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2009 SEP 15 AM 10: 29  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 LOS ANGELES

BY \_\_\_\_\_

Attorneys for Plaintiffs GREG D. CROWDER and TONY FREITAS

8 **UNITED STATES DISTRICT COURT**  
 9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 GREG D. CROWDER, an individual;  
 TONY FREITAS, an individual,

12 Plaintiffs,

13 v.

14 NBC UNIVERSAL, INC., a Delaware  
 15 corporation; SCOTT STUBER  
 PRODUCTIONS, INC., a California  
 16 corporation; BRANDON CAMP, an  
 individual; MIKE THOMPSON, an  
 17 individual; and DOES 1 through 10,

18 Defendants.

CASE NO. **6V09-6681** ODW (AGR)

COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT
2. VIOLATION OF LANHAM ACT
3. BREACH OF IMPLIED CONTRACT
4. PRELIMINARY AND PERMANENT INJUNCTION
5. DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

21 Plaintiffs GREG D. CROWDER and TONY FREITAS (hereinafter collectively  
 22 “Plaintiffs”) complain and allege as follows:

24 **ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

25 **INTRODUCTION**

26 1. This lawsuit concerns one of the most flagrant acts of plagiarism in recent  
 27 film history. Plaintiffs’ screenplay entitled “Truth” was read, re-read, and read again by  
 28 high-level Universal Pictures executives, who loved the script, but wanted to turn

1 "Truth" into a romantic drama. And that is exactly what Universal did, to wit: turn  
2 "Truth" into a romantic drama – this one entitled "Love Happens," starring Jennifer  
3 Aniston and Aaron Eckhart, which is scheduled to be released on September 18, 2009.

4  
5 **PARTIES**

6 2. Plaintiffs are, and at all times herein mentioned were, individuals, residing  
7 in the State of California, County of Los Angeles.

8 3. Plaintiffs are informed and believe and, based upon such information and  
9 belief, allege that Defendant NBC UNIVERSAL, INC. (hereinafter "Universal") is, and  
10 at all times herein mentioned was, a corporation, organized and existing under the laws  
11 of the State of Delaware, and is, and at all times herein mentioned was, doing business in  
12 the State of California, County of Los Angeles.

13 4. Plaintiffs are informed and believe and, based upon such information and  
14 belief, allege that Defendant SCOTT STUBER PRODUCTIONS, INC. (hereinafter  
15 "Stuber") is, and at all times herein mentioned was, a corporation, organized and existing  
16 under the laws of the State of California, and is, and at all times herein mentioned was,  
17 doing business in the State of California, County of Los Angeles.

18 5. Plaintiffs are informed and believe and, based upon such information and  
19 belief, allege that Defendant BRANDON CAMP (hereinafter "Camp") is, and at all  
20 relevant times herein mentioned was, an individual, residing in the State of California,  
21 County of Los Angeles.

22 6. Plaintiffs are informed and believe and, based upon such information and  
23 belief, allege that Defendant MIKE THOMPSON (hereinafter "Thompson") is, and at all  
24 relevant times herein mentioned was, an individual, residing in the State of California,  
25 County of Los Angeles.

26 7. Plaintiffs are informed and believe and, based upon such information and  
27 belief, allege that DOES 1 through 5 are, and at all times herein mentioned were,  
28 corporations, partnerships, or other business entities, which were and are legally

1 responsible and liable for the acts, omissions, and events referred to in this Complaint.

2 8. Plaintiffs are informed and believe and, based upon such information and  
3 belief, allege that DOES 6 through 10 are, and at all times herein mentioned were,  
4 individuals, who were and are legally responsible and liable for the acts, omissions, and  
5 events referred to in this Complaint.

6 9. Plaintiff are ignorant of the true names and capacities of Defendants sued  
7 herein as DOES 1 through 10, inclusive, and therefore sues said Defendants under such  
8 fictitious names. Plaintiffs will seek leave to amend this Complaint to allege their true  
9 names and capacities when the same have been ascertained.

