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FILED
Superior Court of California
County of Los Angeles

JUL 15 2015

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By *[Signature]* Deputy
Shaunya Bolden

Attorneys for Plaintiffs GARY PROPPER,
KIM DAWSON, TODD W. LANGEN, ANNA COTTLE,
STEVE BARRON and BOBBY HERBECK

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

GARY PROPPER, an individual,
KIM DAWSON, an individual,
TODD W. LANGEN, an individual,
ANNA COTTLE, an individual,
STEVE BARRON, an individual, and
BOBBY HERBECK, an individual,

Plaintiffs,

vs.

FORTUNE STAR MEDIA LIMITED, a Limited
Partnership, and
DOES 1-50, inclusive,

Defendants.

Case No. **BC 588 193**

COMPLAINT FOR DAMAGES FOR:

1. BREACH OF WRITTEN CONTRACT
2. BREACH OF WRITTEN CONTRACT
3. BREACH OF WRITTEN CONTRACT
4. BREACH OF WRITTEN CONTRACT
5. BREACH OF WRITTEN CONTRACT
6. BREACH OF FIDUCIARY DUTY
7. IMPOSITION OF A CONSTRUCTIVE TRUST
8. CONVERSION

24 Robert Hood

Deadline.com

07/15/2015

CIT/Case: BC588193
 LEA/DEF#: _____
 RECEIPT #: 004465980117
 DATE PAID: 07/15/15 04:05 PM
 PAYMENT: \$435.00 310
 RECEIVED:
 CHECK: \$435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

1 Plaintiffs for their Complaint against Defendants allege as follows:

2 **GENERAL ALLEGATIONS**

3 1. Plaintiff GARY PROPPER ("PROPPER") is an individual who acts as a producer in the
4 Motion Picture industry and at all relevant times was doing business in Los Angeles County,
5 California.

6 2. Plaintiff KIM DAWSON ("DAWSON") is an individual who acts as a producer in the Motion
7 Picture industry and at all relevant times was doing business in Los Angeles County, California.

8 3. Plaintiff ANNA COTTLE ("COTTLE") is an individual residing in Los Angeles County,
9 California, and an heir to the Estate of Graham Cottle. Graham Cottle was a producer in the Motion
10 Picture industry.

11 4. Plaintiff TODD W. LANGEN ("LANGEN") is an individual residing in Los Angeles County,
12 California and is a writer in the Motion Picture industry.

13 5. Plaintiff BOBBY HERBECK ("HERBECK") is an individual residing in Los Angeles County,
14 California and is a writer in the Motion Picture industry.

15 6. Plaintiff STEVE BARRON ("BARRON") is an individual who is a director in the Motion
16 Picture industry and at all relevant times was doing business in Los Angeles County, California.

17 7. The Plaintiffs referenced in paragraphs 1, 2, 4, 5 and 6 herein, along with Graham Cottle
18 referenced in paragraph 3 herein, were all credited and provided work and services for one or more
19 feature length motion pictures featuring "The Teenage Mutant Ninja Turtles" produced and released in
20 1990, 1991 and 1993, respectively (collectively, the "Pictures."). The Plaintiffs referenced in
21 paragraphs 1-6 are referred to collectively throughout, as "PLAINTIFFS".

22 8. PLAINTIFFS are informed and believe, and based thereon allege, that Defendant FORTUNE
23 STAR MEDIA LIMITED ("FORTUNE STAR") is a limited partnership originally organized under
24 the laws of Hong Kong and that at all relevant times FORTUNE STAR has been doing business in Los
25 Angeles County, California. PLAINTIFFS are further informed and believe, and based thereon allege,
26 that FORTUNE STAR is the successor-in-interest to all of the rights and obligations of Singel Films,
27 B.V. ("Singel") in the subject matter of the litigation and that FORTUNE STAR thereby expressly
28 assumed and took assignment of all liabilities of Singel to PLAINTIFFS. PLAINTIFFS are further

