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Blue Tulip International

Case assigned to:

D. 37 Joanne O'Donnell

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BLUE TULIP INTERNATIONAL, a
California Corporation,

Plaintiff,

v.

R MEDIA ACQUISITIONS, LLC, a
Delaware Limited Liability Company;
CAPCO GROUP LLC, a California
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

CASE No.

BC421678

VERIFIED COMPLAINT FOR
BREACH OF CONTRACT

Plaintiff Blue Tulip International ("Blue Tulip") for its complaint against defendants
R Media Acquisitions, LLC ("R Media"), Capco Group LLC ("Capco"), and Does 1
through 10, inclusive, and each of them, (collectively "Defendants") alleges:

PARTIES

1. At all relevant times, Blue Tulip was and now is a corporation organized and
existing under the laws of the State of California which is qualified to do business and
doing business in Los Angeles County, California.

2. Plaintiff is informed and believes, and on that basis alleges, that at all
relevant times R Media was and now is a company with limited liability organized and

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VERIFIED COMPLAINT FOR BREACH OF CONTRACT

CIT/CASE: BC421678 JEA/DEF#:
RECEIPT #: 09/14/09 02:27:50 PM
DATE PAID: 09/14/09 02:27:50 PM
PAYMENT: \$350.00
RECEIVED:
CHECK: \$350.00
CASH:
CHARGE:
CARD:

1 existing under the laws of the state of Delaware.

2 3. Plaintiff is informed and believes, and on that basis alleges, that at all
3 relevant times Capco was and now is a company with limited liability organized and
4 existing under the laws of the state of California.

5 4. Plaintiff presently is unaware of the true names and capacities of defendants
6 Does 1 through 10, inclusive, and therefore sues said defendants by such fictitious names.
7 Plaintiff will seek to amend this complaint when the true names and capacities of said
8 defendants are ascertained. Plaintiff is informed and believes, and on that basis alleges,
9 that each fictitiously named defendant in some manner acted on behalf of, or was the alter
10 ego of, defendants R Media and Capco.

11 **COMMON FACTUAL ALLEGATIONS**

12 **The Blue Tulip - Intermedia Agreement.**

13 5. Blue Tulip entered into an agreement with Intermedia Film Equities Limited
14 ("Intermedia") that is dated as of April 15, 2006 (the "Film Agreement") relating to the
15 motion picture entitled ("Stopping Power") (the "Picture"). A true and correct copy of that
16 Agreement, which was negotiated in Los Angeles, California, is attached hereto as Exhibit
17 "A."

18 6. On the first page of the Film Agreement, Blue Tulip is defined as ("Lender"),
19 Intermedia is defined as ("Producer") and Jan DeBont, a prominent film director whose
20 services were being furnished by Blue Tulip, is defined as ("Artist").

21 7. Paragraph 3(d)(i) of the Film Agreement provides the fixed compensation
22 payable to Blue Tulip and specifies the timing of the payment thereof on the assumption
23 that the Picture proceeds as planned to production, completion and delivery to Intermedia:

24 (i) Fixed Compensation: The amount ("Fixed Compensation") \$1,500,000
25 which shall be an advance against the "Domestic Participation" (as defined
26 below), payable as follows:

27 (A) Two Hundred Fifty Thousand Dollars (\$250,000) paid upon Artist's signing
28 of the attached Certificate of Engagement;

- 1 (B) Fifty Thousand Dollars (\$50,000) paid in two (2) equal installments in the
2 last two (2) weeks prior to the Production Period.
- 3 (C) Nine Hundred Thousand Dollars (\$900,000) in equal weekly installments
4 over the scheduled period for principal photography of the Picture (the
5 "Production Period");
- 6 (D) One Hundred Fifty Thousand Dollars (\$150,000) upon completion of
7 dubbing and scoring of the Picture; and
- 8 (E) One Hundred Fifty Thousand Dollars (\$150,000) upon complete delivery of
9 the Picture to Producer in accordance with Producer's standard delivery
10 specifications, including television cover shots and looping lines.

11 8. The payment schedule specified in Paragraph 3(d)(i) is subject to the "pay or
12 play" provision contained in Paragraph 4 of the Film Agreement. Pursuant to motion
13 picture industry custom and practice, once the party to such a provision has become "pay
14 or play," the entirety of that party's fixed compensation becomes immediately due and
15 payable in the event the artist's services are not utilized, or the motion picture is not
16 produced, as scheduled.

