

ORIGINAL

**FILED**

LOS ANGELES SUPERIOR COURT

JAN 9 " 2013

JOHN A. CLARKE, CLERK  
BY MARY FLORES, DEPUTY

*90012  
A6030*

1 KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
DALE F. KINSELLA (SBN 063370)  
2 dkinsella@kwikalaw.com  
GREGORY P. KORN (SBN 205306)  
3 gkorn@kwikalaw.com  
808 Wilshire Boulevard, 3<sup>rd</sup> Floor  
4 Santa Monica, California 90401  
Telephone: 310.566.9800  
5 Facsimile: 310.566.9850

6 Attorneys for LEGENDARY PICTURES  
PRODUCTIONS, LLC

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

10  
11 LEGENDARY PICTURE PRODUCTIONS,  
LLC, a Delaware limited liability company,

Case No.

**BC 49 8 78 6**

12 Plaintiff,

13 vs.

**COMPLAINT FOR DECLARATORY  
RELIEF**

14 LIN PICTURES, INC. a California  
15 corporation; VERTIGO ENTERTAINMENT,  
INC., a California corporation; DAN LIN, an  
16 individual; ROY LEE, an individual; and  
DOUG DAVISON, an individual,

17 Defendants.

*D-57*  
*Abraham Khan*  
KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>rd</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

2102 / 60 / 10

CIT/CASE: BC498786  
LEN/DEF#: RECEIVED: 310  
RECEIPT #: C04478057021  
DATE PAID: 01/09/13 01:15 PM  
PAYMENT: \$435.00  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

18 99911.00001/151727.2

22  
23  
24  
25  
26  
27  
28  
COMPLAINT FOR DECLARATORY RELIEF

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

910260710

1 Plaintiff Legendary Pictures Productions, LLC hereby alleges for its Complaint as follows:

2 **THE PARTIES**

3 1. Plaintiff Legendary Pictures Productions, LLC (“Legendary”) is a limited liability  
4 company organized and existing under the laws of Delaware, with its principal place of business in  
5 Burbank, California.

6 2. Defendant Lin Pictures, Inc. (“LPI”) is a California corporation with its principal  
7 place of business in Burbank, California.

8 3. Defendant Vertigo Entertainment, Inc. (“Vertigo”) is a California corporation with  
9 its principal place of business in Los Angeles County, California.

10 4. Defendant Dan Lin (“Lin”) is an individual who resides in Los Angeles County,  
11 California.

12 5. Defendant Roy Lee (“Lee”) is an individual who resides in Los Angeles County,  
13 California.

14 6. Defendant Doug Davison (“Davison”) is an individual who resides in Los Angeles  
15 County, California.

16 7. LPI, Vertigo, Lin, Lee, and Davison are at times referred to herein collectively as  
17 “Defendants.”

18 8. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
19 conduct substantial business in California in connection with the development and production of  
20 feature films. Venue is proper in Los Angeles County, California because Defendants reside in  
21 the County.

22 9. Plaintiffs are informed and believe, and based thereon allege, that at all times  
23 herein mentioned each of Defendants was the agent or employee of one or more of the other  
24 Defendants and was at all times herein mentioned acting within the scope of such agency or  
25 employment.

26  
27  
28

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

01027607FD

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

10. Legendary has acted as a producer on such feature films as *The Dark Knight* and *The Dark Knight Rises*, *Inception*, *The Hangover*, *300*, *Clash Of The Titans*, and *Where The Wild Things Are*.

11. Among other motions pictures on its current slate, Legendary is in pre-production on *Godzilla*—a “reboot” of the classic film series. Legendary’s *Godzilla* (hereinafter, the “Film”) is currently intended for release in 2014.

12. The “Godzilla” character and associated copyright and trademark rights are owned by the Japanese corporation Toho Co, Ltd. (“Toho”). Toho selected Legendary as the production company to revive the *Godzilla* character in the Film.

13. In or about March 2010, Legendary entered into a comprehensive written agreement with Toho to obtain all necessary rights to produce and distribute the Film. Defendants are not a party to that agreement, nor do they otherwise have any basis for claiming ownership of the Film or any underlying rights. This dispute, rather, concerns Defendants’ assertion that they are entitled to substantial producing fees and backend compensation on the Film.