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1 informed and believe, and based thereon allege, that Singel is the successor-in-interest to all of the
2 rights and obligations of Golden Harvest Films, Inc. ("Golden Harvest") and G.T. Productions, Inc.
3 ("GT") in the subject matter of this litigation and that Singel expressly assumed all liabilities of
4 Golden Harvest and GT to PLAINTIFFS. PLAINTIFFS are further informed and believe, and based
5 thereon allege, that FORTUNE STAR has expressly assumed and taken assignment from Singel,
6 Golden Harvest and GT, and is obligated to perform all of the contractual duties due to PLAINTIFFS,
7 including but not limited to accounting for and payment of net profits, under certain agreements
8 described herein, which duties are to be performed within the State of California, County of Los
9 Angeles, and that FORTUNE STAR is directly liable Plaintiffs.

10 9. The true names and capacities of DEFENDANTS, sued herein as DOES 1 through 50,
11 inclusive, whether individual, corporate, or otherwise, are unknown at this time to Plaintiffs, who
12 therefore sue such DEFENDANTS by such fictitious names. PLAINTIFFS will seek leave of the
13 Court to amend this Complaint to state their true names and capacities when the same have been
14 ascertained. PLAINTIFFS are informed and believe, and on that basis allege, that each
15 DEFENDANTS named herein as a DOE is responsible in some manner for each and every act and any
16 and all conduct set forth in this Complaint.

17 10. As used herein, the term "DEFENDANTS" shall mean and include, FORTUNE STAR and
18 each and every DOE defendant.

19 11. PLAINTIFFS are informed and believe, and based thereon allege, that at all times mentioned
20 herein, each of the DEFENDANTS was the agent, employee and/or partner of each of the remaining
21 DEFENDANTS, and was acting within the scope and authority of such agency, employment and
22 partnership and with the knowledge, consent, approval and ratification of the remaining
23 DEFENDANTS, and each of them.

24 12. PLAINTIFFS are informed and believe, and based thereon allege, that at all times mentioned
25 herein each of the DEFENDANTS, was a principal, officer, director, agent, representative, alter ego,
26 employee and/or co-conspirator of each of the other DEFENDANTS and in such capacity participated
27 in the acts and/or conduct alleged herein and incurred the liabilities and obligations set forth in this
28 Complaint.

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1 13. PLAINTIFFS are informed and believe, and based thereon allege, that each of these
2 DEFENDANTS in some manner, whether intentionally or negligently, or by commission or by
3 omission, or otherwise, has or have caused and/or contributed to the acts and/or omissions complained
4 of in this pleading, and these DEFENDANTS and each of them, are equitably, legally, or otherwise
5 responsible for the irreparable harm and/or damages sustained by PLAINTIFFS as alleged in this
6 pleading.

7 14. PLAINTIFFS are informed and believe, and based thereon allege, that, at all relevant times,
8 FORTUNE STAR and each of the fictitiously named DEFENDANTS in this action was and now is
9 the agent, servant, employee, partner, representative, guarantor, and/or alter ego of the remaining
10 DEFENDANTS, and each of them, and in doing the things alleged in this pleading, were acting within
11 the scope of his, her or its authority as an agent, servant, principal, employee, partner, representative,
12 guarantor, or alter ego, and with the permission, consent and ratification of the remaining
13 DEFENDANTS, and each of them.

14 15. PLAINTIFFS are informed and believe, and based thereon allege, that each of the
15 DEFENDANTS ratified, approved, and accepted the benefits of the acts of each of the remaining
16 DEFENDANTS alleged in this pleading, with knowledge of the nature and consequences of such acts.