17 9. The "pay or play" provision contained in Paragraph 4 of the Film Agreement
18 expressly provides:

19 Pay or Play: Subject to (a) Artist having approved the lead actor (John
20 Cusak is preapproved), the screenplay (the May 14, 2007 screenplay is
21 preapproved), and the budget for the Picture, and (b) Artist's execution of a
22 customary completion guarantor director's inducement letter in a form
23 approved by Producer and IFG, to be negotiated in good faith between Artist
24 and the completion guarantor (and the draft of which shall be provided as
25 early as practical), Lender will be pay or play upon the earlier of (a) the Lead
26 actor becoming unconditionally pay or play; and (b) July 7, 2007.

27 10. Mr. DeBont approved the budget for the Picture that was dated June 1, 2007.

28 11. Mr. DeBont executed an Artist's Inducement Letter, which was attached to

1 the Film Agreement, dated as of April 15, 2006.

2 12. Principal photography of the Picture commenced, as scheduled, in or about
3 August 29, 2007 and was scheduled to conclude in or about mid-November 2007.

4 However, principal photography of the Picture was terminated by Intermedia just days
5 after it commenced. As a result of Intermedia's actions the Picture was never produced,
6 completed or delivered. Due to these facts and because Blue Tulip has been pay-or-play
7 since, at the latest, July 7, 2007, Blue Tulip is presently owed the unpaid balance of its
8 fixed compensation as specified in Paragraph 3(d) of the Film Agreement. Blue Tulip had
9 received \$250,000 when Mr. DeBont signed the Certificate of Engagement, but, despite
10 written demand therefor, Intermedia failed and refused to pay Blue Tulip the balance of its
11 fixed compensation. Accordingly, there is presently due, owing and payable from
12 Intermedia to Blue Tulip the sum of \$1,250,000.

13 13. Paragraph 15 of the Film Agreement provides, among other things, that
14 Intermedia will reimburse Blue Tulip for the cost of an assistant for Mr. DeBont:

15 Trailer/Office/Assistant: Artist will have an exclusive office comparable to
16 that furnished Producers, including telephone, computer and fax (and when
17 on location, a single trailer with customary first class amenities), cell phone
18 (with all business calls reimbursed) and reimbursement for an assistant
19 selected by Artist (\$900 per week for a five-day week, and \$950 per week
20 for any six-day week, and with economy class round trip air to Berlin,
21 accommodations and crew per diem) during the exclusive period hereunder
22 on terms to be negotiated in good faith in accordance with precedent and
23 budget.

24 14. Blue Tulip has incurred out-of-pocket expenses as a result of hiring and
25 paying the salary of an assistant for the Picture. The reimbursement of those expenses was
26 implicitly due under the Film Agreement within a reasonable time after they were incurred,
27 which would be no later than the time at which the unpaid balance of Blue Tulip's fixed
28 compensation became payable pursuant to the pay-or-play provision of the Film

1 Agreement. Intermedia has failed and refused to reimburse Blue Tulip for those expenses
2 and such reimbursement is presently due, owing and payable to Blue Tulip.

3 **The Intermedia - R Media Agreement.**

4 15. On or about September 8, 2007, R Media entered into an agreement with an
5 Intermedia affiliate, IM Internationalmedia AG, to acquire Intermedia's interests relating to
6 "Stopping Power." (the "Acquisition Agreement") A true and correct copy of the
7 Acquisition Agreement is attached hereto as Exhibit "B."

8 16. Specifically, the Acquisition Agreement provided, at paragraph 1(A), that:
9 [R Media] shall acquire (i) 100% ownership of IM Stopping Power GmbH
10 ("IMSP"); (ii) 100% ownership of Stopping Power Productions, Inc., a
11 California corporation ("SPP"); (iii) 100% ownerships of Stopping Power
12 Productions, Ltd. ("SPPLTD"); and (iv) all right, title and interest to the
13 assets as set forth on the attached Annex A ("IM Assets").

14 17. In paragraph 1(B) of the Acquisition Agreement, R Media and its affiliate
15 Capco agreed to assume Intermedia's obligations arising out of "Stopping Power":

16 [R Media] and its affiliate, Capco Group, LLC, jointly and severally agree to
17 advance money and indemnify IM and its affiliates as necessary for all of the
18 obligations of IMSP, SPP, SPPLTD and any other affiliated entities with
19 respect to obligations arising out of the Film, including, without limitation,
20 obligations relating to the completion bond and the Film's star John Cusack
21 (the "Stopping Power Liability"). Although the exact amount of The
22 Stopping Power Liability is difficult to determine at this point, the parties
23 agree that the amount is US\$7 million (the "SP Financing"). For the sake of
24 clarity, although the parties have agreed that the amount of the SP financing
25 is US\$7 million, [R Media] agrees to advance monies for all of the Stopping
26 Power Liability even if that amount is in excess of the US\$7 million.

27 18. Plaintiff is informed and believes, and on that basis alleges, that the
28 Acquisition Agreement has not been rescinded.

