

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephanie Bowick

1 PILLSBURY WINTHROP SHAW PITTMAN LLP

KENNETH E. KELLER (SB No. 71450)

2 kenneth.keller@pillsburylaw.com

3 CHRISTOPHER STRETCH (SB No. 166752)

christopher.stretch@pillsburylaw.com

4 VIJAY K. TOKE (SB No. 215079)

vijay.toke@pillsburylaw.com

5 ALEKZANDIR MORTON (SB No. 319241)

alekzandir.morton@pillsburylaw.com

6 Four Embarcadero Center, 22nd Floor

7 San Francisco, CA 94111-5998

Telephone: (415) 983-1000

8 Facsimile: (415) 983-1200

9 ATTORNEYS FOR PLAINTIFF

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 IN AND FOR THE COUNTY OF LOS ANGELES

13
14 STEPHEN L'HEUREUX, an individual,

15 Plaintiff,

16 vs.

17 FRANK MILLER, an individual; SILENN
18 THOMAS, an individual; FRANK MILLER,
19 INC., a New York corporation and DOES 1-20,
inclusive,

20 Defendants.

Case No. 20STCV28241

**COMPLAINT FOR DEFAMATION,
INTENTIONAL INTERFERENCE WITH
CONTRACT, INTENTIONAL
INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE,
NEGLIGENT INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE, AND BREACH OF
COVENANT OF GOOD FAITH AND
FAIR DEALING**

JURY TRIAL DEMANDED

21
22
23 Plaintiff STEPHEN L'HEUREUX asserts the following claims against Defendants FRANK
24 MILLER, SILENN THOMAS, FRANK MILLER, INC. and Does 1-20 (collectively "Defendants")
25 and alleges as follows:

26 **INTRODUCTION**

27 1. For more than 12 years, Plaintiff Stephen L'Heureux ("L'Heureux") has owned and
28 controlled all the rights in and to the Sin City graphic novels ("Sin City") created by Defendant

1 Frank Miller (the “Sin City Rights”). L’Heureux also obtained from Miller the rights to develop,
2 package and produce a feature length film or television series based on the comic book series and
3 graphic novel Hard Boiled (the “Hard Boiled Rights”), created by Miller and Geof Darrow.
4 L’Heureux obtained these rights to produce, among other projects, (1) feature length films and/or a
5 television series based on Sin City, and (2) a feature length film based on Hard Boiled. Through his
6 hard work, ingenuity, experience, and expertise, L’Heureux was able to secure agreements for the
7 production of both a feature length film and a television series based on the Sin City Rights and a
8 feature length film based on the Hard Boiled Rights, pursuant to which he stood to achieve
9 enormous economic success, recognition, and an enhanced reputation as a producer. However, his
10 attempts to undertake these projects have been repeatedly and deliberately interfered with and
11 thwarted by the wrongful and tortious conduct of Defendants Frank Miller and Silenn Thomas,
12 acting individually, in concert and through their authorized representatives, and on behalf of Frank
13 Miller, Inc., including making false and defamatory statements about L’Heureux and his lawful
14 rights in Sin City TV and Hard Boiled.

15 2. Defendant Miller has repeatedly acknowledged L’Heureux’s ownership of the Sin
16 City Rights, including Sin City TV, both orally and in written agreements with L’Heureux and
17 others. These independent third parties and their representatives have repeatedly examined
18 L’Heureux’s chain of title for his ownership of the Sin City Rights and have concluded that
19 L’Heureux owns the Sin City Rights. Miller and his representatives have also acknowledged
20 repeatedly L’Heureux’s rights to develop, package and produce a feature length film based on Hard
21 Boiled.

22 3. Despite these written agreements and repeated admissions and acknowledgements of
23 L’Heureux’s Sin City Rights and Hard Boiled Rights, and having been fully compensated for
24 granting those rights to L’Heureux, Defendants, individually, collectively, and through their
25 representatives, have engaged in a systematic campaign to defame L’Heureux, to damage his
26 reputation, and to deliberately and wrongfully interfere with his contractual agreements and his
27 prospective economic gain from the production of the Sin City and/or Hard Boiled projects which he
28 intended to produce pursuant to the rights he obtained from Miller.

1 4. L'Heureux brings this action to stop the Defendants' wrongful conduct, to
2 permanently enjoin them, and for compensatory damages in excess of \$25,000,000 and punitive
3 damages to punish the intentional and outrageous conduct of Defendants.

4 **PARTIES**

5 5. Plaintiff Stephen L'Heureux ("Plaintiff" or "L'Heureux") is an individual, residing
6 and doing business in Los Angeles, California.

7 6. Defendant Frank Miller ("Miller") is an individual who resides in New York City,
8 New York but who does business in and has engaged in the wrongful conduct alleged herein in Los
9 Angeles, California.

10 7. Plaintiff is informed and believes that Defendant Silenn Thomas ("Thomas") is an
11 individual who maintains her primary residence in West Hollywood, California and does business in
12 and has engaged in and directed the wrongful conduct alleged herein in Los Angeles, California.
13 Plaintiff is informed and believes and thereon alleges that in or around 2006, Thomas initially
14 entered into some type of relationship with Miller, the precise nature of which remains unknown.
15 Plaintiff is informed and believes that Thomas is now the Chief Executive Officer of Defendant
16 Frank Miller, Inc. From 2006, and continuing to the present time, Thomas has exerted significant
17 influence over Miller, including the development and execution of a scheme to deliberately defame
18 L'Heureux and to interfere with L'Heureux's contractual agreements and relations and prospective
19 economic advantage flowing from his ownership of the Sin City Rights and Hard Boiled Rights, and
20 L'Heureux's contracts to produce a Hard Boiled television series or feature film.

21 8. Plaintiff is informed and believes that Defendant Frank Miller, Inc. ("FMI") is a
22 corporation organized and operating under the laws of the State of New York, but doing business in
23 Los Angeles, California, and that Miller is the sole owner, Principle Executive Officer and director
24 of FMI, Thomas is the Chief Executive Officer of FMI, and that certain wrongful conduct of Miller
25 and Thomas has been conducted in their capacities as an owner, officer, director, or agent of FMI
26 and for the benefit of FMI.

27 9. Plaintiff is presently unaware of the true names, capacities, or business forms of the
28 defendants sued herein as Does 1 through 20, inclusive, and therefore sue said Doe defendants by

1 fictitious names. Plaintiffs will seek leave to amend the Complaint to allege their true names and
2 capacities if and when Plaintiff ascertains them.

3 10. At all relevant times, as alleged more fully herein, each Defendant acted as an agent,
4 servant, or employee of the other Defendants, and in doing the things alleged herein acted within the
5 course and scope of such agency and/or employment. Each of the Defendant's acts alleged herein
6 was done with the permission and consent of each of the other Defendants.

7 **JURISDICTION/VENUE**

8 11. Jurisdiction and venue for this action are proper pursuant to, without limitation,
9 California Code of Civil Procedure § 395, § 395.5, and § 410.10 in that, among other things, (a) the
10 Defendants or some of them reside in or have their principal place of business in Los Angeles
11 County in the State of California; and/or (b) the conduct occurred and the causes action alleged
12 herein arose in Los Angeles County in the State of California.