17 16. PLAINTIFFS are informed and believe, and based thereon allege, that in committing the acts
18 and in making the omissions alleged herein, and in following the course of conduct alleged herein,
19 each of the DEFENDANTS aided, abetted, joined, conspired and acted in concert with each of the
20 other DEFENDANTS, and all of them. As a result, each and every DEFENDANT is therefore jointly
21 and severally liable, with each and every other DEFENDANT, and all of them, for all damages and
22 equitable or other relief PLAINTIFFS seek to recover in this action.

23 17. Pursuant to California Code of Civil Procedure § 395(a), venue is proper because this action
24 involves breaches of contracts that were entered into and were to be performed in Los Angeles
25 County, California, and/or because disputes arising under the contracts are to be resolved in the state
26 courts of California situated in Los Angeles County, California.

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GENERAL FACTUAL ALLEGATIONS

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2 18. PLAINTIFFS, and each of them, entered into (or are otherwise the beneficiaries of) written
3 contracts described herein pursuant to which DEFENDANTS were obligated to account to
4 PLAINTIFFS for participations in the net profits derived from worldwide revenues of the Pictures and
5 to pay to PLAINTIFFS a certain percentage of such net profits.

6 19. PLAINTIFFS are informed and believe, and based thereon allege, that the original domestic
7 (i.e., United States and Canada) distributor of the Pictures was New Line Cinema which had
8 obligations to make payments to Singel and/or its predecessor(s) in interest regarding revenues
9 collected from the exploitation of the Pictures in these countries and, in turn, Singel was contractually
10 obligated to account for and pay a defined portion of those monies to PLAINTIFFS. PLAINTIFFS are
11 further informed and believe, and based thereon allege, that in or about 2004, Singel was assigned all
12 such monies payable by New Line Cinema under the domestic distribution agreement(s). However,
13 Singel failed and refused to account to PLAINTIFFS for net profits due and owing PLAINTIFFS and
14 failed and refused to pay such net profits to PLAINTIFFS under their written agreements.
15 Consequently, PLAINTIFFS filed actions in the Los Angeles County Superior Court which resulted in
16 judgments against Singel in excess of Three Million Dollars (\$3,000,000).

17 20. PLAINTIFFS are informed and believe, and based thereon allege, that subsequent to 2009,
18 Singel ceased to exist and assigned all of its interest in the Pictures to FORTUNE STAR and that
19 FORTUNE STAR otherwise acquired an interest in the Pictures formerly owned by Singel.

20 21. PLAINTIFFS are informed and believe, and based thereon allege, that the rights and
21 obligations of New Line Cinema under the domestic distribution agreements for the Pictures have been
22 expressly assumed by its parent company Warner Bros. Entertainment, Inc. ("Warner Bros.") as a
23 result of New Line Cinema being merged into its corporate parent Warner Bros. in 2008.

24 22. PLAINTIFFS are informed and believe, and based thereon allege, that Warner Bros. is now
25 accounting to and paying FORTUNE STAR monies resulting from the domestic exploitation of the
26 Pictures that are the subject matter of this litigation, which monies constitute amounts owed to
27 PLAINTIFFS under their contracts for net profits participations from the Pictures' international
28 revenues for which contractually required accountings and payments due them have been

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1 systematically, knowingly and intentionally withheld. PLAINTIFFS are further informed and believe,
2 and based thereon allege, that Warner Bros. is currently planning to make one or more further
3 significant payments to FORTUNE STAR which includes monies that are owed to PLAINTIFFS as
4 net profits from the Pictures' international (i.e., non-domestic) revenues, with respect to which
5 DEFENDANTS have failed to otherwise provide accountings or payments. PLAINTIFFS are
6 informed and believe and based thereon allege that Warner Bros. is and has been aware that
7 FORTUNE STAR has systematically, knowingly and intentionally withheld accountings and
8 payments to PLAINTIFFS of PLAINTIFFS' portion of proceeds Warner Bros. has sent to FORTUNE
9 STAR and that Warner Bros. will, in all likelihood continue to do so.