10 10. Plaintiffs are informed and believe and, based on such information and  
11 belief, allege that Defendants, and each of them, are, and at all times herein mentioned  
12 were, the alter egos, agents, employees, partners, joint-venturers, co-conspirators,  
13 owners, principals, and employers of the remaining Defendants, and each of them, and  
14 are, and at all times herein mentioned were, acting within the course and scope of that  
15 agency, employment, partnership, conspiracy, ownership, or joint-venture. Plaintiffs are  
16 further informed and believe and, based upon such information and belief, allege that the  
17 acts and conduct herein alleged of each such Defendant were known to, authorized by,  
18 and/or ratified by the other Defendants, and each of them.

19  
20 **JURISDICTION AND VENUE**

21 11. Jurisdiction is conferred upon this Court pursuant to 17 U.S.C. Sections 101  
22 *et seq.*, 28 U.S.C. Sections 1332 and 1338, and the supplemental, ancillary and/or  
23 pendant jurisdiction of this Court.

24 12. Venue is proper in this District pursuant to 28 U.S.C. Section 1391, in that  
25 the unlawful acts and violations hereinafter described have been and are presently being  
26 carried out and made effective within the boundaries of the Central District of California.

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**FIRST CLAIM FOR RELIEF**

**(For Copyright Infringement – Against All Defendants)**

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2  
3 13. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraph 1  
4 through 12, inclusive, hereinabove.

5 14. Plaintiff Crowder has been a screenwriter and film producer for ten years.  
6 In addition, he is one of the founders of the production company, Six Reel Pictures. In  
7 addition to writing and producing, he worked as an associate casting director on several  
8 films including “Michael Landon, The Father I Knew” and “Blowback.” Plaintiff  
9 Crowder also worked as an associate casting director with Barbara Shannon Casting,  
10 CSA for approximately five years, casting national commercial campaigns for AOL,  
11 Buick, and Chevy. In addition to his film and commercial work, Plaintiff Crowder  
12 worked as a professional photographer for over fifteen years, shooting, among other  
13 things, headshots for actors, actresses, and models.

14 15. Plaintiff Crowder has produced three short firms, entitled “Niche,” “Boy  
15 Called Fish,” and “Hank and Edgar” under the Six Reel Pictures banner, the first two of  
16 which he also wrote. All three short films had extensive festival runs, and “Niche” went  
17 on to win several awards including: Best Film Award - Image Fest, April 2003; Best  
18 Film and People’s Choice Award - Florida Film Festival, Ft. Myers Beach; Best Film  
19 and The Remi Award - Houston World Fest, May 2003; Best Film Award - Newport  
20 Beach Film Festival, May 2003; Best Comedy Short Award - HD International Film  
21 Festival, May 2003; Best Film/Best Actor Awards - Method Fest, 2003.

22 16. In or about June of 2004, Plaintiff Crowder wrote a screenplay entitled  
23 “Truth Tells No Lies.” In January of 2005, he registered “Truth Tells No Lies” with the  
24 Writers Guild of America (“WGA”). A true and correct copy of the Documentation of  
25 Registration from the WGA is attached hereto as Exhibit “A,” and is incorporated herein  
26 by this reference as though set forth in full.

27 17. In or about May of 2005, Plaintiff Crowder collaborated with Plaintiff  
28 Freitas in rewriting “Truth Tells No Lies.” When the script was rewritten, Plaintiffs

1 decided to change the title of the script to "Truth" (hereinafter "Plaintiffs' Screenplay").  
2 Plaintiffs' Screenplay was registered with the U.S. Copyright Office on August 20, 2009,  
3 Registration No. PAu 3-404-651. A true and correct copy of the Certificate of  
4 Registration for Plaintiffs' Screenplay is attached hereto as Exhibit "B," and is  
5 incorporated herein by this reference as though set forth in full.