13 12. Plaintiff is informed and believes and thereon alleges that Defendants Miller, FMI,
14 and Does 1 through 10 have sufficient minimum contacts with the State of California to be subjected
15 to the jurisdiction of this court as alleged herein, including but not limited to the fact that Miller,
16 FMI, and Does 1 through 10 negotiated and entered into contracts in California that were to be
17 performed in whole or in part in California, that Miller routinely has traveled to California to
18 perform services pursuant to these agreements, that Miller, FMI, and Does 1 through 10 have made
19 the false and misleading statements and committed the acts of interference as alleged herein to or
20 with respect to individuals who reside in California and with the intended effect of interfering with
21 and disrupting L'Heureux's 's contractual relationships in California and that Miller also travels to
22 California to conduct business and to attend and appear at industry and trade shows, including the
23 annual "ComicCon" convention in San Diego, California.

24 13. Plaintiff is informed and believes and thereon alleges that Thomas is a resident of the
25 State of California and resides in this County and that Thomas and Does 11 through 20 have made
26 the false and misleading statements and committed the acts of interference as alleged herein to or
27 with respect to individuals who reside in California and with the intent of interfering with and
28 disrupting L'Heureux's 's contractual relationship in California and that Thomas also travels to

1 California to conduct business and to attend industry and trade shows, including the annual
2 “ComicCon” convention in San Diego.

3 14. Venue is proper in this County because Plaintiff resides and does business in this
4 county, Defendants entered into contracts in this County which were to be performed in this County
5 and acts of defamation and interference occurred in substantial part in this County.

6 **NATURE OF THE ACTION**

7 **L’HEUREUX’S ACQUISITION OF THE SIN CITY RIGHTS**

8 15. L’Heureux is a respected producer with extensive experience in feature films,
9 animation, television production, development, marketing, distribution of media, and transmedia
10 forecasting. His love for entertainment began in 1992 when he was in high school and working for
11 Sherry Lansing, the producer and former head of Paramount Studios, on the feature film "School
12 Ties."

13 16. L’Heureux went on to co-found Swapit.com ("Swapit"), a virtual trading post of new
14 and used media products. Forbes named Swapit as one of the top 25 dot.com brands in 1998, 1999,
15 and 2000 along with eBay, Amazon, and Pets.com. L’Heureux grew Swapit through the
16 development and use of pioneering marketing strategies that now form the basis of virtually all
17 media marketing strategies world-wide. At Swapit, L’Heureux established partnerships with
18 numerous Fortune 500 companies, including Fleet Bank, Citibank, MBNA, Ford Motor Company,
19 Comcast, Warner Bros. Entertainment, and AT&T. He was responsible for seven business units as
20 well as the corporation's government affairs and corporate marketing efforts.

21 17. L’Heureux has always loved and been keenly interested in comic books and graphic
22 novels. With intense visuals and compelling stories based on in-depth characters, the comic medium
23 of storytelling has always been one of L’Heureux’s favorite enjoyments. L’Heureux started reading
24 “Golden Age” comics given to him by one of his uncles who had acquired them during his time
25 serving in the Pacific theater during World War II. His uncle told L’Heureux that he was the
26 “librarian of two footlockers of comic books and that these comic books saved him and his
27 shipmates” as they fought from island to island. While those old comics of Dick Tracy, Richie Rich,
28 and Popeye caught his attention, it was Action Comics which cemented his longtime thirst for the

1 medium. Reading early issues of Superman and Batman opened his mind to the endless possibilities
2 of storytelling. First as a fan, then as an investor, and now as a producer, screenwriter, and creator of
3 comic books and graphic novels and the stories they tell, such comic books and graphic novels have
4 been a life-long focus of L'Heureux's, stretching back well before Hollywood grasped that comics
5 and graphic novels would be a rich source of film and television content. It was this lifelong passion
6 that prompted L'Heureux, in 2008, to first acquire the rights to the Sin City universe.

7 18. L'Heureux established companies, including his current company Solipsist Films,
8 Inc., to produce films and television. Notable productions from L'Heureux and Solipsist include
9 Frank Miller's "Sin City 2: A Dame To Kill For" by Director Robert Rodriguez ("Sin City 2");
10 "Curve" starring Julianne Hough with Universal Studios; the horror film "100 Feet" starring Ed
11 Westwick and Famke Jansen; "Uncross the Stars" with Ron Perlman and Barbara Hershey; and the
12 acclaimed independent cult classic "States Evidence"—one of Australia's highest all-time selling
13 titles. Other releases include "White Rainbow" (IFP), "Outside Sales" (Lionsgate), "Loveless"
14 (Lionsgate), and "Redcon-1" (Lionsgate UK). L'Heureux has over 35 producer credits for films he
15 has either produced, or which are currently in development, all at major studios, including a feature
16 length film of the Kung Fu graphic novels at Universal Studios, the acclaimed graphic novel
17 Undying Love, set up as a feature length film at Studio 8, and Yasuke, starring Black Panther's
18 Chadwick Boseman as an African samurai at Picture Start/Sony.

19 19. On October 22, 2008, L'Heureux acquired all the rights in Sin City, the graphic novel
20 series written by Miller, pursuant to a written agreement between L'Heureux and Miller (the "Sin
21 City Rights Agreement"). Specifically, pursuant to the terms of the Sin City Rights Agreement,
22 L'Heureux acquired all worldwide rights in and to the Sin City graphic novels, including but not
23 limited to all sequel/prequel rights, television rights, the characters, scenes, and themes, and all
24 ancillary rights, including but not limited to merchandising, video games, and publishing rights (the
25 "Sin City Universe"). Miller signed the Sin City Rights Agreement and accepted L'Heureux's offer
26 to purchase all his rights in the Sin City Universe. Pursuant to the Sin City Rights Agreement,
27 Miller was to be paid a specified sum for the sale of his rights to L'Heureux, and as described below,
28 Miller was paid that amount when Sin City 2 was produced, as had been agreed.

1 20. Upon the acquisition of the Sin City Rights, L’Heureux entered into discussions with
2 certain third parties to produce a feature length film, which ultimately became known as Sin City 2.
3 During those discussions, these third parties, including Red Granite and Sartraco, and their attorneys,
4 conducted a thorough review of L’Heureux’s chain of title for his rights in Sin City and concluded
5 that L’Heureux’s chain of title was clear and that he owned the Sin City Rights.

6 21. On or about August 11, 2011, L’Heureux entered into a distribution agreement with
7 The Weinstein Company (“TWC”) for the distribution of a feature length film based on the Sin City
8 Rights, which ultimately became Sin City 2. Again, TWC and their attorneys conducted a thorough
9 review of L’Heureux’s chain of title for Sin City and concluded that L’Heureux owned the Sin City
10 Rights.

11 22. On February 21, 2012, L’Heureux and Miller entered into a term sheet with Sartraco
12 for the production of the Sin City 2 feature length film (the “Sin City 2 Term Sheet”). Prior to the
13 execution of the Sin City 2 Term Sheet, Sartraco and its attorneys conducted a thorough review of
14 L’Heureux’s chain of title and concluded that L’Heureux owned the rights in and to Sin City 2.
15 Pursuant to the Sin City Rights Agreement, Miller was paid all sums owed to him, including
16 payment for his assignment of all rights in Sin City to L’Heureux under the Sin City Rights
17 Agreement.

