgment interest on all damages, at the legal rate;
- 6 (d) For attorneys' fees;
- 7 (e) For litigation expenses and costs of suit; *and*
- 8 (f) For such other relief as the Court deems just and proper.

9 **DEMAND FOR TRIAL BY JURY**

10 Plaintiff demands a trial by jury on all issues in this action.

11 Dated: June 4, 2014

Respectfully submitted,

12 SINGH, SINGH & TRAUBEN, LLP
13 MICHAEL A. TRAUBEN

14
15 By: 

16 Michael A. Trauben

17 *Attorneys for Plaintiff*
18 10 Things Films, LLC

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