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1 BRYAN J. FREEDMAN, Esq. (SBN 151990)
2 JORDAN SUSMAN, Esq. (SBN 246116)
3 FREEDMAN + TAITELMAN, LLP
4 1901 Avenue of the Stars, Suite 500
5 Los Angeles, CA 90067
6 (310) 201-0005
7 (310) 201-0045
8 E-mail: bfreedman@ftllp.com
9 jsusman@ftllp.com

FILED
Superior Court of California
County of Los Angeles

JUL 03 2014

Sherri R. Carter, Executive Officer/Clerk
By *Myrna Beltran* Deputy
Myrna Beltran

10 Attorneys for Plaintiff Bender-Spink, Inc.

D-28 VETTE M PALAZUELOS

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

11 BENDER-SPINK, INC., a California
12 corporation,
13
14 Plaintiff,
15 vs.
16 FILMENGINE ENTERTAINMENT, LLC., a
17 Delaware limited liability company,
18 ROULETTE ENTERTAINMENT, LLC, a
19 Delaware limited liability company,
20 HIGHWIRE FILMS, LLC, a California limited
21 liability company, ANTHONY RHULEN, an
22 individual, and DOES 1 through 10, inclusive,
23
24 Defendants.

Case No.: **BC550678**

COMPLAINT FOR:

- 1. BREACH OF WRITTEN CONTRACT
- 2. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
- 3. FRAUD
- 4. ACCOUNTING

JURY TRIAL DEMANDED

07 / 03 / 2014

CIT/CORSE: BC550678
LEA/DEF#:
RECEIPT #: CCH280197082
DATE PAID: 07/03/14 04:05 PM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

1 Plaintiff Bender-Spink, Inc. ("Plaintiff" or "Benderspink") complains against defendants
2 FilmEngine Entertainment, LLC ("FilmEngine"), Roulette Entertainment, LLC ("Roulette"),
3 Highwire Films, LLC ("Highwire"), Anthony Rhulen ("Rhulen") and DOES 1-10 (FilmEngine,
4 Roulette, Highwire, Rhulen, and Does 1-10 are referred to collectively herein as "Defendants"), as
5 follows:

6 **PRELIMINARY ALLEGATIONS**

7 1. Plaintiff Benderspink is, and at all times herein mentioned was, a California
8 corporation with its principal place of business in Los Angeles County.

9 2. Upon information and belief, Plaintiff alleges that defendant FilmEngine is a
10 Delaware limited liability company authorized to do business in the State of California, with its
11 principal place of business in Los Angeles County.

12 3. Upon information and belief, Plaintiff alleges that defendant Roulette is a
13 Delaware limited liability company authorized to do business in the State of California, with its
14 principal place of business in Los Angeles County.

15 4. Upon information and belief, Plaintiff alleges that defendant Highwire is a
16 suspended California limited liability company, with its principal place of business in Los
17 Angeles County.

18 5. Upon information and belief, Plaintiff alleges that defendant Rhulen is an
19 individual who resides in Los Angeles County, California.

20 6. The true names and capacities, whether individual, corporate, associate or
21 otherwise of the defendants named herein as Does 1 through 10, inclusive, are unknown to
22 Plaintiff which therefore sues said defendants by such fictitious names. Plaintiff will seek leave
23 of this Court to amend this Complaint to allege the true names and capacities of such defendants
24 when the same have been ascertained.

25 7. Upon information and belief, Plaintiff alleges that Defendants at all times relative
26 to this action, were the agents, servants, partners, joint venturers and employees of each of the
27 other Defendants and, in doing the acts alleged herein, were acting with the knowledge and
28 consent of each of the other Defendants in this action.

1 8. Venue is proper in Los Angeles County in that the obligations that are the subject
2 of this action were to be performed in Los Angeles County. As such, this Court is the proper
3 Court for trial of this action.