18 **L’HEUREUX’S RIGHTS IN SIN CITY TV**

19 23. Pursuant to the Sin City Rights Agreement, among the rights that L’Heureux acquired
20 in the Sin City Universe were all rights in and to any television series based on Sin City (the “Sin
21 City TV Rights”).

22 24. On March 23, 2012, L’Heureux and Miller entered into an agreement with TWC for
23 the production of a television series based on Sin City (the “TWC Sin City TV Agreement”).
24 Pursuant to the terms of the TWC Sin City TV Agreement, if TWC failed to commence production
25 of the Sin City TV series within a specified time, the Sin City TV Rights explicitly reverted to
26 L’Heureux and Miller.

27 25. In or around 2017, TWC filed for bankruptcy in the United States District Court for
28 Delaware (the “TWC Bankruptcy”). On or about July 26, 2018, the attorneys for TWC and Miller

1 stipulated in a TWC Bankruptcy filing that the Sin City TV Rights reverted pursuant to the terms of
2 the TWC Sin City TV Agreement, *i.e.*, from TWC back to L’Heureux and Miller (the “Miller TWC
3 Bankruptcy Stipulation”).

4 26. Despite the Miller TWC Bankruptcy, and in flagrant disregard of it, on July 27, 2018
5 and thereafter, Miller and his representatives issued press releases claiming that all rights in Sin City
6 and Sin City TV had reverted to Miller. This claim was false, and Miller knew or should have
7 known that it was false in that the Sin City Rights Agreement, the Sin City TV Agreement, and the
8 Miller TWC Bankruptcy Stipulation all provide that the Sin City TV Rights revert to L’Heureux and
9 Miller.

10 27. Upon the reversion of the Sin City TV Rights back to L’Heureux, in March 2018,
11 L’Heureux began to negotiate with other third parties to produce a television series based on Sin
12 City (“Sin City TV”). L’Heureux is informed and believes and thereon alleges that Miller and
13 Thomas, acting individually and collectively, and on behalf of FMI and through Miller’s
14 representatives, began a concerted campaign to interfere with L’Heureux’s contracts regarding Sin
15 City TV and the prospective economic advantage that he rightfully expected and hoped to enjoy
16 through his ownership of the Sin City TV Rights.

17 28. In July 2018, L’Heureux entered negotiations with Legendary Television Productions
18 for the production of a Sin City TV series based on the Sin City TV Rights. These negotiations
19 ultimately concluded in an agreement between L’Heureux and Legendary Pictures Productions LLC
20 (“Legendary”), dated November 15, 2018 (the “Legendary Sin City TV Agreement”). Pursuant to
21 the Legendary Sin City TV Agreement, L’Heureux was entitled to receive substantial monetary
22 compensation for his Sin City TV Rights and for his role as Executive Producer on the Sin City TV
23 Series.

24 29. L’Heureux is informed and believes and thereon alleges that Defendants and each of
25 them were aware of the Legendary Sin City TV Agreement and as alleged below, Defendants and
26 each of them have negligently, intentionally, and/or willfully interfered with L’Heureux’s
27 contractual rights and prospective economic interests in the Legendary Sin City TV Agreement.

28 30. Ultimately, in November 2019, Legendary’s option under the Legendary Sin City TV

1 Agreement expired and the Sin City TV Rights again reverted to L'Heureux. On or about November
2 26, 2019, the attorneys for Legendary made a "revised offer" to L'Heureux which dramatically
3 reduced L'Heureux's compensation for his Sin City TV Rights, his involvement as a producer and
4 the credit he would receive as a producer. L'Heureux is informed and believes and thereon alleges
5 that Legendary's revised offer had been demanded by Miller and Thomas, individually and on behalf
6 of FMI and was part of their systematic efforts to defame L'Heureux and to interfere with his
7 contracts.

8 31. Thereafter, L'Heureux entered into negotiations with Skydance Media ("Skydance")
9 for the production of a Sin City TV series based on the Sin City TV Rights which resulted in an
10 agreement between L'Heureux and Skydance dated December 3, 2019 (the "Skydance Sin City TV
11 Agreement"). Pursuant to the terms of the Skydance Sin City TV Agreement, L'Heureux is to
12 receive substantial monetary compensation for his Sin City TV Rights and as Executive Producer on
13 the Skydance Sin City TV series.

14 32. L'Heureux is informed and believes and thereon alleges that Defendants and each of
15 them are aware of the Skydance Sin City TV Agreement and as alleged herein, have negligently,
16 intentionally, and willfully interfered with L'Heureux's rights in the Skydance Sin City TV
17 Agreement and the prospective economic advantage he rightfully expects and hopes to receive from
18 it, including the compensation he is to receive for his Sin City TV Rights, his involvement as
19 producer, and the credit he will receive as a producer.

20 **L'HEURUEX'S RIGHTS TO PRODUCE HARD BOILED**

21 33. In November 2008, L'Heureux negotiated an agreement to acquire the rights to
22 develop, package and produce a feature length film or television series based on another Frank
23 Miller comic book series and graphic novel, Hard Boiled, which Miller co-created with Geof
24 Darrow. These negotiations resulted in an agreement, dated November 19, 2008, subsequently
25 revised on January 12, 2009 for "all rights, characters, scenes, stories and elements contained in the
26 graphic novel Hardboiled, all motion picture rights, all television rights (pay, free, film, tape, cable,
27 live and otherwise) and all allied and incidental rights in the Property and the screenplay written or
28 to be written by Miller." On May 9, 2009, Miller and L'Heureux entered into a second option

1 agreement signed by Miller, whereby Miller assigned all rights in and to any screenplay for Hard
2 Boiled. (The November 19, 2008 as revised on January 12, 2009 and the May 9, 2009 agreements
3 are collectively referred to as the “Hard Boiled Agreement”). Pursuant to the terms of the Hard
4 Boiled Agreement, L’Heureux paid the \$250,000 option payment by wire transfer to Miller, who
5 split the option payment with Darrow. Darrow has confirmed that he received his portion of the
6 option payment made by L’Heureux to Miller.

7 34. Upon obtaining the rights granted by Miller and Darrow to develop, package, and
8 produce Hard Boiled, L’Heureux attempted to move forward with the development of the Hard
9 Boiled project, including entering into an agreement with “A list” director Louis Leterrier, to co-
10 direct a Hard Boiled feature film with Miller.

11 35. By claiming an “illness,” however, Miller frustrated L’Heureux’s efforts to move
12 forward with the Hard Boiled feature film project. At a meeting with L’Heureux at ComicCon San
13 Diego in 2011, Miller, in the presence of his manager, Mark Lichtman, and his former assistant,
14 Joanna Galardo, advised L’Heureux that he was overwhelmed with the rewriting of the Sin City 2
15 script (which L’Heureux and Miller had been working on together) and that he had been having
16 “health problems” as well as “financial troubles.” Miller specifically asked L’Heureux to hold off
17 “getting into Hard Boiled” until Sin City 2 had been completed and released.