14. After Legendary obtained from Toho the rights needed to produce and distribute the Film, it began negotiations with Defendants to retain them to provide customary development services on the Film as well as to potentially provide customary producing services in the event that certain criteria were met following such development. The parties’ representatives agreed upon the financial terms of such a deal, and Legendary and its counsel were then tasked with the responsibility of preparing a written agreement memorializing these terms in a structure consistent with a prior development/production agreement between parties on an unrelated film project.

15. In or about March 2011, Legendary submitted to Defendants a “Producer Loan Agreement” pursuant to which LPI and Vertigo would loan-out the services of their employees—Lin, Lee, and Davison, respectively—to assist in developing and (potentially) producing the Film (hereinafter, the “Agreement”).

16. For well over a year, Legendary received no objections or comments in any form from Defendants or their representatives concerning the Agreement. Rather, the parties proceeded

0102060410

1 to perform under the terms set forth in the written Agreement, including Defendants providing  
2 certain limited development services to Legendary.

3 17. Even when counsel for Lin provided comments on the Agreement in October  
4 2012—more than 18 months after the Agreement was distributed and after Defendants'  
5 development services thereunder commenced—the comments did not alter the material terms of  
6 the Agreement, particularly not as they pertain to this dispute.

7 18. The agreement of the parties, as set forth in the written Agreement, was that  
8 Defendants would initially provide customary development services (¶ 1(a)) for which they would  
9 receive a development fee of \$25,000 (¶ 3(a)); that Legendary would engage Defendants as  
10 producers if the Film were set for production based upon a script that they developed (¶ 1(b)); that  
11 Defendants would receive a producer fee if and only if they were engaged to provide production  
12 services (¶ 3(b)); that Defendants could be terminated as producers at any time, even if Legendary  
13 engaged their production services, subject to certain obligations to pay vested amounts owing to  
14 them (¶ 7); and that Defendants would be entitled to certain backend compensation only if the  
15 Film were “produced substantially under the supervision” of Defendants (¶ 3(c)).

16 19. The agreement of the parties, as set forth in the written Agreement, was also that  
17 any dispute between them would be subject to binding arbitration with JAMS in Los Angeles (¶  
18 18(c)). At no time before this dispute arose did Defendants object to the arbitrability of disputes  
19 between them as prescribed by Paragraph 18(c) of the Agreement.

20 20. In late 2012, Legendary decided not to engage Defendants as producers of the Film.  
21 Defendants' efforts on the project consisted only of introducing a screenwriter to Legendary and  
22 contributing some notes to a screenplay which Legendary subsequently decided to not utilize.  
23 Legendary judged that Defendants offered little to the ongoing production of the Film, and that  
24 their likely role (if engaged) would not warrant the substantial fees and backend compensation that  
25 they could potentially earn as producers. Accordingly, Legendary notified Defendants in writing  
26 that it would not be engaging their services to produce the Film.

27 21. Under the terms of the Agreement, Respondents are at most entitled to the \$25,000  
28 development fee provided for in Paragraph 3(a) of the Agreement. The producers' fee and

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

2102 / 50 / 10

1 backend compensation provided for in the Agreement are payable only if Defendants were  
2 engaged or "deemed to be engaged" to produce the Film. Under the Agreement, this could occur  
3 either by Legendary actually engaging Defendants, which has not occurred, or by Legendary  
4 setting the Film for production "based on a script developed by" Defendants, which also has not  
5 occurred. Agreement ¶ 1(b). Rather, the Film will be produced using a screenplay that was not  
6 developed or delivered by Defendants.

7 22. Defendants, including through their counsel, have rejected Legendary's notification  
8 that their producing services are not desired and that their compensation under the Agreement is  
9 limited to a \$25,000 development fee. Defendants have threatened to file suit against Legendary,  
10 even going so far as to threaten to "seek a TRO" to prevent the production of a motion picture in  
11 which they (Defendants) have no copyright interest whatsoever—a claim which would be  
12 preempted by the Copyright Act as a matter of law.