1 **FIRST CAUSE OF ACTION**

2 **(For Breach of Contract)**

3 19. Blue Tulip realleges and incorporate herein by this reference each of the
4 allegations set forth in Paragraphs 1 through 15, inclusive.

5 20. Blue Tulip has performed all of its obligations under the Film Agreement,
6 except to the extent that such performance has been prevented or excused by the acts or
7 omissions of Intermedia.

8 21. Intermedia breached the Film Agreement by, among other things:

9 a. Failing to pay Blue Tulip the \$1,250,000 it is entitled to under the
10 "pay-or-play" provision in paragraph 4 of the Film Agreement.

11 b. Failing to reimburse Blue Tulip for the out-of-pocket expenses it
12 incurred as a result of hiring and paying the salary of Mr. DeBont's assistant for "Stopping
13 Power."

14 Each and all of said amounts are presently due, owing, and payable from Intermedia
15 to Blue Tulip.

16 22. As a direct and foreseeable result of Intermedia's breaches of the Film
17 Agreement, Blue Tulip has been damaged in an amount in excess of \$1,250,000 to be
18 proven at trial.

19 23. R Media's and Capco's agreement to assume Intermedia's liabilities
20 concerning "Stopping Power" in the Acquisition Agreement was made "expressly for the
21 benefit of" Blue Tulip as provided in section 1559 of the California Civil Code.

22 24. Accordingly, Blue Tulip is a third party beneficiary of the Acquisition
23 Agreement and is entitled to enforce the Acquisition Agreement for its benefit.

24 25. Pursuant to the Acquisition Agreement, therefore, R Media and Capco are
25 jointly and severally liable for the damages Blue Tulip has incurred as a direct and
26 foreseeable result of Intermedia's breaches of the Film Agreement, which are in excess of
27 \$1,250,000 to be proven at trial.

28 WHEREFORE, plaintiff Blue Tulip International prays for judgment against

1 defendants R Media Acquisitions, LLC, Capco Group LLC, and Does 1 through 10,
2 inclusive, and each of them, as follows:

- 3 1. On the First Cause of Action for Breach of Contract, for compensatory
4 damages in an amount to be proven at trial, but not less than \$1,250,000;
5 2. For costs of suit herein; and
6 3. For such other or further relief as the Court deems just and proper.

7
8 DATED: September 14, 2009

WEISSMANN WOLFF BERGMAN
COLEMAN GRODIN & EVALL LLP

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11 By: 

Michael Bergman

Attorneys for Plaintiff Blue Tulip International
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2 Jul 2007 20:44

Nr. 4248 S. 3

"NO QUOTE"

DEAL MEMORANDUM

TO: Jan de Bont
c/o International Creative Management
8942 Wilshire Boulevard
Beverly Hills, CA 90211
Attn: Dan Rabinow

Weissman Wolff Bergman Coleman
Grodin & Evall
9665 Wilshire Boulevard
Suite 900
Beverly Hills, CA 90212
Attn: Stan Coleman, Esq.

FROM:

CC: Martin Schuermann
Scott Kroopf
Linda Benjamin
Patty Long

DATE: As of April 15, 2006

RE: "Stopping Power" - Jan de Bont

8
B
The following sets forth the material deal terms of the agreement between Intermedia Film Equities Limited on the one hand ("Producer") and Blue Tulip International (Federal ID# 27-0015285) on the other hand ("Lender") for the services of Jan de Bont (Soc. Security # 560-47-2900) ("Artist") with regard to his directing services in connection with the motion picture presently entitled "STOPPING POWER" (the "Picture"):

1. Conditions Precedent: Producer's obligations hereunder are subject to the following: (a) the securing of any and all labor permits and visas as may be required by any governmental agency for the purpose of enabling Lender and Artist to render services hereunder, which Producer at its own cost shall assist Lender and Artist in obtaining if necessary, as Artist commences preparation of production of the Picture; (b) clearance of the chain of title to the Picture (satisfaction of which is hereby acknowledged); (c) Producer's receipt of "essential element" insurance on Artist for customary rates; and (d) receipt by Producer of this deal memo and attached Certificate of Engagement both signed on behalf of Lender and by Artist.
2. Development:
 - (a) Employment: Producer hereby employs Lender to provide Artist as a director in connection with the development of the Picture pursuant to the terms and conditions hereof and Artist hereby accepts such employment.

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(b) Services: Artist shall render all development services as are customarily rendered by directors of first-class feature-length theatrical motion pictures in the motion picture industry, as, when and where reasonably required by Producer, and shall comply with all reasonable directions, requests, rules and regulations of Producer in connection therewith, whether or not the same involve matters of artistic taste or judgment. Without limiting the generality of the foregoing, Artist's services shall include supervising the revisions to a screenplay ("Screenplay") for the Picture and, if and as required by Producer, preparing a detailed budget and production schedule for the Picture, scouting locations and assisting Producer in selecting the cast and crew for the Picture.