18 36. But even after Sin City 2 was completed, Miller continued to frustrate L’Heureux’s
19 efforts. Miller continued to ask that L’Heureux hold off on the Hard Boiled project because Miller
20 “needed to get stronger” and was having “health issues” once again. L’Heureux later learned that
21 Miller’s “health issues” included alcohol and substance abuse and that Miller had entered
22 rehabilitation for his drug and alcohol abuse on multiple occasions to address these “health issues.”
23 Pursuant to the terms of the Hard Boiled Rights Agreement, L’Heureux’s option was extended
24 during any periods of Miller’s unavailability.

25 37. When Miller continued to be “unavailable” due to his struggles with drug and alcohol
26 dependency and other problems, Miller and his attorneys and representatives entered into an
27 agreement with L’Heureux that the Hard Boiled Rights Agreement and the option to produce Hard
28 Boiled would be extended indefinitely. Furthermore, Miller through his attorneys and

1 representatives entered into a further agreement that the \$250,000 option payment that L'Heureux
2 paid to Miller and Darrow would be repaid together with 20% interest (i.e. a total payment of
3 \$300,000) as soon as Miller agreed to or signed an agreement regarding the production of Hard
4 Boiled. This agreement to repay the \$250,000 option payment plus 20% interest was confirmed in
5 email exchanges between Miller, Miller's representatives, Miller's attorneys, and L'Heureux.

6 38. Shortly thereafter, as alleged herein, Defendant Thomas, acting individually and as an
7 officer of FMI, and in concert with Miller and Miller's representatives, began to maliciously defame
8 L'Heureux and to interfere with his contracts to develop, package, and produce Hard Boiled by
9 falsely telling numerous people throughout the entertainment, comic book, and media industries that,
10 among other things, L'Heureux had no rights to produce Hard Boiled.

11 39. By this time, Miller was no longer being represented by his long-time attorneys and
12 manager, and attorney Kenneth Weinrib ("Weinrib") was brought in as Miller's representative. On
13 or about March 27, 2015, Weinrib was specifically advised of L'Heureux's existing rights to
14 develop, package, and produce Hard Boiled projects and Weinrib was provided with the Hard Boiled
15 Agreement. Weinrib was also advised of Thomas's intentional and unwarranted misconduct and
16 how she had undertaken to poison any Hard Boiled projects that L'Heureux sought to advance.
17 Weinrib's response was that he was "new" to representing Miller and had no idea what agreements
18 had been executed in the past. On April 24, 2015, Weinrib was provided with the Hard Boiled
19 Agreement. He also asked for and received specifics regarding Thomas's wrongful conduct,
20 ostensibly so he could speak to her.

21 40. On May 1, 2015, on behalf of Miller, Weinrib confirmed L'Heureux's rights to
22 develop, package, and produce Hard Boiled. Weinrib also offered to call and follow up with a letter
23 to any individuals with whom Thomas had spoken and tell them that "[L'Heureux] has a valid option
24 agreement for the rights and controls the [Hard Boiled] property." Finally, Weinrib said he would
25 tell Thomas again that "she cannot be saying anything to anybody about L'Heureux and his rights in
26 Hard Boiled".

27 41. At or around this time, L'Heureux entered into an agreement with Geof Darrow for
28 his rights to develop, package, and produce Hard Boiled. L'Heureux is informed and believes and

1 thereon alleges that Darrow met with Miller in person in New York to advise him of L’Heureux’s
2 representation of him. L’Heureux is further informed and believes and thereon alleges that Miller
3 gave L’Heureux and Darrow his blessing to proceed with the Hard Boiled project. At this time,
4 Weinrib was also specifically advised of L’Heureux’s agreement with Darrow to develop, package,
5 and produce Hard Boiled.

6 42. In June 2016, L’Heureux entered a partnership with Gianni Nunnari (“Nunnari”),
7 who brought his partner, Bernie Goldman (“Goldman”), on board. L’Heureux is informed and
8 believes and thereon alleges that shortly thereafter, Nunnari and Goldman spoke with Thomas and
9 received permission for Nunnari, Goldman, and L’Heureux to package, develop, and promote Hard
10 Boiled to buyers and to produce any project that arose from their efforts.

11 43. Thereafter, L’Heureux, Nunnari, and Goldman successfully arranged for the project
12 to be set up at Warner Bros. Studios. On October 31, 2016, Warner Bros. paid \$100,000 to Miller
13 and Darrow as an option to purchase their rights in Hard Boiled. On information and belief this
14 payment was split 50/50 since Miller and Darrow agreed to equally share the option payment for
15 Hard Boiled and each had granted L’Heureux, Nunnari, and Goldman their rights to develop this
16 project for production.

17 44. On November 10, 2016, Weinrib, speaking for his client Miller, confirmed the
18 following: (1) that Miller had “no objection to L’Heureux being a producer on the project”; (2) that
19 he (Weinrib) believed an agreement (between Miller and L’Heureux) had been reached on extending
20 the option but “that was irrelevant now that there was a proposal from Warner Bros.”; (3) that he
21 (Weinrib) had spoken to Miller, that he had told Miller about the Warner Bros. offer and that
22 L’Heureux was going to be a producer on the project, and that Miller’s response had been “that’s
23 great. Good for Stephen”; and (4) that “Frank has no animosity towards Stephen.”

24 45. The Hard Boiled project at Warner Brothers continued into 2017. On May 23, 2017,
25 Weinrib confirmed that Miller and his team understood that L’Heureux was involved in the Hard
26 Boiled project at Warner Bros. as a producer.

27 46. Ultimately, the Hard Boiled project at Warner Bros. did not advance and went into
28 turn around. On October 24, 2017, Nunnari and Goldman spoke to Thomas and she confirmed that

1 they could move forward with L’Heureux to set up the project at another studio. Furthermore,
2 L’Heureux, Nunnari, and Goldman continued to hold Darrow’s granted rights to develop, package,
3 and produce Hard Boiled as a producing team.

4 47. In December 2018, an exchange of letters between Miller and L’Heureux occurred
5 regarding L’Heureux’s rights to produce Hard Boiled. After receiving the letters, Nunnari and
6 Goldman spoke to Thomas again and they told Thomas that they and Zack Snyder, the “A List”
7 director who had been attached to the project a month earlier, could not move forward without
8 L’Heureux. Thomas, acting on behalf of Miller and FMI, agreed again that L’Heureux, Nunnari,
9 and Goldman, along with Zack Snyder and his wife, the producer Deb Snyder, could continue
10 moving forward to find a buyer for Hard Boiled.

11 48. Thereafter, L’Heureux, Nunnari, and Goldman brought the project to MGM Studios
12 with Zack Snyder and Deb Snyder attached. Miller, Thomas, and their representatives, including
13 Weinrib, were aware of L’Heureux’s involvement with the project and his partnership with Nunnari
14 and Goldman. They did not object and L’Heureux, Nunnari, and Goldman moved forward with
15 MGM to set up Hard Boiled as a feature length film.