10 23. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS, and
11 each of them, are aware of the failure and refusal of Singel to comply with its obligations to account
12 and to pay net profits due and owing to PLAINTIFFS. PLAINTIFFS are further informed and believe,
13 and based thereon allege, that FORTUNE STAR has engaged, and will continue to engage, in the
14 same illicit and improper course of conduct, inter alia, denying PLAINTIFFS' right to an accounting,
15 and failing to make payments to PLAINTIFFS of net profits due them from the Pictures' international
16 revenues, and that the DEFENDANTS are aiding and abetting that course of conduct.

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18 **FIRST CAUSE OF ACTION**

19 **(Breach of Written Contract)**

20 **(Plaintiffs PROPPER and DAWSON against DEFENDANTS)**

21 24. PLAINTIFFS re-allege each and every allegation contained in the foregoing paragraphs of this
22 Complaint and incorporate them by reference as though set forth again in full.

23 25. On or about December 28, 1988, Plaintiffs PROPPER and DAWSON entered into a written
24 agreement with Golden Harvest (the "Producer Agreement", a true and correct copy of which is
25 attached hereto as EXHIBIT "A") whereby PROPPER and DAWSON were engaged to produce the
26 first of what became three (3) feature length motion Pictures featuring the "Teenage Mutant Ninja
27 Turtles" characters, which included "TEENAGE MUTANT NINJA TURTLES I" (the "First
28 Picture"), "TEENAGE MUTANT NINJA TURTLES II: THE SECRET OF THE OOZE" (the

1 "Second Picture") and "TEENAGE MUTANT NINJA TURTLES III (the "Third Picture")
2 (collectively the "Pictures"). Through the material terms of the Producer Agreement, PROPPER and
3 DAWSON were entitled to receive: (i) fees for their producing services on each of the Pictures; (ii)
4 credits on the Pictures; and (iii) payment equal to ten percent (10%) of one hundred percent (100%) of
5 the net profits derived from the Pictures, including net profits from both domestic and international
6 revenues. The Producer Agreements also require DEFENDANTS to provide PROPPER and
7 DAWSON regular accountings for monies received from domestic and international revenues from the
8 Pictures.

9 26. DEFENDANTS, and each of them, have repeatedly and continuously failed and refused and
10 continue to fail and refuse to provide accounting statements and/or net profit payments to PROPPER
11 and DAWSON derived from worldwide revenues from the Pictures as required by the Producer
12 Agreement, despite the fact DEFENDANTS have received tens of millions of dollars in connection
13 with such exploitation, and despite PROPPER's and DAWSON's repeated demands therefor.

14 27. This failure and refusal by DEFENDANTS to provide contractually required regular
15 accounting statements or to provide contractually required payments to PROPPER and DAWSON
16 representing their share of the net profits due to them, constitutes a repeated and continuing breach of
17 contract by DEFENDANTS.

18 28. PROPPER and DAWSON have performed all conditions and covenants required to be
19 performed by them under the agreements except to the extent they have been excused in performance
20 by DEFENDANTS' wrongful conduct.

21 29. PROPPER and DAWSON have been and continue to be directly and proximately damaged by
22 this breach in an amount according to proof at trial, but which amount is currently believed to be in
23 excess of One Million Five Hundred Thousand Dollars (\$1,500,000), which amount will continue to
24 accrue as the Pictures continue to earn additional worldwide revenues, plus interest on all outstanding
25 amounts at the maximum legal rate of interest for the entire time such net profits have been and remain
26 owed to PROPPER and DAWSON.

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SECOND CAUSE OF ACTION

(Breach of Written Contract)

(Plaintiff HERBECK against DEFENDANTS)

30. PLAINTIFFS re-allege each and every allegation in the foregoing paragraphs of this Complaint and incorporate them by reference as though set forth again in full.