(c) Term; Exclusivity: Lender and Artist shall commence development services hereunder on the date designated by Producer and shall continue to render such services to Producer on a non-exclusive, "first-priority" basis (i.e., no services rendered for third parties shall interfere with services rendered hereunder), until completion of all development services required hereunder, or the earlier termination hereof, if any, by Producer (as herein provided).

3. Production:

(a) Services: Artist shall render all services as are customarily rendered by directors of first-class feature-length theatrical motion pictures in the motion picture industry, as, when and where reasonably required by Producer, and shall comply with all reasonable directions, requests, rules and regulations of Producer in connection therewith, whether or not the same involve matters of artistic taste or judgment.

(b) Facilities: The Picture shall be produced in Germany or at such studio and locations and using such facilities, services and equipment as shall be approved by Producer. All post-production work for the Picture shall be performed at such post-production facility in or around Los Angeles (or another mutually approved location) as Producer may approve.

(c) Term; Exclusivity: The term of Artist's production services pursuant to this Section shall commence on the date designated by Producer, and shall continue until the full and satisfactory completion of all services to be rendered by Artist hereunder or the earlier termination hereof, if any, by Producer (as herein provided). Artist shall render services hereunder on an exclusive basis during the "Pre-production Period" (i.e., the period commencing nine (9) weeks prior to the scheduled date for commencement of principal photography of the Picture (the "Start Date") (currently anticipated for August 30, 2007) and continuing through the complete delivery of Artist's director's cut of the Picture and thereafter non-exclusive but first priority through complete delivery of the Picture to Producer in accordance with Producer's standard delivery schedule. Artist agrees to shoot at least two (2) six (6)-day weeks.

- (d) Compensation: Upon the conditions that Lender and Artist fully perform all services and obligations required hereunder and that neither Lender nor Artist are in material default hereunder, and subject to Producer's rights of suspension and/or termination on account of Artist's Default or Disability or an event of Force Majeure, Producer shall pay Artist as full and complete consideration for such services and for all rights granted hereunder, the following sums, at the following times:
- (i) Fixed Compensation: The amount ("Fixed Compensation") \$1,500,000 which shall be an advance against the "Domestic Participation" (as defined below), payable as follows:
- (A) Two Hundred Fifty Thousand Dollars (\$250,000) paid upon Artist's signing of the attached Certificate of Engagement;
 - (B) Fifty Thousand Dollars (\$50,000) paid in two (2) equal installments in the last two (2) weeks prior to the Production Period.
 - (C) Nine Hundred Thousand Dollars (\$900,000) in equal weekly installments over the scheduled period for principal photography of the Picture (the "Production Period");
 - (D) One Hundred Fifty Thousand Dollars (\$150,000) upon completion of dubbing and scoring of the Picture; and
 - (E) One Hundred Fifty Thousand Dollars (\$150,000) upon complete delivery of the Picture to Producer in accordance with Producer's standard delivery specifications, including television cover shots and looping lines.
- (ii) Domestic Participation: Five percent (5%) of domestic (U.S. and Canada) AGR (at the MGM level, less only customary "off the tops"), calculated with a twenty-five percent (25%) video royalty.
- (iii) Foreign Participation: Upon the further condition that the Picture is completed under the supervision of Artist as director thereof, Producer shall pay Artist, an amount equal ten percent (10%) of the Foreign Enterprise Proceeds of the Picture, as Enterprise Proceeds are defined, computed, paid and accounted for in accordance with the definition of attached hereto as Exhibit A and incorporated herein by this reference ("Foreign Enterprise Proceeds"), escalating to fifteen percent (15%) of the Foreign Enterprise Proceeds at such time as on an artificial accounting basis, revenues are sufficient to have reached actual Foreign Enterprise Proceeds with distribution fees of two times (2x) that set forth in Exhibit B.