16 49. Nevertheless, L’Heureux was informed by Miller’s representative, Darren Boghosian,
17 that on or about April 7, 2020, Miller agreed to accept an offer from MGM for his rights in Hard
18 Boiled for the production of a feature length film but in doing so had instructed his attorneys and
19 representatives to take the unprecedented step of “advising” MGM, its executives and
20 representatives, and in particular, Michael De Luca, Chairman of MGM’s Motion Picture Group,
21 that Miller would not sign his deal unless L’Heureux did not receive a credit and that L’Heureux’s
22 compensation under his agreement with MGM be reduced. In essence, Miller demanded that
23 L’Heureux be removed from Hard Boiled as a producer. This interference was subsequently
24 confirmed by Michael De Luca in a conversation with L’Heureux. As alleged herein, Defendants
25 and each of them, individually, acting in concert and through their representatives, have defamed
26 L’Heureux and interfered with his contracts to produce Hard Boiled, his agreements with Darrow,
27 his agreements with Nunnari and Goldman, and his agreement with MGM.

28 ///

1 **DEFENDANTS DEFAME L'HEUREUX AND INTERFERE WITH HIS CONTRACTS**

2 50. L'Heureux is informed and believes that for the past year and continuing, Miller and
3 Thomas, individually, acting in concert and on behalf of FMI, and through their representatives and
4 Does 1-20, have defamed L'Heureux as alleged herein.

5 51. L'Heureux is informed and believes and thereon alleges that Miller and Thomas,
6 individually, acting in concert and on behalf of FMI, and through their representatives and Does 1-
7 20, for the past two years have deliberately and wrongfully interfered with L'Heureux's contracts
8 regarding Sin City TV and Hard Boiled and the prospective economic advantages that L'Heureux
9 rightfully expected and hoped to enjoy from these contracts.

10 52. L'Heureux is informed and believes that Defendants' wrongful conduct as alleged
11 herein has been intentional, willful, malicious, and in conscious disregard of L'Heureux's rights and
12 that punitive damages should be awarded him to punish and make an example of the Defendants and
13 each of them.

14 53. With respect to L'Heureux's agreements regarding his rights in Sin City, including
15 but not limited to producing a television series based on Sin City, L'Heureux is informed and
16 believes that Defendants and each of them are aware of L'Heureux's contracts and agreements
17 regarding Sin City.

18 54. With respect to L'Heureux's agreements regarding his rights to develop, package, and
19 produce Hard Boiled, L'Heureux is informed and believes that Defendants and each of them are
20 aware of L'Heureux's contracts and agreements regarding Hard Boiled.

21 55. Defendants Miller and Thomas, individually, and on behalf of FMI or through their
22 authorized representatives and Does 1 to 20, have made false and defamatory statements to third
23 parties in the entertainment industry about L'Heureux and his rights in Sin City, making false
24 statements that L'Heureux does not own the rights to Sin City, does not own the rights to Sin City
25 TV, and/or that L'Heureux has no rights in or to produce Sin City TV. These false and defamatory
26 statements have been made as part of a systematic scheme to defame L'Heureux and to damage his
27 reputation in the entertainment industry. The Defendants have taken the unprecedented step of
28 defaming L'Heureux to studios, studio executives, agents, managers, producers, directors, and comic

1 book creators all with the intent to defame and harm L’Heureux and his reputation and deprive him
2 of the benefit of his agreements regarding Sin City and Sin City TV in particular.

3 56. Within the past year, these false and defamatory statements have been made to third
4 parties in the entertainment industry, including but not limited to, Michael De Luca (Chairman of
5 MGM’s Motion Picture Group), other MGM executives and representatives, David Ellison (Founder
6 and CEO of Skydance Media), Jun Oh (President, Global Business & Legal Affairs of Skydance
7 Media), “A List” directors Louis Leterrier and Zack Snyder, Todd Feldman (Zack Snyder’s
8 representative), Creative Artist Agency’s Bruce Vinokour (L’Heureux’s agent), Geof Darrow, Geof
9 Darrow’s representatives, Jimmy Palmiotti, John Romita, Jr., Harris Miller, and representatives of
10 Legendary, including Nick Pepper (Head of Television), Mary Parent (Vice-Chairman of World
11 Wide Production), Natalie Viscuso, Zachary Smith, and Mark Mazie.

12 57. With knowledge of L’Heureux’s contracts regarding Sin City and in particular, Sin
13 City TV (collectively the “Sin City Agreements”), Defendants and each of them have engaged in a
14 systematic campaign to interfere and have interfered with L’Heureux’s Sin City Agreements and the
15 prospective economic advantage he hopes and expects to enjoy from the Sin City Agreements and to
16 injure and destroy his reputation in the entertainment industry by defaming L’Heureux as alleged
17 herein, demanding that his compensation under these agreements be modified and reduced,
18 demanding that his participation in the production of the Sin City TV project be reduced or
19 eliminated, demanding that L’Heureux not receive a credit as a producer for Sin City TV and by
20 falsely asserting that L’Heureux has no rights in Sin City or Sin City TV. Defendants and each of
21 them have issued false and misleading press releases within the past two years regarding
22 L’Heureux’s rights in Sin City and Sin City TV. All of these statements and press releases were
23 untrue and were made by Defendants to interfere with L’Heureux’s relationship and contractual
24 agreements with Miller, Legendary, and Skydance, to damage L’Heureux’s reputation in the
25 entertainment industry and to further harm L’Heureux’s relationships with other prospective clients
26 and his ability to produce future projects.

27 58. With respect to Hard Boiled, Defendants, and each of them, acting individually, in
28 concert, on behalf of FMI and/or through their authorized representatives, have made false and

1 defamatory statements to third parties in the entertainment industry about L'Heureux and his rights
2 to produce Hard Boiled, including but not limited to statements that L'Heureux does not have the
3 right to produced Hard Boiled. These false and defamatory statements have been made as part of a
4 systematic scheme to defame L'Heureux and to damage his reputation in the entertainment industry.
5 The Defendants have taken the unprecedented step of defaming L'Heureux to studios, studio
6 executives, agents, managers, producers, directors and comic book creators all with the intent to
7 damage and destroy L'Heureux's reputation and deprive him of the benefit of his agreements with
8 Miller.

9 59. These false and defamatory statements have been made to third parties, including but
10 not limited to, Michael De Luca (Chairman of MGM's Motion Picture Group), other MGM
11 executives and representatives, Zack Snyder, Todd Feldman (Snyder's representative), Geof Darrow,
12 Geof Darrow's representatives, Nunnari, Goldman, Creative Artist's Agency's Bruce Vinokour
13 (L'Heureux's agent), Harris Miller, Jimmy Palmiotti, John Romita, Jr., and Warner Bros. executives
14 and representatives. All of these statements were untrue and were made by Defendants to interfere
15 with L'Heureux's relationship and agreements with Miller, Darrow, Nunnari, Goldman, and MGM,
16 to damage L'Heureux's reputation in the entertainment industry and to further harm L'Heureux's
17 relationships with other prospective clients and his ability to produce future projects.