6 18. Plaintiff Crowder is currently in the process of obtaining financing and  
7 attachments for two of the feature length screenplays that he has written or co-written,  
8 entitled "Cactus" and "The Family." "Cactus" was initially optioned by Wild Bear  
9 Films, LLC for two years, and was shopped with acclaimed director Eitan Gorlin  
10 attached. Plaintiff Crowder is currently producing "Cactus" himself, with Rene Bastian  
11 ("TransAmerica," "A Guide To Recognizing Your Saints," and "Funny Games") of  
12 Belladonna Productions, and Jeff Rice ("The Watcher," "Irene Sindler," and "Slightly  
13 Single In L.A.") of Jeff Rice Films, executive producing, and with Rick Pagano ("Hotel  
14 Rwanda," "X-Men The Last Stand," "88 Minutes," and "24" (season six)) set as the  
15 casting director. "The Family" is currently being shopped to independent financiers,  
16 mini-majors, and major studios for consideration.

17 19. On May 24, 2006, as part of his work as a professional photographer,  
18 Plaintiff Crowder was photographing a young actress named Shannon Hand. Ms. Hand  
19 told him that she was dating Scott Bernstein, who was, at the time, the Vice President of  
20 Production for Universal Pictures, which Plaintiffs are informed and believe is a division  
21 of Defendant Universal. During their conversations, Ms. Hand mentioned that, if there  
22 were any projects or screenplays that Plaintiff Crowder felt would be appropriate for  
23 Universal or Rogue Pictures (which, at the time, was also owned by Universal), that she  
24 would read them and, if she thought that Mr. Bernstein might be interested, she would  
25 pass them on to him.

26 20. Plaintiff Crowder gave her two screenplays to read and pass on, Plaintiffs'  
27 Screenplay and one entitled "Deep South." Ms. Hand read the screenplays, and  
28 ultimately gave both of them to Mr. Bernstein. On or about June 1, 2006, Ms. Hand

1 subsequently contacted Plaintiff Crowder, and told him that Mr. Bernstein wanted to  
2 meet with him, and wanted to invite him and his fiancée to a premiere of a Universal  
3 film. At the premiere, Mr. Bernstein asked Plaintiff Crowder to come into his office for  
4 a meeting to discuss both projects.

5 21. On July 11, 2006, Plaintiff Crowder and his manager went to Mr.  
6 Bernstein's office, and met with him regarding Plaintiffs' Screenplay. At that time, Mr.  
7 Bernstein reiterated that he really liked Plaintiffs' Screenplay, and asked about the origin  
8 of the project.

9 22. Plaintiff Crowder went into great detail about how Plaintiffs' Screenplay  
10 was written from Plaintiff Crowder's feeling that a self help guru with a secret past, but  
11 with a great message, could really be a winning script, to which a mass audience would  
12 be drawn, especially in trying times.

13 23. Mr. Bernstein indicated that Plaintiffs' Screenplay was a very well written  
14 screenplay, but that it was too small for Universal to produce. He further indicated that  
15 the typical budget for films that get made by Universal was \$25 Million and above. He  
16 also stated that, although he liked the script very much, it was a little dark in tone, and  
17 that, if it were rewritten to be a romantic drama or a romantic comedy with a budget in  
18 the range of \$25 - \$40 Million, Universal would be interested in producing the film.

19 24. Plaintiff Crowder and his manager advised Mr. Bernstein that, if Universal  
20 was willing to purchase the project or pay for a rewrite, Plaintiff Crowder would be  
21 willing to discuss the project further. At that point, Mr. Bernstein said that he would  
22 think about the project and get back to them.

23 25. Plaintiff Crowder and Mr. Bernstein went out for a few dinners together to  
24 discuss Plaintiffs' Screenplay and other project ideas that Plaintiff Crowder had for  
25 possible films. Mr. Bernstein again reiterated how much he liked Plaintiffs' Screenplay,  
26 and that it was a smart, well-crafted script, but that Universal would not be interested in  
27 it as long as it maintained its dark tone. However, because Universal would not agree to  
28 purchase the project or pay for the rewrite, there were no further communications

1 between Universal and Plaintiff Crowder concerning Plaintiffs' Screenplay.

2 26. Approximately three years later, Plaintiff Crowder submitted Plaintiffs'  
3 Screenplay to Eleven Eleven Films. On August 2, 2009, Plaintiff Crowder received a  
4 call advising him that one of the representatives of Eleven Eleven Films was concerned  
5 that Plaintiff Crowder might have stolen a project entitled "Traveling" (the title of which  
6 was later changed to "Love Happens") (hereinafter the "Infringing Film"), which was  
7 about to be released by Universal, and which was produced by Defendant Stuber, and  
8 produced and purportedly written by Defendants Camp and Thompson.