- (c) Date of Payment: All payments of Fixed Compensation to Lender hereunder shall be made on Producer's regular payday in the week following that week in which such payment shall have accrued and paid to Lender c/o International Creative Management, 8942 Wilshire Blvd., Beverly Hills, CA 90211, Attn: John Burnham.
4. Pay or Play: Subject to (a) Artist having approved the lead actor (John Cusack is preapproved), the screenplay (the May 14, 2007 screenplay is preapproved), and the budget for the Picture, and (b) Artist's execution of a customary completion guarantor director's inducement letter in a form approved by Producer and IFG, to be negotiated in good faith between Artist and the completion guarantor (and the draft of which shall be provided as early as practical), Lender will be pay or play upon the earlier of (a) the Lead actor becoming unconditionally pay or play, and (b) July 7, 2007
5. Credit:
- (a) Per DGA, Artist will be entitled to an individual director credit and a "film by" credit on screen in the main titles (or in the end titles if all cast and crew credits appear in the end titles) in a size of type no less than 75% of the size of the on-screen title (but no smaller than any non-cast individual credit), and in the billing block of paid advertising (tied in excluded ads to non-cast, except award and congratulatory ads), in a size of type no less than 50% of that used for the regular title in the billing block (but not smaller than any non-cast credit) and 25% of that used for the artwork title. Any mention of a prior De Bont-directed film (as in "from the director of") requires credit to Artist. The "film by" credit shall be before the title of the Picture.
- (b) Artist will also receive an "Executive Producer" credit on screen on a card that may be shared, and in paid ads subject to customary policies and exclusions but tied to all other "Executive Producer" credits.
6. Publicity: Lender and Artist agree not to issue or authorize the issuance of any publicity concerning this agreement or the Picture without the prior written approval of Producer. Once Producer issues its initial release concerning the Picture, Lender and/or Artist may make incidental references in personal publicity, which references are non-derogatory to the Picture and any party involved with the Picture, and which reveal no information regarding the financial or business aspects of the Picture (e.g., budget, compensation, etc.)
7. Delivery, Length, Rating: Lender and Artist shall deliver the director's cut of the Picture to Producer not later than ten (10) weeks (or such period as required by the applicable terms of the DGA Agreement) after the date upon which, under the final budget approved by Producer, principal photography is scheduled to be completed, subject to such shorter delivery period as may be dictated by Producer's release requirements or as may be

specified in each final budget (time being of the essence). The Picture, including the main and end titles, as delivered, shall (i) strictly adhere to the final approved budget, schedule and shooting script (subject to such minor and incidental changes required by the exigencies of production that do not materially change the story, theme or characterizations of the approved shooting script or as otherwise approved by Producer); (ii) be no less than ninety (90) minutes (exclusive of end titles) and no more than one hundred ten (110) minutes (inclusive of end titles) in length; (iii) be in color in an anamorphic ~~subject to budget~~ thirty-five millimeter (35mm) format (2.35:1); (iv) be produced in accordance with the applicable collective bargaining agreements and laws, regulations and requirements of all governmental agencies, both domestic and foreign, having jurisdiction with respect to the production thereof and all obligations under contracts in both cases of which Producer has advised Artist; (v) qualify with the Motion Picture Association of America for a rating no more restrictive than "PG-13," unless Producer agrees in writing to a more restrictive rating; (vi) be accompanied by delivery of all elements necessary for the television version (including, without limitation, cover shots and looping lines) as required to satisfy then-prevailing network broadcast standards and practices (such shots not to be used to qualify the Picture for the foregoing rating); and (vii) be accompanied by delivery of all elements and materials provided for in Producer's standard delivery schedule, including without limitation (A) television and airline versions of the Picture (collectively the "TV Version") incorporating all cover shots and looping lines as are required to satisfy then-prevailing U.S. network and airline broadcast standards and practices (such shots not to be used to qualify the Picture for the foregoing rating) and (B) video masters of both the theatrical version and TV Version of the Picture ("Video Masters"). Artist shall cause looping lines for the TV Version to be recorded concurrently with ADK work for the theatrical version of the Picture and shall cause the TV Version and Video Masters to be delivered to Producer as soon as reasonably feasible, but, in no event later than thirty (30) days following the date of delivery of the theatrical version of the Picture, time being of the essence. If Artist fails to cause the TV Version and/or the Video Masters to be completed and delivered by the end of such 30-day period, then Artist shall not have any consultation or other rights with respect thereto.

8. Cuts and Previews: Two (2) cuts and two (2) previews, subject to the bonded delivery schedule and release date exigencies, and customary conditions (on budget, on schedule, conforming to the approved screenplay, etc.) and exceptions to such conditions (force majeure, approved changes, third party breaches, etc.). Such previews shall be either public or private showings in accordance with the DGA Agreement. So long as Lender and Artist are not in material breach and subject to customary conditions including those imposed by the completion guarantor, all final cut decisions shall be made by Artist, MGM, and Intermedia together, with the majority prevailing in the event of an impasse, and provided Artist is not in material breach and subject to customary conditions, Artist shall be entitled to implement such changes on a one-time basis.
9. Results and Proceeds; Droit Moral: Producer shall be the sole and exclusive owner, in perpetuity and throughout the universe, of the results and proceeds of Lender's and Artist's services hereunder which shall be a "work made for hire" for Producer under the

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U.S. Copyright Law, specially ordered or commissioned for use as a part of a motion picture or other audio-visual work and/or prepared within the scope of Lender's and Artist's employment. Without limiting the generality of the foregoing, in the event the results and proceeds of Lender's and Artist's services hereunder are not deemed to be a "work-made-for-hire" for Producer, Lender and Artist hereby irrevocably and exclusively grant and assign all right, title and interest in and to such results and proceeds to Producer, including all rights of every kind and nature therein and thereto, throughout the universe, in perpetuity, in any and all media, whether now known or hereafter devised, and all copyrights, renewals and extensions thereof. Lender and Artist hereby waive any so-called "moral rights of authors" or "droit moral" rights Artist may have in connection with the Picture.