31. On or about November 1, 1988, Plaintiff HERBECK entered into a written agreement with Golden Harvest (the "Herbeck Writer Agreement", a true and correct copy of which is attached hereto as EXHIBIT "B") whereby HERBECK was engaged to write the screenplay for the First Picture. Through the material terms of the Herbeck Writer Agreement HERBECK was entitled to receive: (i) fees for his writing services; (ii) appropriate credit; and (iii) five percent (5%) of one hundred percent (100%) of the net profits of the First Picture (reducible by certain net profits payable to additional credited writers on the First Picture, if any), along with a regular accounting of the revenues, both domestic and foreign, that resulted from the distribution and exploitation of the First Picture.

32. DEFENDANTS, and each of them, have failed and refused and continue to fail and refuse to provide contractually required accounting statements regarding domestic and international revenues or to make net profit payments to HERBECK derived from international revenues from the First Picture as required by the Herbeck Writer Agreement, despite the fact that DEFENDANTS have received tens of millions of dollars therefrom, and despite HERBECK's repeated demands therefor.

33. HERBECK has performed all conditions and covenants required to be performed by him under the agreements except to the extent he has been excused in performance by DEFENDANTS' wrongful conduct.

34. This ongoing and continuing failure and refusal by DEFENDANTS, and each of them, to continue to provide regular and ongoing accounting statements and contractually required payments to HERBECK constitutes a breach of contract by DEFENDANTS.

35. HERBECK has been and continues to be directly and proximately damaged by this breach in an amount according to proof at trial, but which amount is currently believed to be in excess of Two Hundred Fifty Thousand Dollars (\$250,000), which amount will continue to accrue as the First Picture continues to earn additional worldwide revenues, plus interest on all outstanding amounts at the

1 maximum legal rate of interest for the entire time such net profits have been and remain owed to
2 HERBECK.

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4 **THIRD CAUSE OF ACTION**

5 **(Breach of Written Contract)**

6 **(Plaintiff LANGEN against DEFENDANTS)**

7 36. PLAINTIFFS re-allege each and every allegation in the foregoing paragraphs of this Complaint
8 and incorporate them by reference as though set forth again in full.

9 37. On or about March 23, 1989, Plaintiff LANGEN entered into a written agreement with Golden
10 Harvest (the "First Langen Writer Agreement", a true and correct copy of which is attached hereto as
11 EXHIBIT "C-I") whereby LANGEN was engaged to rewrite HERBECK's previously commissioned
12 draft screenplay for the First Picture, and subsequently, on June 11, 1990, entered into a further
13 agreement to write the Second Picture (the "Second Langen Writer Agreement", a true and correct
14 copy of which is attached hereto as EXHIBIT "C-II"). Through the material terms of these two
15 contracts (collectively, the "Langen Writer Agreements") LANGEN was entitled to receive, inter alia:
16 (i) fees for his writing services; (ii) appropriate credit; and (iii) an amount equal to two and one half
17 percent (2.5%) of one hundred percent (100%) of the net profits derived from the First Picture and five
18 percent (5%) of one hundred percent (100%) of the net profits derived from the Second Picture, along
19 with regular accountings regarding domestic and international revenues from the First and Second
20 Pictures.

21 38. DEFENDANTS have failed and refused and continue to fail and refuse to provide accounting
22 statements regarding domestic and international revenues and net profit payments regarding
23 international revenues to LANGEN as required by the Langen Writer Agreements, despite the fact that
24 DEFENDANTS have received tens of millions of dollars in connection with the Pictures, and despite
25 LANGEN's repeated demands therefor.

26 39. LANGEN has performed all conditions and covenants required to be performed by him under
27 the agreement except to the extent he has been excused in performance by DEFENDANTS' wrongful
28 conduct.

1 40. This continued and ongoing failure by DEFENDANTS to provide regular accounting
2 statements or to provide contractually required payments to LANGEN representing his share of the net
3 profits, including international revenues, constitutes a breach of contract by DEFENDANTS.