9 27. Since the date of creation, Plaintiffs have not transferred or conveyed any  
10 rights whatsoever with respect to Plaintiffs' Screenplay to any of the Defendants (or  
11 anyone else) for any purpose.

12 28. Plaintiffs are informed and believe and, based upon such information and  
13 belief, allege that, commencing in or about 2008, Defendants, and each of them,  
14 produced the Infringing Film, and are about to release the film internationally on  
15 September 18, 2009. The Infringing Film was copied from Plaintiffs' Screenplay.

16 29. Defendants' copying of Plaintiffs' Screenplay, and their distribution of the  
17 Infringing Film, constitute wilful copyright infringement within the meaning of 17  
18 U.S.C. Section 504(c)(2).

19 30. As a direct and proximate result of Defendants' infringement of Plaintiffs'  
20 copyright, as alleged herein, Plaintiffs have been damaged in the amount of at least \$2  
21 Million, together with interest thereon at the legal rate. When Plaintiffs ascertains the  
22 exact amount of said damages, they will seek leave of Court to amend this Complaint to  
23 set forth said amount.

24 31. In accordance with 17 U.S.C. Section 504, as a further direct and proximate  
25 result of the foregoing copyright infringement by Defendants, and each of them,  
26 Plaintiffs are also entitled to recover all profits earned by Defendants, and each of them,  
27 that are attributable to the infringement of the copyright of Plaintiffs' Screenplay, which  
28 profits Plaintiffs expect to be in excess of One Hundred Million Dollars

1 (\$100,000,000.00).

2 32. As a further direct and proximate result of the foregoing copyright  
3 infringement by Defendants, and each of them, Plaintiffs have been compelled to retain  
4 the services of an attorney in order to prosecute their rights under the Copyright Act. As  
5 a result, Plaintiffs have incurred and will continue to incur substantial attorneys' fees. In  
6 accordance with 17 U.S.C. Section 505, Plaintiffs are entitled to an award of their  
7 reasonable attorneys' fees.

8 33. In accordance with 17 U.S.C. Section 504(c)(2), as a further direct and  
9 proximate result of Defendants' wilful acts of copyright infringement, Plaintiffs are  
10 alternatively entitled to an award of the maximum statutory damages under that Section,  
11 in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for each act of  
12 infringement.

13  
14 **SECOND CLAIM FOR RELIEF**

15 **(For Violation Of Lanham Act – Against All Defendants)**

16 34. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraph 1  
17 through 12, inclusive, and 14 through 29, inclusive, hereinabove.

18 35. The release and distribution of the Infringing Film by Defendants, and each  
19 of them, along with their representation that they have the rights to own, copy,  
20 disseminate, and distribute the Film, constitute a willful and deliberate false designation  
21 of origin and a false representation, and is likely to cause confusion, mistake, or  
22 deception by inducing the impression among purchasers, potential purchasers, and the  
23 public in general that the Infringing Film was authored by Defendants, or that the release  
24 and/or distribution of the Infringing Film was and is in some manner approved, licensed,  
25 or sponsored by Plaintiffs.

26 36. Defendants, and each of them, by engaging in the foregoing acts, among  
27 others, have violated the Lanham Act, 15 U.S.C. Section 1125(a).

28 37. As a direct and proximate result of the aforementioned acts of the



1 Defendants, and each of them, Plaintiffs have been damaged in an amount which has yet  
2 to be ascertained, including consequential and incidental damages, costs and interest,  
3 which amount is in excess of Two Million Dollars (\$2,000,000.00). When Plaintiffs  
4 ascertain the exact amount of said damages, they will seek leave of Court to amend this  
5 Complaint to set forth said amount.

6  
7 **THIRD CLAIM FOR RELIEF**

8 **(For Breach Of Implied Contract – Against Defendant Universal)**

9 38. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraph 1  
10 through 12, inclusive, and 14 through 29, inclusive, hereinabove.