4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 9. Benderspink is a highly successful film production company established more
6 than ten years ago by Chris Bender and JC Spink. Since its establishment, Benderspink has
7 produced more than two dozen films, which have grossed more than half a billion dollars
8 worldwide.

9 10. Defendants FilmEngine, Roulette, Highwire are interrelated film production
10 companies. Upon information and belief, Plaintiff alleges that defendant Rhulen is, and at all
11 relevant times was, the president and/or CEO of FilmEngine, Roulette, and Highwire.

12 11. In or about 2003, Benderspink and FilmEngine produced the motion picture *The*
13 *Butterfly Effect* (the "Picture") starring Ashton Kutcher.

14 12. In or about November 2003, Benderspink entered into a written memorandum of
15 understanding (the "MOU") with Defendants concerning the Picture. According to the MOU,
16 Roulette was then doing business as FilmEngine, and Highwire was a wholly owned subsidiary
17 of FilmEngine.

18 13. Per the MOU, Defendants agreed to pay Benderspink fifty percent (50%) of all
19 "Net Profits [defined in the MOU] derived from the exploitation of the Picture and all ancillary,
20 subsidiary and derivative rights therein on a worldwide basis."

21 14. For years, Defendants repeatedly assured Benderspink that the Picture was still in
22 the red, and therefore no payment was due or owing to Benderspink under the MOU.

23 15. In or about 2012, Benderspink learned from a third party that Defendants had
24 completed an audit of the Picture's distributor and received a substantial payment from the
25 domestic distributor (the "Audit Settlement Payment") that put the Picture in the black.

26 16. After learning of the Audit Settlement Payment, Benderspink contacted
27 Defendants and requested a profit participation report and payment of all monies owed to it. For
28 more than one year, Defendants stonewalled Benderspink's numerous requests for a participation

1 report.

2 17. Finally, in or about January 2014, FilmEngine provided Benderspink its first
3 participation statement (the "Participation Statement") for the Picture. The Participation
4 Statement consisted of a one-page top sheet that indicated the Picture was not profitable. The
5 Participation Statement contained absolutely no backup material or supporting documents that
6 explained how the Picture could still be in the red.

7 18. Prior to finding out about Audit Settlement Payment and receiving the
8 Participation Statement, Benderspink had no way of knowing, nor any reason to believe, that the
9 Picture had generated a profit. The misrepresentations and conduct of Defendants prevented
10 Benderspink from discovering the truth of the Picture's financial state.

11 19. Benderspink requested that Defendants provide it the books and records necessary
12 to perform an accounting. These requests have been ignored by Defendants.

13 **FIRST CAUSE OF ACTION**

14 **(For Breach of Written Contract against FilmEngine, Roulette, and Does 1-10)**

15 20. Plaintiff realleges and incorporates herein by reference as if set forth in full the
16 foregoing paragraphs.

17 21. The MOU is a valid and enforceable contract between Plaintiff, on the one hand,
18 and FilmEngine and Roulette, on the other hand. As alleged herein, the MOU requires
19 FilmEngine and Roulette to pay Benderspink fifty percent (50%) of all net profits received from
20 the exploitation of the Picture.

21 22. Plaintiff is informed and believes, and thereon alleges, that the Picture has made
22 substantial net profits.

23 23. FilmEngine and Roulette have breached the MOU by failing to pay Benderspink
24 its share of the Picture's net profits.

25 24. Plaintiff has fully performed all duties, obligations, covenants and conditions
26 required pursuant to the MOU, except to the extent such performance was waived, excused or
27 prevented by reason of the acts and omissions of Defendants.

28 25. As a direct and proximate result of FilmEngine and Roulette's breach of the

07 / 03 / 2014

1 MOU, Benderspink has suffered damages in an amount subject to proof at trial, but that is no
2 less than an amount in excess of the jurisdictional minimum of this Court.

3 **SECOND CAUSE OF ACTION**

4 **(Breach of the Covenant of Good Faith and Fair Dealing against FilmEngine, Roulette, and**
5 **Does 1-10)**

6 26. Plaintiff realleges and incorporates herein by reference as if set forth in full the
7 foregoing paragraphs.