4 41. LANGEN has been and continues to be directly and proximately damaged by this breach in an
5 amount according to proof at trial, but which amount is currently believed to be in excess of Five
6 Hundred Thousand Dollars (\$500,000) to date, which amount will continue to accrue as the First
7 Picture and Second Picture continue to earn additional worldwide revenues which are paid, or become
8 payable, to DEFENDANTS, plus interest on all outstanding amounts at the maximum legal rate of
9 interest for the entire time such net profits have been and remain owed to LANGEN.

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11 **FOURTH CAUSE OF ACTION**

12 **(Breach of Written Contract)**

13 **(Plaintiff COTTLE against DEFENDANTS)**

14 42. PLAINTIFFS re-allege each and every allegation in the foregoing paragraphs of this Complaint
15 and incorporate them by reference as though set forth again in full.

16 43. On or about June 1, 1989, Senta Productions, Ltd. ("Senta") entered into a written agreement
17 with GT (the "Cottle Producer Agreement" a true and correct copy of relevant portions of which are
18 attached hereto as EXHIBIT "D"). Through the material terms of the Cottle Producer Agreement
19 Senta agreed to provide the producing services of Graham Cottle on the First Picture. As part of that
20 Cottle Producer Agreement, Senta/Graham Cottle was entitled to receive from GT, inter alia: (i) fees
21 for his producer services; (ii) appropriate credit; and (iii) an amount equal to two percent (2%) of one
22 hundred percent (100%) of the net profits of the First Picture along with regular accountings regarding
23 domestic and international revenues and resulting net profits from the First Picture.

24 44. Graham Cottle passed away in 1992 and Senta ceased to exist on or about July 2001. COTTLE
25 is an heir to Graham Cottle, and, as such, has standing herein to sue to recover one-half of the net
26 profits due COTTLE in connection with the First Picture.

27 45. DEFENDANTS have failed and refused and continue to fail and refuse to provide accounting
28 statements and net profit payments to COTTLE as required by the Cottle Producer Agreement, despite

1 the fact that DEFENDANTS have received tens of millions of dollars in connection with the
2 international exploitation of the First Picture, and despite the repeated demands of COTTLE therefor.

3 46. Graham Cottle performed all conditions and covenants required to be performed by him under
4 the agreements except to the extent they have been excused in performance by DEFENDANTS'
5 wrongful conduct.

6 47. This ongoing and continuing failure and refusal to provide regular accounting statements or to
7 provide payments representing COTTLE's share of the net profits of the Picture, including
8 international revenues, constitutes a breach of contract by Defendants.

9 48. COTTLE has been and continue to be directly and proximately damaged by this breach in an
10 amount according to proof at trial, but which amount is currently believed to be in excess of One
11 Hundred Twenty-Five Thousand Dollars (\$125,000) to date, which amount will continue to accrue as
12 the First Picture continues to earn additional worldwide revenues, plus interest on all outstanding
13 amounts at the maximum legal rate of interest for the entire time such net profits have been and remain
14 owed to COTTLE.

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16 **FIFTH CAUSE OF ACTION**

17 **(Breach of Written Contract)**

18 **(Plaintiff BARRON against DEFENDANTS)**

19 49. Plaintiffs re-allege each and every allegation in the foregoing paragraphs of this Complaint and
20 incorporate them by reference as though set forth again in full.

21 50. On or about October 23, 1989, Plaintiff BARRON entered into a written agreement with
22 Golden Harvest (the "Barron Director Agreement", a true and correct copy of which is attached hereto
23 as EXHIBIT "E") whereby he was engaged to direct the First Picture. Through the material terms of
24 the Barron Director Agreement, BARRON was entitled to receive: (i) fees for his directing services on
25 the Picture; (ii) credits on the Picture; and (iii) payment equal to eight percent (8%) of one hundred
26 percent (100%) of the net profits derived from the First Picture, and regular accounting of domestic
27 and international revenues from the First Picture.
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1 51. DEFENDANTS have failed and refuse and continue to fail and refuse to provide continuing
2 accounting statements and net profit payments regarding foreign revenues as required by the Director
3 Agreement, despite the fact DEFENDANTS have received tens of millions of dollars in revenues in
4 connection with the exploitation of the First Picture, and despite BARRON's repeated demands
5 therefor.