11 39. Plaintiffs submitted Plaintiffs' Screenplay and disclosed their ideas  
12 concerning the production of a film based upon Plaintiffs' Screenplay to Defendant  
13 Universal, pursuant to an oral agreement, an implied term of which was that Plaintiffs  
14 would disclose Plaintiffs' Screenplay and their ideas concerning the production of a film  
15 to Defendant Universal, and Defendant Universal would accept such disclosure on the  
16 condition that, prior to any use being made of Plaintiffs' Screenplay and Plaintiffs' ideas,  
17 Defendant Universal would seek and obtain the permission therefor from Plaintiffs.

18 40. In addition, a further implied term of such oral agreement was that, if any  
19 use of Plaintiffs' Screenplay and/or Plaintiffs' ideas were made by the Defendant  
20 Universal, it would compensate Plaintiffs for such use, both monetarily (including, but  
21 not limited to, writing fees, producing fees, and profits) and with customary and required  
22 screen credits.

23 41. Plaintiffs submitted Plaintiffs' Screenplay and disclosed their ideas to  
24 Defendant Universal subject to said custom, and subject to the implied contractual  
25 obligation that Defendant Universal would compensate Plaintiffs, and would give to  
26 Plaintiffs the appropriate and customary credits regarding the creation of the film.

27 42. Defendant Universal knew, or should have known, the conditions upon  
28 which the submission and disclosure were being made before the submission and

1 disclosure were made. Defendant Universal voluntarily accepted the submission of  
2 Plaintiffs' Screenplay and the disclosure of Plaintiffs' ideas concerning the production of  
3 a film on Plaintiffs' terms, and thereby impliedly agreed to pay Plaintiffs for any of their  
4 ideas that they might use, and provide compensation and credit in accordance with  
5 custom and practice in the industry.

6 43. Plaintiffs are informed and believe and, based upon such information and  
7 belief, allege that Defendant Universal has breached its obligations under the  
8 aforementioned implied oral agreement by using, appropriating, and copying Plaintiffs'  
9 Screenplay and their ideas without the permission of Plaintiffs, and by failing to  
10 compensate Plaintiffs for the use of Plaintiffs' Screenplay and ideas, as well as failing to  
11 afford any screen credits to Plaintiffs, thus constituting a further breach of the implied  
12 oral agreement.

13 44. Plaintiffs are informed and believe and, based upon such information and  
14 belief, allege that Defendant Universal has actually used Plaintiffs' Screenplay and their  
15 ideas in the Infringing Film; that is, Defendant Universal based said Infringing Film  
16 substantially on Plaintiffs' Screenplay and the ideas that were submitted by Plaintiffs, as  
17 alleged hereinabove, rather than basing the Infringing Film on Defendants' own ideas or  
18 ideas from other sources.

19 45. Plaintiffs have performed all of the covenants, conditions, and obligations  
20 that were required on their part to be performed under the aforementioned implied, oral  
21 agreement, except insofar as such performance was waived, prevented, or excused by the  
22 acts or omissions of Defendant Universal.

23 46. As a direct and proximate result of the aforementioned breaches by  
24 Defendant Universal, as alleged herein, Plaintiffs have been damaged in the amount  
25 which has yet to be ascertained, including consequential and incidental damages, costs  
26 and interest, which amount is in excess of Two Million Dollars (\$2,000,000.00), together  
27 with interest thereon at the legal rate of ten percent (10%) per annum. When Plaintiffs  
28 ascertain the exact amount of said damages, they will seek leave of Court to amend this

1 Complaint to set forth said amount.  
2

3 **FOURTH CLAIM FOR RELIEF**

4 **(For Preliminary and Permanent Injunction – Against All Defendants)**

5 47. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraph 1  
6 through 12, inclusive, 14 through 29, inclusive, 35 through 36, inclusive, and 39 through  
7 45, inclusive, hereinabove.

8 48. The wrongful acts and conduct of Defendants, and each of them, constitute  
9 a serious and substantial violation of Plaintiffs' rights under the laws of the United States  
10 and the State of California.