13 23. As alleged further below, an actual controversy has arisen regarding the  
14 enforceability of the written Agreement and the arbitration clause contained therein or,  
15 alternatively, the existence of some other agreement among the parties in connection with the Film  
16 and the parties' rights and obligations thereunder. The parties require a prompt judicial resolution  
17 of this controversy.

**FIRST CAUSE OF ACTION**

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

18  
19  
20 24. Plaintiffs reallege and incorporate by reference the allegations contained in  
21 Paragraphs 1 through 23 as though fully set forth herein.

22 25. An actual controversy has arisen and now exists between Legendary and  
23 Defendants with respect to their rights and obligations in connection with the Film.

24 26. Legendary contends that the written Agreement is an enforceable contract which  
25 was accepted by all parties, including, *inter alia*, through their performance under and in reliance  
26 on that Agreement for well over a year. Legendary contends that the mandatory arbitration clause  
27 in that Agreement (¶ 18) is enforceable, and that this is an arbitrable dispute. To that end,  
28 Legendary has filed a demand for arbitration with JAMS contemporaneously with this complaint.



KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

ST02/60/10

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- the Film is to pay a \$25,000 fee, and Legendary has no obligation to accord Defendants screen credit or any additional compensation;
2. For costs as permitted by law; and
  3. For such other relief as the Court deems just and proper.

DATED: January 9, 2013

KINSELLA WEITZMAN ISER  
KUMP & ALDISERT LLP

By: 

Dale F. Kinsella  
Attorneys for LEGENDARY PICTURES  
PRODUCTIONS, LLC

DEADLINE.COM

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Dale F. Kinsella (SBN 063370)
Gregory P. Korn (SBN 205306)
Kinsella Weitzman Iser Kump & Aldisert LLP
808 Wilshire Blvd. 3rd Floor
Santa Monica, CA 90401

TELEPHONE NO.: 310.566.9800 FAX NO.: 310.566.9850

ATTORNEY FOR (Name): Plaintiff LEGENDARY PICTURE PRODS.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 NORTH HILL STREET
MAILING ADDRESS: 111 NORTH HILL STREET
CITY AND ZIP CODE: LOS ANGELES, CA 90012
BRANCH NAME: CENTRAL DISTRICT

CASE NAME: LEGENDARY PICTURE PRODS. v. LIN PICTURES INC.

FOR COURT USE ONLY

FILED

LOS ANGELES SUPERIOR COURT

JAN 9 2013

JOHN A. CLARKE, CLERK

BY MARY FLORES, DEPUTY

CASE NUMBER:

BC 49 878 6

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

[X] Unlimited (Amount demanded exceeds \$25,000)
[ ] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment

[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract

[X] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property

[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer

[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review

[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint

[ ] RICO (27)
[ ] Other complaint (not specified above) (42)

Miscellaneous Civil Petition

[ ] Partnership and corporate governance (21)
[ ] Other petition (not specified above) (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. [ ] Large number of separately represented parties d. [ ] Large number of witnesses
b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. [ ] Substantial amount of documentary evidence f. [ ] Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. [ ] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [ ] punitive

4. Number of causes of action (specify): one (1)

5. This case [ ] is [X] is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 9, 2013

Dale F. Kinsella (SBN 063370)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



SHORT TITLE: LEGENDARY PICTURE PRODS. v. LIN PICTURES INC.	CASE NUMBER: BC 49 8 78 6
--	---------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL \_\_\_\_\_ HOURS/ \_\_\_\_\_ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ol> |
|---|---|

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

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input checked="" type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful/Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE: LEGENDARY PICTURE PRODS. v. LIN PICTURES INC.

CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious interference	1., 2., 3., 5.
	<input checked="" type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: LEGENDARY PICTURE PRODS. v. LIN PICTURES INC.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input checked="" type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input checked="" type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: LEGENDARY PICTURE PRODS. v. LIN PICTURES INC.

CASE NUMBER

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

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

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

ADDRESS: 111 North Hill

CITY:  
Los Angeles

STATE:  
CA

ZIP CODE:  
90012

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: January 9, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

Dale F. Kinsella

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

02/09/10