18 60. With knowledge of L'Heureux's contracts regarding Hard Boiled, including his
19 agreements with Miller to produce Hard Boiled, his agreements with Geof Darrow to produce Hard
20 Boiled, his agreement with Nunnari and Goldman to produce and package Hard Boiled with Warner
21 Bros. and MGM, and his agreements with Warner Bros. and MGM to produce Hard Boiled
22 (collectively the "Hard Boiled Agreements"), Defendants and each of them have engaged in a
23 systematic campaign to, and have interfered with, L'Heureux's Hard Boiled Agreements and the
24 prospective economic advantage he hopes and expects to enjoy from the Hard Boiled Agreements
25 and to injure and destroy his reputation in the entertainment industry by defaming L'Heureux as
26 alleged herein, demanding that his compensation under these agreements be modified and reduced,
27 demanding that his participation in the production of the Hard Boiled be reduced or eliminated and
28 by falsely asserting that L'Heureux has no rights in Hard Boiled and that he cease and desist all

1 efforts to perform under the Hard Boiled Agreements or otherwise.

2 **FIRST CAUSE OF ACTION**

3 **DEFAMATION**

4 **(AGAINST ALL DEFENDANTS)**

5 61. L’Heureux incorporates by reference each and every allegation set forth in
6 Paragraphs 1-60.

7 62. As alleged herein, within one year and continuing, Defendants and each of them have
8 made false, misleading and defamatory statements to third parties—including but not limited to
9 Michael De Luca (Chairman of MGM’s Motion Picture Group), other MGM executives and
10 representatives, David Ellison (Founder and CEO of Skydance Media), Jun Oh (President, Global
11 Busines & Legal Affairs of Skydance Media), “A List” directors Louis Leterrier and Zack Snyder,
12 Todd Feldman (Zack Snyder’s representative), Creative Artist Agency’s Bruce Vinokour
13 (L’Heureux’s agent), Geof Darrow, Geof Darrow’s representatives, Jimmy Palmiotti, John Romita,
14 Jr., Harris Miller, and representatives of Legendary, including Nick Pepper (Head of Television),
15 Mary Parent (Vice Chairman of World Wide Production), Natalie Viscuso, Zachary Smith, and
16 Mark Mazie —regarding L’Heureux, including but not limited to statements that L’Heureux does
17 not own the rights to Sin City and that L’Heureux does not own the rights to Sin City TV.

18 63. As alleged herein, within one year and continuing, Defendants and each of them have
19 made false, misleading and defamatory statements to third parties—including but not limited to
20 Michael De Luca (Chairman of MGM’s Motion Picture Group), other MGM executives and
21 representatives of MGM, Zack Snyder, Todd Feldman (Snyder’s representative) Geof Darrow, Geof
22 Darrow’s representatives, Nunnari, Goldman, Bruce Vinokour (“L’Heureux’s agent), representatives
23 of Warner Bros., Harris Miller, Jimmy Palmiotti and John Romita, Jr. —regarding L’Heureux,
24 including but not limited to statements that L’Heureux does not have the right to produce Hard
25 Boiled and L’Heureux does not have the right to package and develop Hard Boiled media
26 adaptations.”

27 64. Defendants knew or should have known that the statements they made were false in
28 that:

- 1 (a) Miller entered into the Sin City Rights Agreement and accepted the compensation for his
- 2 assignment of all rights in Sin City to L'Heureux;
- 3 (b) Miller entered into agreements in which he acknowledged L'Heureux's rights in Sin City;
- 4 (c) Miller entered into the Sin City TV Agreement and the Stipulation filed in the TWC
- 5 Bankruptcy in which he specifically acknowledged L'Heureux's reversion rights in Sin
- 6 City TV;
- 7 (d) Miller's representatives and attorneys have repeatedly acknowledged that L'Heureux
- 8 owns all rights in Sin City, including in Sin City TV;
- 9 (e) Miller's representatives and attorneys have acknowledged that Thomas has been making
- 10 false and misleading statements about L'Heureux; and
- 11 (f) Miller entered into the Hard Boiled Agreement and accepted the compensation for the
- 12 option paid by L'Heureux to Miller; and
- 13 (g) Defendants and their representatives and attorneys repeatedly acknowledged L'Heureux's
- 14 rights to produce Hard Boiled.

15 65. Defendants' false, misleading, and defamatory statements were not privileged and
16 were made with malicious intent to harm L'Heureux.

17 66. Defendants' false, misleading, and defamatory statements were made to cause and did
18 cause L'Heureux substantial monetary damage and emotional distress.

19 67. As a direct and consequential result of Defendants' wrongful conduct as alleged
20 herein, L'Heureux has suffered and continues to suffer monetary damages including but not limited
21 to lost revenue from existing contracts, loss of future revenue, damage to reputation, loss of good
22 will, and emotional distress in an amount to be proven at trial but estimated to be in excess of
23 \$25,000,000.00.

24 68. Defendants' conduct has caused and will continue to cause immediate and irreparable
25 injury to Plaintiff and will continue to damage Plaintiff unless enjoined by this Court. Plaintiff has
26 no adequate remedy at law for the continuing injury and harm.

27 69. Defendants' wrongful acts as alleged herein were done maliciously, oppressively,
28 with intent to defraud and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to an

1 award of punitive damages to punish and to make an example of Defendants and each of them.

2 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

3 **SECOND CAUSE OF ACTION**

4 **(INTENTIONAL INTERFERENCE WITH CONTRACTS)**

5 **(Against All Defendants)**

6 70. L'Heureux incorporates by reference each and every allegation set forth in
7 Paragraphs 1-69.

8 71. L'Heureux is informed and believes and thereon alleges that Defendants and each of
9 them knew or should have known of L'Heureux's Agreements regarding Sin City, including the Sin
10 City Rights Agreement and the Sin City TV Agreements, including the Legendary Sin City TV
11 Agreement and the Skydance Sin City TV Agreement and/or L'Heureux's Agreements regarding
12 Hard Boiled, including but not limited to L'Heureux's Hard Boiled Agreement, L'Heureux's
13 agreement with Geof Darrow, L'Heureux's agreement with Nunnari and Goldman, L'Heureux's
14 agreement with Warner Bros. and/or L'Heureux's agreement with MGM for the production of Hard
15 Boiled.

16 72. Defendants and each of them intended to and did interfere with one or more of
17 L'Heureux's contractual agreements with respect to Sin City, Sin City TV, and/or Hard Boiled as
18 alleged herein, including but not limited to interfering with L'Heureux's ability to perform under one
19 or more his agreements regarding Sin City, Sin City TV, and/or Hard Boiled and interfering with and
20 disrupting his contractual relationships under these agreements by committing the intentional acts
21 alleged herein, including but not limited to making the false, misleading, and defamatory statements
22 alleged herein.

23 73. Defendants' interference with L'Heureux's contracts and contractual relationship as
24 alleged herein was unlawful, improper, and unjustified.

25 74. As a direct and consequential result of Defendants interference with L'Heureux's
26 contracts and contractual relationships, L'Heureux has suffered and continues to suffer monetary
27 damages including but not limited to lost revenue from existing contracts, loss of future revenue,
28 damage to reputation, and loss of good will in an amount to be proven at trial but estimated to be in

1 excess of \$25,000,000.00.