11 49. Plaintiffs is informed and believes and, based upon such information and  
12 belief, alleges that Defendants' conduct, including, but not limited to, the foregoing, has  
13 caused and will cause irreparable injury to Plaintiffs, which injury will continue as long  
14 as Defendants continue to exploit the Infringing Film. Such injury will be severe,  
15 substantial and continuing, and cannot be reasonably or adequately measured or  
16 compensated for by money damages alone.

17 50. Unless Defendants, and each of them, are preliminarily and permanently  
18 enjoined from any further exploitation of the Infringing Film, and unless the release of  
19 the Infringing Film is immediately enjoined, Plaintiffs will be irreparably and  
20 permanently injured by the irretrievable loss of the value of their copyrights, and by the  
21 loss of the ability to control the exploitation thereof.  
22

23 **FIFTH CLAIM FOR RELIEF**

24 **(For Declaratory Relief – Against All Defendants)**

25 51. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraph 1  
26 through 12, inclusive, 14 through 29, inclusive, 35 through 36, inclusive, and 39 through  
27 45, inclusive, hereinabove.

28 52. An actual controversy has arisen between Plaintiffs and Defendants, and

1 each of them, in that Defendants contend, and Plaintiffs denies, that Defendants own all  
2 rights, title, and interest in and to the copyright of the Infringing Film, and otherwise  
3 have the legal right to exploit the same.

4 53. Plaintiffs desires a judicial determination that:

5 (a) Plaintiffs own all rights, title, and interest in and to the copyright to  
6 Plaintiff's Screenplay;

7 (b) Those rights were never sold, assigned, or otherwise transferred to  
8 Defendants, or any of them;

9 (c) Defendants have no present or future rights to sell, distribute, or  
10 otherwise exploit Plaintiffs' Screenplay, or any portions or derivative works thereof;

11 (d) Defendants have no present or future rights to license, distribute, sell  
12 copies of, or otherwise exploit Plaintiffs' Screenplay, or any portions or derivative works  
13 thereof;

14 (e) The Infringing Film is a derivative work of Plaintiffs' Screenplay;  
15 and

16 (f) Plaintiffs own all rights, title, and interest in and to the copyright to  
17 the Infringing Film.

18  
19 WHEREFORE, Plaintiffs prays for judgment against Defendants, and each of  
20 them, as follows:

21  
22 **AS TO THE FIRST CLAIM FOR RELIEF:**

23 1. For compensatory damages in an amount to be proved at trial, which  
24 Plaintiffs have sustained and will sustain as a consequence of Defendants' infringement  
25 of Plaintiffs' copyright, which damages are in excess of \$2 Million, together with  
26 interest thereon at the maximum legal rate;

27 2. For an accounting by Defendants, and each of them, of all gains, profits and  
28 advantages derived by them, based upon their infringement of Plaintiffs' copyright;

1           3.     For all profits earned by Defendants, and each of them, that are attributable  
2 to the infringement of the copyright of Plaintiffs' Screenplay, which profits are expected  
3 to be in excess of \$100 Million.

4           4.     For an Order requiring Defendants, and each of them, to deliver up to be  
5 impounded during the pendency of this action, or to be destroyed, all copies of the  
6 Infringing Film, in all configurations, as well as any and all advertising, marketing,  
7 and/or promotional materials, posters, or packaging which refer to the Infringing Film;

8           5.     In the alternative, for \$150,000.00 in statutory damages per violation for a  
9 wilful infringement, in accordance with 17 U.S.C. Section 504(c)(2).

10          6.     For reasonable attorneys' fees in an amount to be proved at trial, in  
11 accordance with 17 U.S.C. Section 505;

12  
13 **AS TO THE SECOND CLAIM FOR RELIEF:**

14          7.     For compensatory damages in an amount to be proved at trial, which  
15 Plaintiffs have sustained as a consequence of Defendants' violation of the Lanham Act,  
16 which damages are in excess of \$2 Million, together with interest thereon at the  
17 maximum legal rate;

18          8.     For an accounting by Defendants, and each of them, of all gains, profits and  
19 advantages derived by them, based upon their violation of the Lanham Act.