10. Approvals:

- (a) Artist shall have mutual approval of the lead actor (John Cusack is approved), the actress playing Cusack's daughter and the actor playing "Baker", budget, production and post schedule, final script (the May 14, 2007 draft is approved), and start date (August 30, 2007 deemed approved).

MARK
MANCINA
PRE-APPROVED
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Artist will have mutual approval with Producer of creative matters not specified in (a) above, including without limitation other cast, the line producer, music and composer, provided that in the event of a disagreement (after good faith discussions) Producer's decision shall be controlling. Producer shall have the right to designate the UPM, location auditor, and domestic ad campaign and release pattern in consultation with Artist. Artist shall have the right to designate other crew (subject to budget, availability, visas, unions, Producer's ability to make a deal in its reasonable discretion, no prior negative experience, existing third-party obligations, and financing-related restrictions;

- (b) Artist's approval rights, pursuant to this paragraph 10, shall become rights of meaningful consultation as of commencement of principal photography.

11. Insurance: Lender and Artist shall be covered under Producer's errors and omissions insurance policy and general liability policy in connection with the Picture, subject to the limitations, restrictions and terms of said policies.

12. Travel: If Producer requires Artist to travel more than fifty (50) miles from his residence in connection with his services, Producer agrees to provide Artist with his first class air transportation and expenses, \$2,500 (non-accountable) per week in urban areas and \$2,100 per week in non-urban areas, pro-rata at 1/7 per day, inclusive of accommodations. Artist shall be provided with exclusive ground transportation between residence, hotels, airports and sets and exclusive use of a full size rental car. If Producer requires Artist to travel on location more than fifty (50) miles from his residence for over two (2) consecutive weeks during principal photography, Producer will provide at least two (2) business class round trip transportation (by air if available if used) for non-

business companions and/or family travel, on an if used basis. Producer will consider additional transportation for Artist's companions, budget and completion guarantor permitting.

13. Premiere: Producer shall invite Artist and one guest to the following showings of the Picture (and provide roundtrip transportation for Artist and guest by first-class air, if appropriate, exclusive ground transportation, and expenses only, if used) to same: all U.S. celebrity premieres (if any) of the Picture, and the Cannes Film Festival (but only if the Picture is an official selection for competition).
14. Home Video Copy: Provided Artist receives credit as the director in connection with the Picture, Producer shall furnish, at no cost to Artist, one half-inch (1/2") VHS format videocassette and one DVD of the Picture, if and when available to the general public, solely for Artist's own personal use.
15. Trailer/Office/Assistant: Artist will have an exclusive office comparable to that furnished Producers, including telephone, computer and fax (and when on location, a single trailer with customary first class amenities), cell phone (with all business calls reimbursed) and reimbursement for an assistant selected by Artist (\$900 per week for a five-day week, and \$950 per week for any six-day week, and with economy class round trip air to Berlin, accommodations and crew per diem) during the exclusive period hereunder on terms to be negotiated in good faith in accordance with precedent and budget.
16. Sequels and Remakes: Provided Artist directs the Picture and is not in uncured material breach for a period of seven (7) years following initial general release of the Picture, Artist will have a right of first negotiation to direct film sequels and remakes and series based upon the Picture (on a rolling basis), with a floor of this deal for feature films. This right of first negotiation will be subject to the customary conditions (that Artist is then still active as a director, and is available when reasonably required, has directed the previous production, and with respect to television, subject to the approval of the broadcast or cable network, which approval Producer agrees to make reasonable efforts to obtain).
17. Remedies/Injunctive Relief: Neither the breach nor alleged breach of this Agreement by Producer, nor the termination of this Agreement, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect Producer's ownership of the Property and all rights granted under this Agreement. Lender's and Artist's sole remedy for any such breach or alleged breach shall be an action at law to recover such monetary damages, and they each waive all right to equitable and injunctive relief.
18. Standard Terms: The balance of this agreement shall be Producer's standard terms for director agreements (e.g., suspension and/or termination, force majeure, indemnification, no injunctive relief, etc.), subject to such written modifications mutually agreed after good faith negotiations within customary parameters. The status of such good faith negotiations hereunder shall not derogate from the grant of rights herein.