6 52. DEFENDANTS' failure to provide regular accounting statements or to provide contractually
7 required payments representing BARRON's share of the net profits and his share of international
8 revenues constitutes a breach of contract by DEFENDANTS and each of them.

9 53. BARRON has performed all conditions and covenants required to be performed by him under
10 the agreements except to the extent he has been excused in performance by DEFENDANTS' breach.

11 54. BARRON has been and continues to be directly and proximately damaged by this breach in an
12 amount according to proof at trial, but which amount is currently believed to be in excess of Eight
13 Hundred Thousand Dollars (\$800,000), which amount will continue to accrue as the First Picture
14 continues to earn additional worldwide revenues, plus interest on all outstanding amounts at the
15 maximum legal rate of interest for the entire time such net profits have been and remain owed to
16 BARRON.

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18 **SIXTH CAUSE OF ACTION**

19 **(Breach of Fiduciary Duty)**

20 **(All PLAINTIFFS Against DEFENDANTS)**

21 55. PLAINTIFFS re-allege each and every allegation in the foregoing of this Complaint by
22 reference as though set forth again in full.

23 56. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS have
24 sole and complete dominion over all information pertaining to the exploitation and collection of
25 proceeds from the Pictures worldwide, and the calculation of net profits due PLAINTIFFS resulting
26 therefrom, and despite their contractual obligation to account for and pay to PLAINTIFFS net profits
27 to which they are contractually entitled, have instead retained such monies due PLAINTIFFS and
28 utilized such funds for their own purposes and account.

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1 57. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS'
2 obligations to collect monies on behalf of PLAINTIFFS, to account to PLAINTIFFS and to pay
3 PLAINTIFFS their share of net profits derived from the Pictures' worldwide revenues constitutes a
4 fiduciary duty owed to PLAINTIFFS by DEFENDANTS, whereby DEFENDANTS are required to
5 use a high degree of care toward PLAINTIFFS and their rights and interests.

6 58. By engaging in the wrongful conduct alleged herein, DEFENDANTS, and each of them, have
7 breached one or more fiduciary duties owed to PLAINTIFFS.

8 59. As a direct and proximate result of DEFENDANTS' breach, PLAINTIFFS, and each of them,
9 have been and continue to be damaged in an amount according to proof at trial, but which amount is
10 currently believed to be in excess of Three Million One Hundred Seventy-Five Thousand Dollars
11 (\$3,175,000) to date, which amount will continue to accrue as the Pictures continue to earn worldwide
12 revenues, plus interest on all outstanding amounts at the maximum legal rate of interest for the entire
13 time such net profits have been and remain owed to PLAINTIFFS.

14 60. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS'
15 actions alleged herein were malicious, fraudulent and oppressive, as those terms are used in California
16 Civil Code Section 3294, such that PLAINTIFFS are entitled to recover punitive damages against
17 DEFENDANTS' in an amount according to proof at trial, in addition to any and all actual damages
18 suffered by PLAINTIFFS.

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20 **SEVENTH CAUSE OF ACTION**

21 **(Imposition Of A Constructive Trust)**

22 **(All PLAINTIFFS Against DEFENDANTS)**

23 61. PLAINTIFFS re-allege each and every allegation in the foregoing of this Complaint and
24 incorporate them by reference as though set forth again in full.