20          9.     For all profits earned by Defendants, and each of them, that are attributable  
21 to Defendants' violation of the Lanham Act, which profits are expected to be in excess of  
22 \$100 Million.

23  
24 **AS TO THE THIRD CLAIM FOR RELIEF:**

25          10.    For compensatory damages in an amount to be proved at trial, which  
26 Plaintiffs have sustained and will sustain as a consequence of Defendant Universal's  
27 breach of implied contract, which damages are in excess of \$2 Million, together with  
28 interest thereon at the maximum legal rate;

1 **AS TO THE FOURTH CLAIM FOR RELIEF:**

2 11. For a temporary, preliminary and permanent injunction precluding  
3 Defendants, and each of them, and their agents, servants, employees, subsidiaries,  
4 affiliates, officers, directors, representatives, attorneys, successors, and assigns, and  
5 anyone acting in concert with them, from:

6 (a) Selling, attempting to sell, causing to be sold, offering for sale,  
7 copying, reproducing, publishing, disseminating, distributing, circulating, promoting,  
8 marketing, manufacturing copies of, and/or advertising, the Infringing Film and/or any  
9 portions thereof;

10 (b) Permitting others to sell, attempt to sell, cause to be sold, offer for  
11 sale, copy, reproduce, publish, disseminate, distribute, circulate, promote, market,  
12 manufacture copies of, and/or advertise, the Infringing Film and/or any portions thereof;

13 (c) Copying, reproducing, publishing, disseminating, distributing, or  
14 circulating advertising, promotional material, or packaging referring to the Infringing  
15 Film and/or any portions thereof;

16 (d) Permitting others to copy, reproduce, publish, disseminate, distribute,  
17 and/or circulate advertising, promotional material, or packaging referring to the  
18 Infringing Film and/or any portions thereof;

19 (e) Taking orders for any copies of the Infringing Film and/or any  
20 portions thereof;

21 (f) Shipping copies of the Infringing Film and/or any portions thereof to  
22 anyone; and

23 (g) To make all reasonable efforts to retrieve from wholesale and retail  
24 purchasers any and all copies of the Infringing Film, and immediately to deliver the same  
25 to the U.S. Marshal or other person designated by the Court to be impounded and  
26 maintained in a designated place during the pendency of this action.

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1 **AS TO THE FIFTH CLAIM FOR RELIEF:**

2 12. For a judicial determination that:

3 (a) Plaintiffs own all rights, title, and interest in and to the copyright to  
4 Plaintiff's Screenplay;

5 (b) Those rights were never sold, assigned, or otherwise transferred to  
6 Defendants, or any of them;

7 (c) Defendants have no present or future rights to sell, distribute, or  
8 otherwise exploit Plaintiffs' Screenplay, or any portions or derivative works thereof;

9 (d) Defendants have no present or future rights to license, distribute, sell  
10 copies of, or otherwise exploit Plaintiffs' Screenplay, or any portions or derivative works  
11 thereof;

12 (e) The Infringing Film is a derivative work of Plaintiffs' Screenplay;  
13 and

14 (f) Plaintiffs own all rights, title, and interest in and to the copyright to  
15 the Infringing Film.

16  
17 **AS TO ALL CLAIMS FOR RELIEF:**

18 13. For costs of suit herein incurred; and

19 14. For such other and further relief as the Court deems just and proper.  
20

21 DATED: September 14, 2009

Edwin F. McPherson  
Pierre B. Pine  
McPHERSON RANE LLP

22  
23  
24 By: 


EDWIN F. McPHERSON  
Attorneys for Plaintiffs GREG D.  
CROWDER and TONY FREITAS  
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27  
28

**DEMAND FOR JURY TRIAL**

Plaintiffs GREG CROWDER and TONY FREITAS hereby demand a trial by jury  
in this case.

DATED: September 14, 2009

Edwin F. McPherson  
Pierre B. Pine  
McPHERSON RANE LLP

By:   
EDWIN F. MCPHERSON  
Attorneys for Plaintiffs GREG  
CROWDER and TONY FREITAS

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