8 27. Implied in every agreement is a covenant of good faith and fair dealing. The
9 implied covenant of good faith and fair dealing is designed to guaranty that neither party to an
10 agreement will take, or omit to take, any action that will frustrate the purpose of the agreement or
11 deprive the other party of the benefits of the agreement.

12 28. One purpose of the MOU was to provide Benderspink with one half of the net
13 profits from the Picture. There was no express provision in the MOU which obligated
14 FilmEngine and Roulette to provide a truthful and correct accounting of the Picture's revenues
15 and expenses. Such an obligation is implied in the MOU pursuant to the covenant of good faith
16 and fair dealing because the failure to provide an honest accounting interferes with
17 Benderspink's full enjoyment of its contractual right to share in the Picture's net profits.

18 29. FilmEngine and Roulette breached the covenant of good faith and fair dealing
19 implied in the MOU by, among other things, intentionally providing a false accounting of the
20 Picture's costs and revenues that made it appear that no net profits are due and owing to
21 Benderspink.

22 30. As a foreseeable consequence of the breach of the implied covenant of good faith
23 and fair dealing by FilmEngine and Roulette, Plaintiff has suffered, and will continue to suffer,
24 damages in an amount subject to proof at trial, but that is no less than an amount in excess of the
25 jurisdictional minimum of this Court.

26 **THIRD CAUSE OF ACTION**

27 **(For Fraud against All Defendants)**

28 31. Plaintiff realleges and incorporates herein by reference as if set forth in full the

1 foregoing paragraphs.

2 32. Prior to entering into the MOU, in or about November 2003, Anthony Rhulen
3 made material misrepresentations by concealing certain facts from Chris Bender and JC Spink,
4 including (1) that Defendants did not intend to honor the MOU, (2) that Defendants would not
5 provide a proper accounting to Benderspink, and (3) that Defendants would manipulate their
6 accounting of the Picture to make it appear that no net profits had accrued, when in fact, such
7 monies were due and owing to Benderspink.

8 33. Until Benderspink received the Participation Statement earlier this year, it did not
9 know of these concealed facts.

10 34. Plaintiff is informed and believes, and thereon alleges that at the time Rhulen
11 concealed the foregoing facts from Plaintiff, he intended to deceive Benderspink.

12 35. Benderspink justifiably relied on Rhulen's assurances and, in doing so, changed
13 its position to its detriment by producing the Picture with Defendants and agreeing to split the
14 Picture's net profits with FilmEngine.

15 36. As a direct and proximate result of the aforementioned misrepresentations,
16 concealments and/or failures to disclose, Benderspink has been damaged in an amount in excess
17 of the jurisdictional minimum of this Court.

18 37. The conduct of Defendants, and each of them, was wanton, willful, deliberate,
19 and in conscience disregard of the rights of Benderspink, and/or undertaken with the intent to
20 cause Benderspink injury, and constitutes fraud and malice, express and implied. Benderspink is
21 entitled to an award of damages by way of punishment and example against Defendants in an
22 amount as the trier of fact deems just and proper.

23 **FOURTH CAUSE OF ACTION**

24 **(Accounting against all Defendants)**

25 38. Plaintiff realleges and incorporates herein by reference as if set forth in full the
26 foregoing paragraphs.

27 39. As alleged hereinabove, Defendants wrongfully excluded Benderspink from the
28 benefits of the MOU.

1 40. Plaintiff is informed and believes, and based thereon alleges that Defendants have
2 derived and received income, profit, and other benefits from the aforesaid wrongful conduct.

3 41. As alleged hereinabove, Defendants have failed and refused to provide
4 Benderspink an accounting for the Picture.

5 42. By virtue of Defendants' wrongful conduct, Benderspink is entitled to a full and
6 accurate accounting of the Picture's finances. Benderspink is further entitled to a full and
7 accurate accounting of the profits owed to Benderspink, including but not limited to, all books
8 and records necessary for Benderspink to calculate the amount of profits owed to it on the
9 Picture.