25 62. PLAINTIFFS are informed and believe, and based thereon allege, that any DEFENDANT who
26 has received payments of international revenues from the Pictures has, in fact, received monies which
27 should rightfully be paid to PLAINTIFFS until and unless PLAINTIFFS recover all of the net profits
28 to which they are entitled under their written agreements.

1 63. DEFENDANTS have material dominion over all information pertaining to the exploitation
2 and collection of proceeds from the Pictures worldwide, and the calculation of net profits due
3 PLAINTIFFS resulting therefrom, and despite their contractual obligation to account for an pay to
4 PLAINTIFFS net profits to which they are contractually entitled, have instead retained such monies
5 due PLAINTIFFS and utilized such funds for their own purposes and account.

6 64. Accordingly, the Court should order that any and all such DEFENDANTS holding any monies
7 received in connection with the Pictures are constructive trustees for PLAINTIFFS until such time as
8 the Court can determine how much net profit is owed to PLAINTIFFS on the basis of the Pictures'
9 worldwide revenues and PLAINTIFFS have, in fact, received all such monies.

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11 **EIGHTH CAUSE OF ACTION**

12 **(Conversion)**

13 **(All PLAINTIFFS Against DEFENDANTS)**

14 65. PLAINTIFFS re-allege each and every allegation in the foregoing paragraphs of this Complaint
15 and incorporate them by reference as though set forth again in full.

16 66. PLAINTIFFS are informed and believe, and based thereon allege, that, without authority from
17 PLAINTIFFS,DEFENDANTS have collected and retained revenues from the Pictures which are
18 properly due and owing to PLAINTIFFS as net profits and may imminently receive revenues from the
19 Pictures constituting net profits which are properly due and owing to PLAINTIFFS.

20 67. DEFENDANTS unpermitted retention of revenues due and owing PLAINTIFFS constitutes a
21 wrongful exercise of dominion over PLAINTIFFS property, namely, specific sums of money to which
22 PLAINTIFFS are entitled.

23 68. As a direct and proximate cause of such ongoing conversion, PLAINTIFFS have been and
24 continue to be damaged in an amount according to proof at trial, but which amount is currently
25 believed to be in excess of Three Million One Hundred Seventy-Five Thousand Dollars (\$3,175,000)
26 to date, which amount will continue to accrue as the Pictures continue to earn worldwide revenues,
27 plus interest on all outstanding amounts at the maximum legal rate of interest for the entire time such
28 net profits have been and remain owed to PLAINTIFFS.

1 69. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS'
2 actions alleged herein were malicious, fraudulent and oppressive, as those terms are used in California
3 Civil Code Section 3294, such that PLAINTIFFS are entitled to recover punitive damages against
4 DEFENDANTS in an amount according to proof at trial, in addition to any and all actual damages
5 suffered by PLAINTIFFS.

6

7 WHEREFORE, PLAINTIFFS demand judgment against DEFENDANTS as follows:

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On The First, Second, Third, Fourth and Fifth Causes of Action

9 1. For damages for breach of written contract in an amount according to proof at trial, but which
10 PLAINTIFFS currently estimate to be in excess of Three Million One Hundred Seventy-Five
11 Thousand Dollars (\$3,175,000) to date, which amount will continue to accrue as the Pictures continue
12 to earn worldwide revenues, plus interest thereon at the maximum legal rate for the entire time such
13 net profits have been and remain due and owing to PLAINTIFFS;

14 2. For an Order requiring DEFENDANTS to continue to account to and pay PLAINTIFFS in the
15 future in accordance with their agreements;

16

On The Sixth Cause of Action

17 3. For damages in an amount according to proof at trial for conversion;

18 4. For an award of exemplary and punitive damages;

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On All Causes of Action

20 5. PLAINTIFFS' costs, attorneys' fees and expenses incurred herein; and

21 6. Such other and further relief as the Court deems just and proper.

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Dated: July 15, 2015

McAFEE & TAFT, P.C.

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By 

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JAY SHANKER
Attorney for Plaintiffs

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