2 75. Defendants' conduct has caused and will continue to cause immediate and irreparable
3 injury to Plaintiff and will continue to damage Plaintiff unless enjoined by this Court. Plaintiff has
4 no adequate remedy at law for the continuing injury and harm.

5 76. The Defendants' wrongful acts as alleged herein, were done maliciously,
6 oppressively, with intent to defraud and in conscious disregard of Plaintiff's rights, thereby entitling
7 Plaintiffs to an award of punitive damages to punish and to make an example of Defendants and
8 each of them.

9 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

10 **THIRD CAUSE OF ACTION**

11 **(INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE)**

12 **(AGAINST ALL DEFENDANTS)**

13 77. L'Heureux incorporates by reference each and every allegation set forth in Paragraph
14 1-76.

15 78. As alleged herein, L'Heureux had existing contractual and economic relationships
16 with respect to Sin City and Sin City TV, including but not limited to the Sin City Rights
17 Agreement, the Sin City TV Agreement, the Legendary Sin City TV Agreement and the Skydance
18 Sin City TV Agreement and with respect to Hard Boiled, including but not limited to the Hard
19 Boiled Agreement, the agreement with Nunnari and Goldman for the production of Hard Boiled, the
20 agreement with Geof Darrow for the production of Hard Boiled and/or the MGM Agreement for the
21 production of Hard Boiled with the prospect of receiving substantial revenue including but not
22 limited to rights payments, fixed compensation, contingent compensation, other compensation and
23 credits.

24 79. Based on L'Heureux's reputation as a producer in the entertainment industry, he has
25 the prospect of being retained as a producer on other film and television projects which would have
26 entitled L'Heureux to receive similar significant compensation and credit on future projects.

27 80. L'Heureux is informed and believes and thereon alleges that Defendants and each of
28 them were aware of these economic relationships and prospective relationships which L'Heureux

1 has and were further aware of the future economic benefit that L'Heureux would derive from those
2 relationships.

3 81. As alleged herein, Defendants and each of them committed intentional and wrongful
4 acts, including but not limited to making the false, misleading, and defamatory statements about
5 L'Heureux to the entertainment industry, studio representatives and other professionals and
6 individuals in the entertainment industry, including but not limited to Michael De Luca (Chairman of
7 MGM's Motion Picture Group), other MGM executives and representatives, David Ellison (Founder
8 and CEO of Skydance Media), Jun Oh (President, Global Business & Legal Affairs of Skydance
9 Media), "A List" directors Louis Leterrier and Zack Snyder, Todd Feldman (Zack Snyder's
10 representative), CAA's Bruce Vinokour (L'Heureux's agent), Geof Darrow, Geof Darrow's
11 representatives, Jimmy Palmiotti, John Romita, Jr., Harris Miller, and representatives of Legendary,
12 including Nick Pepper (Head of Television), Mary Parent (Vice Chairman of World Wide
13 Production), Natalie Viscuso, Zachary Smith, and Mark Mazie, which intentional acts were designed
14 to and did disrupt L'Heureux's economic relationship under the existing agreements as alleged and
15 further harmed L'Heureux's reputation and his ability to promote, develop and/or produce projects
16 in the entertainment industry in the future.

17 82. The Defendants in fact disrupted L'Heureux's economic relationships under the
18 agreements as alleged herein, his reputation and his ability to pitch projects pursuant to those
19 agreements, and to develop and/or produce projects in the entertainment industry in the future.

20 83. The Defendants' interference with L'Heureux's economic relationships as alleged
21 herein, with respect to his reputation and with respect to obtaining new business and clients, was
22 accomplished through improper means, including, but not limited to: interference with contract, false
23 and misleading statements, defamation, and other acts described more fully herein.

24 84. As a direct and consequential result of the interference by Defendants with
25 L'Heureux's contracts, contractual relationships, and prospective economic advantage, L'Heureux
26 has suffered and continues to suffer monetary damages including but not limited to lost revenue
27 from existing contracts, loss of future revenue, damage to reputation, and loss of good will in an
28 amount to be proven at trial but estimated to be in excess of \$25,000,000.00.

1 85. Defendants' conduct has caused and will continue to cause immediate and irreparable
2 injury to Plaintiff and will continue to damage Plaintiff unless enjoined by this Court. Plaintiff has
3 no adequate remedy at law for the continuing injury and harm.

4 86. Defendants' wrongful acts as alleged herein were done maliciously, oppressively,
5 with intent to defraud and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to an
6 award of punitive damages to punish and to make an example of Defendants and each of them.

7 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

8 **FOURTH CAUSE OF ACTION**

9 **(NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE)**

10 **(AGAINST ALL DEFENDANTS)**

11 87. L'Heureux incorporates by reference each and every allegation set forth in Paragraph
12 1-86.

13 88. As alleged here, L'Heureux had existing contractual and economic relationships, with
14 respect to Sin City, including but not limited to the Sin City Rights Agreement, the Sin City TV
15 Agreement, the Legendary Sin City TV Agreement and the Skydance TV Agreement, and with
16 respect to Hard Boiled, including but not limited to the Hard Boiled Agreement, the agreement with
17 Nunnari and Goldman for the production of Hard Boiled, the agreement with Geof Darrow for the
18 production of Hard Boiled and/or the MGM Agreement for the production of Hard Boiled with the
19 prospect of receiving substantial revenue, including rights payments, fixed compensation, contingent
20 compensation and credits.

21 89. Based on L'Heureux's reputation as a producer in the entertainment industry, he has
22 the prospect of being retained as a producer on other film and television projects which would have
23 entitled L'Heureux to receive similar significant compensation and credit on future projects.

24 90. L'Heureux is informed and believes and thereon alleges that Defendants and each of
25 them were aware or should have been aware of these economic relationships and prospective
26 relationships which L'Heureux has and were further aware or should have been aware of the future
27 economic benefit that L'Heureux would derive from those relationships.

28 91. As alleged herein, Defendants and each of them committed wrongful acts, including

1 but not limited to making the false, misleading and defamatory statements about L'Heureux to the
2 entertainment industry, studio executives and representatives, other professionals and individuals in
3 the entertainment industry, including but not limited to Michael De Luca (Chairman of MGM's
4 Motion Picture Group), other MGM executives and representatives, David Ellison (Founder and
5 CEO of Skydance Media), Jun Oh (President, Global Business & Legal Affairs of Skydance Media),
6 "A List" directors Louis Leterrier and Zack Snyder, Todd Feldman (Zack Snyder's representative),
7 CAA's Bruce Vinokour (L'Heureux's agent), Geof Darrow, Geof Darrow's representatives, Jimmy
8 Palmiotti, John Romita, Jr., Harris Miller and representatives of Legendary, including Nick Pepper
9 (Head of Television), Mary Parent (Vice Chairman of World Wide Production), Natalie Viscuso,
10 Zachary Smith and Mark Mazie, and issuing the press releases alleged herein, which acts disrupted
11 L'Heureux's economic relationship under the existing agreements as alleged and further harmed
12 L'Heureux's reputation and his ability to promote, develop and/or produce projects in the
13 entertainment industry in the future.

14 92. Defendants knew or should have known that L'Heureux's economic relationships
15 would be disrupted if they failed to act with reasonable care.

