

FILED
LOS ANGELES SUPERIOR COURT

SEP 17 2010

JOHN A. CLARKE, CLERK
BY: *[Signature]*
DEPUTY

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9 Crispy Twig Productions, Inc. and Nancy Nayor
10 Battino

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES
13 WEST DISTRICT - SANTA MONICA COURTHOUSE

14 CRISPY TWIG PRODUCTIONS, INC., a
15 California corporation; and NANCY
16 NAYOR BATTINO, an individual,

17 Plaintiffs,

18 vs.

19 GEORGIA FILM FUND TWO, LLC, a
20 limited liability company;
21 RANDALL EMMETT, an individual;
22 CURTIS JACKSON III, p/k/a 50 CENT,
23 an individual; and
24 DOES 1 through 25, inclusive,

25 Defendants.

Case No. S1109649

VERIFIED COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) UNJUST ENRICHMENT; AND
- (3) FRAUD

Judge: Joseph S. Biderman.

DEMAND FOR JURY TRIAL

CASE MANAGEMENT CONFERENCE

JAN 05 2011 8:30 am

Date

[Signature]

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1 Plaintiffs CRISPY TWIG PRODUCTIONS, INC. ("CTP") and NANCY NAYOR
 2 BATTINO (collectively "Plaintiffs") complain and allege as follows:

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 4 **COMMON ALLEGATIONS**

5 1. Plaintiff CTP is, and at all times relevant hereto was, a California corporation
 6 with its principal place of business located in Los Angeles, California in the 90024 zip
 7 code.

8 2. Plaintiff NANCY NAYOR BATTINO is, and at all times relevant hereto was,
 9 a resident of Los Angeles, California. She is a member of Teamsters Local 399
 10 Hollywood.

11 3. Plaintiffs are informed and believe, and upon that basis allege, that
 12 Defendant GEORGIA FILM FUND TWO, LLC ("GFFT") is a Limited Liability Company
 13 that at all times relevant hereto conducted business within Los Angeles, California.

14 4. Plaintiffs are informed and believe, and upon that basis allege, that
 15 Defendant RANDALL EMMETT ("Emmett") is an individual who at all times relevant
 16 hereto was a resident of Los Angeles County, California.

17 5. Plaintiffs are informed and believe, and upon that basis allege, that
 18 Defendant CURTIS JACKSON, III, professionally known as 50 CENT ("50 Cent"), is an
 19 individual who at all times relevant hereto was a resident of New York City, New York.

20 6. The true names and capacities, whether corporate, associate, individual or
 21 otherwise, of Defendants DOES 1 through 25, inclusive, are unknown to Plaintiffs at this
 22 time, who therefore sue said Defendants pursuant to California Code of Civil Procedure
 23 Section 474. Plaintiffs will, with leave of court, amend this Complaint to show the true
 24 names and capacities of DOES 1 through 25, inclusive, when the same have been
 25 ascertained. Plaintiffs are informed and believe, and upon that basis allege, that each of
 26 these fictitiously named Defendants is legally responsible in some manner for the events
 27 and occurrences herein alleged and that Plaintiffs' respective damages as alleged herein
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1 were proximately caused thereby. (Defendants GFFT, Emmett, 50 Cent and DOES 1
2 through 25, inclusive, are referred to collectively as "Defendants.")

3 7. Plaintiffs are informed and believe, and upon that basis allege, that the
4 Defendants herein named, and each of them, were at all times relevant hereto the agents,
5 representatives, servants, partners, employees and/or alter egos of each of the other
6 Defendants with respect to the matters and events alleged herein, and were acting within
7 the course, scope and authority of such agency, partnership, employment, representative
8 and/or alter ego relationship in doing the things herein alleged with the permission, consent,
9 authorization and/or ratification of their co-Defendants, and each of them.

10 8. The events and obligations sued upon herein all occurred or were to be
11 performed within the County of Los Angeles, State of California and in particular within
12 the 90024 zip code.

13 9. Defendants, through Emmett, approached Nayer Battino in January of 2010,
14 requesting casting services for the upcoming motion picture entitled "Things Fall Apart"
15 (the "Film").

16 10. In connection therewith, Emmett represented to Nayer Battino that 50 Cent
17 was financing the Film "out of his own pocket."

18 11. Defendants, through Emmett, made numerous representations to Plaintiffs,
19 and in particular Nayer Battino, at such time regarding the then-current status of the Film.
20 They represented that casting needs were limited as, in addition to 50 Cent, Dania
21 Rodriguez and James Caan had already contracted to perform in the Film. Further, they
22 represented that a capable director had contracted to direct the Film.