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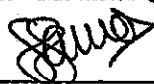
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19. Entire Agreement: This Director's Agreement and the Certificate of Engagement attached to this Director Deal Memo constitute the entire agreement ("Agreement") between the parties with respect to the subject matter hereof and unless and until a more formal agreement is entered into in writing between the parties with respect to such subject matter, the Agreement shall replace and supersede any and all prior written or oral agreements in connection with such subject matter and constitute the full and binding agreement between them. Producer shall assign this agreement to a DGA signatory prior to commencement of pre-production but in any event, to the extent that any provision of this Agreement conflicts with the mandatory terms of the DGA agreement, this Agreement shall be limited to the extent necessary to permit compliance with the minimum mandatory terms and conditions of the DGA agreement.

Please acknowledge your acceptance of and agreement with the foregoing by signing in the place provided below.

Sincerely,

INTERMEDIA FILM EQUITIES LIMITED

By: 
Its: DIRECTOR

ACCEPTED AND AGREED:

BLUE TULIP INTERNATIONAL

By: 
Its: PRESIDENT

ARTIST'S INDUCEMENT LETTER

As an inducement to Producer to enter into the foregoing agreement, I represent, warrant and agree: that Lender is authorized to furnish my services as herein provided, and if for any reason either of my employment contracts with Lender should expire or terminate before completion of my services hereunder, I will keep and perform all of the terms and conditions hereof as though I were a party hereto; that I will keep and perform all terms and conditions hereof and will perform my services as required hereunder conscientiously and to the best of my ability; that Producer shall be entitled to apply for equitable relief by injunction or otherwise to prevent a material breach of any of my agreements hereunder; that I will look solely to Lender for compensation for my services hereunder and Producer shall have no obligation to compensate me for any services or for any rights granted hereunder; that I hereby confirm and join in the grant to you of all rights hereunder, including, but not limited to, all rights granted in and to the results and proceeds of my services and the right to use my name and likeness as set forth therein, whether or not my employment by either Lender should expire or be terminated; that I shall indemnify and hold Producer harmless from and against all claims imposed upon, sustained or incurred by reason of failure to deduct or withhold from the compensation payable to Lender hereunder any amounts required to be deducted or withheld under the provisions of any now or hereafter existing law, regulation or collective bargaining agreement; and that for purposes of any and all Workers' Compensation statutes, laws, or regulations ("Workers' Compensation"), I acknowledge that an employment relationship exists between Producer and me, Producer being my special employer under the agreement, and my remedies in connection with any claim for which Workers' Compensation provides remedy shall be limited to those provided by Workers' Compensation.


JAN DE BONT

EXHIBIT "A"

CERTIFICATE OF ENGAGEMENT

"STOPPING POWER"

JAN DE BONT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Jan de Bont ("Artist"), hereby certify that I have rendered and will render services in connection with the theatrical motion picture project currently entitled "STOPPING POWER" ("Picture") as an employee of Blue Tulip International ("Lender"), which is furnishing my services pursuant and subject to all of the terms and conditions of that certain deal memorandum between Lender ("Producer"), dated as of April 15, 2006 ("Agreement"). In connection therewith, I hereby represent, warrant and agree that (a) my services are rendered for good and valuable consideration, the sufficiency of which is hereby acknowledged; (b) the results, proceeds and product of such services (including any physical materials created by Lender or me) are specially ordered from Lender by Producer for use as part of a motion picture or other audio visual work; (c) such results, proceeds and product shall be considered a "work made for hire" for Producer; and (d) Producer shall be considered, forever and for all purposes throughout the universe, the author thereof and the sole copyright owner thereof and the owner of all rights therein and of all proceeds derived therefrom and in connection therewith, with the right to make such changes therein and such uses and disposition thereof, in whole or in part, as Producer may from time to time determine as the author and owner thereof. If and to the extent that the foregoing provisions do not operate to vest fully and effectively in Producer all or any of such rights, as beneficial owner I hereby grant and assign to Producer all rights of every kind and nature whether now or hereafter known or created which may not have so vested (and so far as may be appropriate by way of immediate assignment of future copyright) throughout the universe in perpetuity, including rental and lending rights, for which I acknowledge that a portion of the compensation provided in the Agreement is adequate consideration. I further represent and warrant that, except with respect to materials supplied to me by Producer and materials in the public domain, (i) the results, proceeds and product of my services hereunder are original with me, and (ii) to the best of my knowledge, the results, proceeds and product of my services hereunder do not and will not defame, infringe or violate the rights of privacy or any other rights of any third party and are not the subject of any actual or threatened litigation or claim. I shall indemnify Producer, its affiliated entities, assigns and licensees against any loss, cost or damage (including reasonable outside attorneys' fees) arising out of or in connection with any breach of any of the aforesaid representations, warranties or agreements. I agree that I shall sign such customary documents consistent herewith and do such customary other acts and deeds as may be reasonably necessary to further evidence or effectuate Producer's rights hereunder. Except with respect to (A) matters constituting a breach by me of any of the above representations, warranties and/or agreements, Producer shall indemnify, defend and hold Lenders and me and its and my successors-in-interest harmless from and against any loss, cost or damage (including reasonable outside attorneys' fees) arising out of or in connection with any third party claim resulting from Producer's development, production, distribution and/or exploitation of the