16 93. Defendants in fact failed to act with reasonable care and disrupted L'Heureux's
17 economic relationships under the agreements as alleged herein, his reputation and his ability to pitch
18 projects pursuant to those agreements, and to develop and/or produce projects in the entertainment
19 industry in the future.

20 94. Defendants' interference with L'Heureux's economic relationships as alleged herein,
21 with respect to his reputation and with respect to obtaining new business and clients, was
22 accomplished through improper means, including, but not limited to: interference with contract, false
23 and misleading statements, defamation, and other acts described more fully herein.

24 95. As a direct and consequential result of the interference by Defendants with
25 L'Heureux's contracts, contractual relationships, and prospective economic advantage, L'Heureux
26 has suffered and continues to suffer monetary damages including but not limited to lost revenue
27 from existing contracts, loss of future revenue, damage to reputation, and loss of good will in an
28 amount to be proven at trial but estimated to be in excess of \$25,000,000.00.

1 96. Defendants' conduct has caused and will continue to cause immediate and irreparable
2 injury to Plaintiff and will continue to damage Plaintiff unless enjoined by this Court. Plaintiff has
3 no adequate remedy at law for the continuing injury and harm.

4 97. The Defendants' wrongful acts as alleged herein, were done maliciously,
5 oppressively, with intent to defraud and in conscious disregard of L'Heureux's rights, thereby
6 entitling L'Heureux to an award of punitive damages to punish and to make an example of
7 Defendants and each of them.

8 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

9 **FIFTH CAUSE OF ACTION**

10 **(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)**

11 **(AGAINST MILLER, THOMAS AND FMI)**

12 98. L'Heureux incorporates by reference each and every allegation set forth in Paragraph
13 1-97.

14 99. The agreements entered into between Miller and/or FMI and L'Heureux pursuant to
15 which L'Heureux obtained the Sin City Rights and the Hard Boiled Rights are legal, existing, and
16 enforceable contracts entered into between L'Heureux and Defendants Miller and FMI.

17 100. Pursuant to the Agreements, Miller and FMI were required to do nothing that would
18 interfere with L'Heureux's right to enjoy the benefits flowing from these agreements regarding Sin
19 City, Sin City TV and/or Hard Boiled.

20 101. Miller and FMI knew or should have known that he was required to do nothing to
21 interfere with L'Heureux's right to enjoy the benefits flowing from the Sin City, Sin City TV and/or
22 Hard Boiled Agreements.

23 102. Instead, Miller, individually and on behalf of FMI, and Thomas, acting on behalf of
24 FMI, have schemed to deprive L'Heureux of the benefit of his bargains by falsely stating that
25 L'Heureux does not have the Sin City Rights, the Sin City TV Rights, and the Hard Boiled Rights
26 that he obtained by virtue of his Agreements with Miller and FMI regarding Sin City, Sin City TV,
27 and Hard Boiled.

28 103. Miller, individually and on behalf of FMI, Thomas on behalf of FMI, and FMI have

1 breached the covenant of good faith and fair dealing implied into every contract by falsely stating to
2 third parties that L'Heureux does not have agreements which give him the Sin City Rights, the Sin
3 City TV Rights, and Hard Boiled Rights where such statements are false and further demanding that
4 L'Heureux's compensation under these agreements must be reduced or eliminated, that L'Heureux
5 be removed as a producer from these projects and/or that L'Heureux not receive a credit as a
6 producer on these projects.

7 104. As a direct, proximate, and foreseeable result of the breach of the covenant of good
8 faith and fair dealing implied into the Agreements by which L'Heureux obtained the Sin City Rights,
9 the Sin City TV Rights, and/or the Hard Boiled Rights, Miller, individually and on behalf of FMI,
10 Thomas, on behalf of FMI, and FMI, L'Heureux has suffered and continues to suffer monetary
11 damages including but not limited to lost revenue from existing contracts, loss of future revenue,
12 damage to reputation, and loss of good will, in an amount to be proven at trial but estimated to be in
13 excess of \$25,000,000.00.

14 WHEREFORE, L'Heureux prays for judgment against Defendants as set forth below.

15 **PRAYER FOR RELIEF**

16 L'Heureux demands judgment against the Defendants as follows:

- 17 1. With respect to the First Cause of Action:
- 18 a. For compensatory damages, including lost revenue, loss of future revenue,
19 damage to reputation, loss of good will, and emotional distress in an amount
20 to be proven at trial but estimated to be in excess of \$25,000,000;
- 21 b. For emotional distress damages attributable to Defendants' unlawful conduct;
- 22 c. For exemplary damages;
- 23 d. For an award of allowable costs as authorized by law;
- 24 e. For an injunction prohibiting the unlawful conduct complained of herein from
25 continuing; and
- 26 f. For such other and further relief as the nature of this action may require and/or
27 that the Court deems just and proper.
- 28 2. With respect to the Second Cause of Action:

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- a. For compensatory damages, including lost revenue, loss of future revenue, damage to reputation, and loss of good will in an amount to be proven at trial but estimated to be in excess of \$25,000,000;
 - b. For exemplary or punitive damages in an amount to be awarded at trial;
 - c. For an award of allowable costs as authorized by law;
 - d. For an injunction prohibiting the unlawful conduct complained of herein from continuing; and
 - e. For such other and further relief as the nature of this action may require and/or that the Court deems just and proper.
3. With respect to the Third Cause of Action:
- a. For compensatory damages including lost revenue, loss of future revenue, damage to reputation, and loss of good will in an amount to be proven at trial but estimated in excess of \$25,000,000;
 - b. For exemplary damages in an amount to be awarded at trial;
 - c. For an award of allowable costs as authorized by law;
 - d. For an injunction prohibiting the unlawful conduct complained of herein from continuing; and
 - e. For such other and further relief as the nature of this action may require and/or that the Court deems just and proper.
4. With respect to the Fourth Cause of Action:
- a. For compensatory damages including lost revenue, loss of future revenue, damage to reputation, and loss of good will in an amount to be proven at trial but estimated to be in excess of \$25,000,000;
 - b. For exemplary damages in an amount to be awarded at trial;
 - c. For an award of allowable costs as authorized by law;
 - d. For an injunction prohibiting the unlawful conduct complained of herein from continuing; and
 - e. For such other and further relief as the nature of this action may require and/or

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that the Court deems just and proper.

5. With respect to the Fifth Cause of Action:

- a. For compensatory damages including lost revenue, loss of future revenue, damage to reputation, and loss of good will in an amount to be proven at trial but estimated to be in excess of \$25,000,000;
- b. For an award of allowable costs as authorized by law; and
- c. For such other and further relief as the nature of this action may require and/or that the Court deems just and proper.

DEMAND FOR JURY TRIAL

L'Heureux demands a trial by jury on all issues which are to be tried to the jury as provided by law.

Dated: July 27, 2020

PILLSBURY WINTHROP SHAW PITTMAN LLP



By: KENNETH E. KELLER
CHRISTOPHER STRETCH
VIJAY K. TOKE
ALEKZANDIR MORTON

Attorneys for Plaintiff
STEPHEN L'HEUREUX