23 12. Based on those representations, Plaintiffs, through Nayer Battino, agreed to
24 contract with Defendants. CTP agreed to provide the casting services of Nayer Battino in
25 exchange for weekly payments of \$5,000 to CTP and weekly payments of \$315 to
26 Teamsters Local 399 Hollywood for Nayer Battino's union benefits, including pension and
27 health care.

28 13. In January of 2010, Plaintiffs began to perform under the contract.

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1 14. In April of 2010, after Plaintiffs had been working for Defendants on the
2 Film for almost four months, Defendants, through Emmett, prepared a written contract.
3 Though not signed or executed, and though Plaintiffs never agreed to many of the terms
4 contained in that written contract that Defendants unilaterally drafted, including the
5 arbitration clause contained therein, the contract memorialized that CTP was to be paid
6 \$5,000 a week for casting services. That contract is attached hereto as Exhibit A.

7 15. Defendants made their first \$5,000 payment due to CTP, but the check
8 provided for the second \$5,000 payment to CTP bounced.

9 16. Emmett offered to hire Plaintiffs to work on a film entitled "Catch 44" as "a
10 way for [Plaintiffs] to be paid right," if Plaintiffs agreed to continue casting the Film.
11 Plaintiffs, through Naylor Battino, declined that offer, continued to work pursuant to their
12 contract on the Film and expected to be paid for that work.

13 17. Though Defendants ultimately made the second \$5,000 payment, they failed
14 to make payment on the remaining monies owed, despite demands for the same by
15 Plaintiffs.

16 18. Plaintiffs performed all conditions, covenants, and promises required on their
17 part to be performed in accordance with the terms and conditions of the contract.

18 19. Contrary to the Defendants' representations, neither Dania Rodriguez nor
19 James Caan had committed to work on the Film. Plaintiffs had to cast both of those key
20 roles in the Film, significantly expanding the scope of their services.

21 20. Contrary to Defendants' representations, they did not have a capable director
22 contracted to direct the Film. Instead, Plaintiffs cast Mario Van Peebles, who became the
23 Film's director.

24 21. Indeed, CTP was required to work casting the Film for nineteen (19) weeks,
25 from January 20, 2010 through May 25, 2010.

26 22. Per Defendants' instructions, through Emmett, Plaintiffs hired a camera crew
27 to assist in casting. Defendants have failed to reimburse Plaintiffs for the expense of that
28 camera crew, despite requests for the same by Plaintiffs, through Naylor Battino.

1 23. Plaintiffs are informed and believed, and based thereon allege, that
 2 Defendants failed to make any payments to Teamsters Local 399 Hollywood on behalf of
 3 Naylor Battino as called for in the contract.

4 **FIRST CAUSE OF ACTION**

5 **Breach of Oral Contract**

6 **(Against All Defendants)**

7 24. Plaintiffs repeat, reallege and incorporate herein by this reference each and
 8 every allegation set forth in Paragraphs 1 through 22, inclusive, of this Complaint as
 9 though set forth in full herein.

10 25. Plaintiffs entered into an oral contract with Defendants, and each of them,
 11 that called for CTP to provide casting services for the Film through Naylor Battino in
 12 exchange for weekly payments of \$5,000 to CTP and weekly payments of \$315 to
 13 Teamsters Local 399 Hollywood for Naylor Battino's union benefits, including pension and
 14 healthcare.

15 26. Plaintiffs provided each and every act and thing incumbent upon them to be
 16 performed pursuant to the contract, except insofar as performance was prevented, excused
 17 or waived by prior acts, omissions and/or breaches by the Defendants.

18 27. Naylor Battino, through CTP, was required to work casting "Things Fall
 19 Apart" for nineteen (19) weeks, from January 20, 2010 through May 25, 2010.

20 28. Defendants, and each of them, breached the contract by failing to pay
 21 \$85,000 of the \$95,000 owed to CTP.

22 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
 23 further breached the contract by failing to pay the \$5985 owed under the contract to
 24 Teamsters Local 399 Hollywood on behalf of Naylor Battino.

25 30. As a direct and proximate result of Defendants' breach, Plaintiffs have
 26 suffered damages in an amount not less than \$90,985.

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SECOND CAUSE OF ACTION**Unjust Enrichment****(Against All Defendants)**

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4 31. Plaintiffs repeat, reallege and incorporate by this reference each and every
5 allegation set forth in Paragraphs 1 through 30, inclusive, of this Complaint as though set
6 forth in full herein.