10 43. As a result of Defendants' malfeasance, it is impractical to ascertain a fixed sum
11 which is currently owed to Benderspink.

12 44. Accordingly, the full amount owed and becoming due to Benderspink can only be
13 determined pursuant to a full and accurate accounting of the Picture, and the amount of profits
14 owed to Benderspink. When Benderspink has ascertained the full amount of its damages, it will
15 amend the Complaint accordingly.

16
17 WHEREFORE, the Benderspink prays for judgment in its favor against the Defendants,
18 and each of them, as follows:

19 **ON THE FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT**

- 20 1. For compensatory damages according to proof;
21 2. For pre-judgment interest at the maximum rate permitted by law;
22 3. For the costs of suit incurred herein; and
23 4. For such other and further relief as this Court may deem just and proper.

24 **ON THE SECOND CAUSE OF ACTION FOR BREACH OF THE COVENANT OF**

25 **GOOD FAITH AND FAIR DEALING**

- 26 1. For compensatory damages according to proof;
27 2. For pre-judgment interest at the maximum rate permitted by law;
28 3. For the costs of suit incurred herein; and

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4. For such other and further relief as this Court may deem just and proper.

ON THE THIRD CAUSE OF ACTION FOR FRAUD

1. For compensatory damages according to proof;
2. For pre-judgment interest at the maximum rate permitted by law;
3. For the costs of suit incurred herein;
4. For punitive damages against Defendants in an amount that the trier of fact deems just and proper; and
5. For such other and further relief as this Court may deem just and proper.

ON THE FOURTH CAUSE OF ACTION FOR AN ACCOUNTING

1. For compensatory damages according to proof;
2. For an accounting.

Dated: July 3, 2014

FREEDMAN + TAITELMAN, LLP

By 

Bryan J. Freedman
Jordan Susman
Attorneys for Plaintiff Bender-Spink, Inc.

07/03/2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): Bryan J. Freedman, Esq. (SBN: 151990) Jordan Susman, Esq. (SBN: 246116) FREEDMAN + TAITELMAN, LLP 1901 Avenue of the Stars, Suite 500 Los Angeles, CA 90067-6007 TELEPHONE NO.: (310) 201-0005 FAX NO.: (310) 201-0045 ATTORNEY FOR (Name): Plaintiff Bender-Spink, Inc.		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUL 03 2014 Sherri R. Carter, Executive Officer/Clerk By <i>Myrna Beltran</i> Deputy Myrna Beltran
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles 90012-3014 BRANCH NAME: Central District		CASE NUMBER: BC550678 JUDGE: DEPT:
CASE NAME: Bender-Spink v. Filmengine		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is 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. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **Four (4)**
 5. This case is 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, 2014
 Bryan J. Freedman, Esq.

B
 (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.

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

Non-PI/PD/WD (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/WD 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

SHORT TITLE: Bender-Spink v. Filmengine

CASE NUMBER

BC 550678

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? [X] YES CLASS ACTION? [] YES LIMITED CASE? [] YES TIME ESTIMATED FOR TRIAL [] HOURS/[4] 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)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

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

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury/Property Damage/Wrongful Death (23).

SHORT TITLE: Bender-Spink v. Filmengine

CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	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 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	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	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.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	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- 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.

Employment

Contract

Real Property

Unlawful Detainer

4 1 0 2 / 3 0 / 2 0

Judicial Review
 Provisionally Complex Litigation
 Enforcement of Judgment
 Miscellaneous Civil Complaints
 Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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 (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
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 <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <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. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Bender-Spink v. Filmengine

CASE NUMBER

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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

ADDRESS: 8447 Wilshire Blvd.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

CITY:

STATE:

ZIP CODE:

Beverly Hills

CA

90211

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 Los Angeles Superior 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, 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

Bryan J. Freedman

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.

07/03/2014