7 32. When Defendants, through Emmett, approached Plaintiffs, through Mayor
8 Battino, to cast the Film in January of 2010, they represented that the Film was mostly cast,
9 with 50 Cent, James Caan and Dania Rodriguez already signed on to appear in the Film
10 and with a director already committed to direct the Film. Accordingly, they represented to
11 Plaintiffs that their casting needs for the Film were quite limited.

12 33. In actuality, neither James Caan nor Dania Rodriguez had been cast to appear
13 in the Film. Further, the Film had not retained a capable director

14 34. As a result, Plaintiffs were asked to and did provide casting services far in
15 excess of what they contracted to provide.

16 35. Plaintiffs did endeavor to and succeeded in casting the parts that Defendants
17 represented were to be played by James Caan and Dania Rodriguez.

18 36. Plaintiffs did endeavor to and succeeded in casting Mario Van Peebles, the
19 director of the Film.

20 37. Plaintiffs were not paid for this work.

21 38. Per Defendants' instructions, through Emmett, Plaintiffs hired a camera crew
22 to assist in casting. Defendants have failed to reimburse Plaintiffs for the expense of that
23 camera crew, despite requests for the same by Plaintiffs, through Mayor Battino.

24 39. Plaintiffs are informed and believed, and based thereon allege that as
25 financiers of the Film with a financial stake in its performance, Defendants, and each of
26 them, were unjustly enriched in an amount which can be proven at trial, but which in any
27 event is not less than \$90,980.

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THIRD CAUSE OF ACTION

Fraud

(Against All Defendants)

40. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation set forth in Paragraphs 1 through 39, inclusive, of this Complaint as though set forth in full herein.

41. In January of 2010, Defendants, through Emmett, represented to Plaintiffs, through Naylor Battino, that the Film was mostly cast, with 50 Cent, James Caan and Dania Rodriguez already cast to appear in the Film and with a director already committed to direct the Film.

42. Those representations were in fact false.

43. The true facts were that while 50 Cent had committed to appear in the Film, the other named actors were not associated with the Film in any way, nor was a capable director contracted to direct the Firm.

44. When Defendants made these representations, they knew them to be false and made them with the intention to induce Plaintiffs to cast the Film.

45. Plaintiffs, at the time those representations were made by Defendants, were ignorant as to their falsity and believed them to be true.

46. In reliance on those representations, Plaintiffs were induced to and did enter into a contract to cast the Film, something they would not have done had they been presented with an accurate scope of the work required.

47. Plaintiffs' reliance on Defendants' representations was justified because Defendants were credible producers who have made numerous films. Plaintiffs had no reason to believe that Defendants' representations were untrue.

48. As a proximate result of Defendants' fraudulent conduct, Plaintiffs offered services far in excess of those contemplated when the parties contracted and had to decline other employment opportunities because of the time needed to complete the casting of the

1 Film by reason of which Plaintiffs have been damaged in an amount which can be proven
2 at trial, but which in any event is not less than \$200,000.

3 49. Defendants aforementioned conduct was intentional and was done with the
4 intent of gaining an unfair advantage from Plaintiffs and to cause Plaintiffs injury in
5 conscious disregard of Plaintiffs' rights so as to justify an award of exemplary and punitive
6 damages.

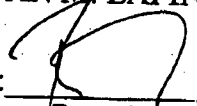
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8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays that judgment be entered in their favor and against
10 Defendants, and each of them, jointly and severally, as follows:

- 11 1. For all damages and injuries suffered by Defendants in amounts according to
12 proof at trial, but which in any event is not less than \$200,000;
- 13 2. For punitive and exemplary damages;
- 14 3. For prejudgment interest as allowed by law;
- 15 4. For an award of Plaintiffs' costs and expenses, including reasonable
16 attorneys' fees, incurred herein; and
- 17 5. For such other and further relief as the Court may deem just and proper.

18
19 DATED: September 16, 2010

20 ROSENFELD, MEYER & SUSMAN, LLP
21 RYAN M. LAPINE

22 By: 
23 Ryan M. Lapine
24 Attorneys for Plaintiffs Crispy Twig Productions,
25 Inc. and Nancy Naylor Estino
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VERIFICATION

I, NANCY NAYOR BATTINO, plaintiff in this action, have read the foregoing Verified Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 15th day of September, 2010 at Boston, Massachusetts California.

Nancy Naylor Battino
NANCY NAYOR BATTINO