Picture. The Agreement may be assigned freely by Producer and such assignment shall be binding upon the undersigned and inure to the benefit of such assignee, provided that Producer shall remain liable unless such assignee is a major or mini-major motion picture studio, television network or other similarly financially responsible party which assumes all of Producer's obligations in writing, in which event, such assignment shall be deemed a novation forever releasing and discharging Producer from any further liability or obligation to me. IN WITNESS WHEREOF, this document has been signed this 2nd day of July, 2006. *JB*


JAN DE BONT

The undersigned Lender confirms that (a) the results, proceeds and product of services rendered by Artist under and pursuant to the Agreement (including any physical materials created by Artist or Lenders) are specially ordered from Lender by Producer for use as part of a motion picture or other audio visual work and shall be considered a "work made for hire" for Producer, (b) Producer shall be considered, forever and for all purposes throughout the universe, the author thereof and the sole copyright owner thereof, and (c) Lender agrees to be bound by the representations, warranties, agreements, covenants and indemnities of Artist set forth above. If and to the extent that the foregoing provisions do not operate to vest fully and effectively in Producer all or any of such rights in such results, proceeds and product, Lender, as beneficial owner, hereby grants and assigns to Producer all rights of every kind and nature whether now or hereafter known or created which may not have so vested (and so far as may be appropriate by way of immediate assignment of future copyright) throughout the universe in perpetuity.

ACCEPTED AND AGREED:

BLUE TULIP INTERNATIONAL

By: 
Its: PRESIDENT

EXHIBIT "B"

ENTERPRISE PROCEEDS DEFINITION

"STOPPING POWER"

IAN DE BONT

"Foreign Enterprise Proceeds" shall be defined as all sums remaining after the deduction from Foreign Gross Receipts (as hereinafter defined) of the following items in the following order: (1) Distribution Fees (as defined below) to Intermedia Global Ltd., its affiliate or designee ("IM"), with respect to the Picture; (2) seventy five percent (75%) of the actual, ~~direct~~, out-of-pocket, ~~accountable marketing costs, residuals, collection costs and other customary~~ "off the tops" direct out-of-pocket costs relating to the distribution of the Picture; (3) any participations in Foreign Gross Receipts payable to individuals or entities rendering services in connection with the Picture; (4) seventy five percent (75%) of the negative cost of the Picture (including, without limitation, completion bond fees, and third party financing costs, fees and interest); (5) seventy five percent (75%) any deferments payable to any individual or entity in connection with rights granted or services rendered in connection with the Picture; and (6) seventy five percent (75%) of IM's customary marketing fee in a sum equal to 1% of the budget of the Picture, provided such sum is no less than \$100,000 and no more than \$250,000. Foreign Gross Receipts shall be defined as all non-refundable amounts, if any, received by IM from exploitation (including without limitation merchandising and soundtrack albums) of the Picture outside the United States and Canada. IM shall be entitled to receive distribution fees in a sum equal to 10% of Gross Receipts with respect to territories other than the United States and Canada, inclusive of all sales agents' fees, but not unaffiliated distributors' or subdistributors' fees. Net receipts from product placement fees shall reduce the negative cost. Lender shall be entitled to IM's customary audit rights and statements.

R MEDIA ACQUISITIONS, LLC

September 8, 2007

Sascha Konzack
IM Internationalmedia AG
Kaulbachstrasse #1
Munich, Germany 80539

Dear Sascha:

This letter, when countersigned by a representative of IM Internationalmedia AG ("IM") and R Media Acquisitions, LLC or its designated affiliate ("RMA"), shall constitute a binding agreement between IM on the one hand and RMA on the other hand as to the material terms set forth herein (the "Agreement"). RMA is aware that IM must obtain approval from its Supervisory Board to enter into this Agreement. If RMA has not received notice from IM that IM's Supervisory Board has approved this Agreement by 12pm Los Angeles time on September 9, 2007, addressed to the undersigned and faxed to 1-310-388-5363, then subject to Section 2(A), this Agreement shall terminate.

1. The parties shall effect the following "Transactions":

- A. RMA shall acquire (i) 100% ownership of IM Stopping Power GmbH ("IMSP"); (ii) 100% ownership of Stopping Power Productions, Inc., a California corporation ("SPP"); (iii) 100% ownership of Stopping Power Productions, Ltd. ("SPPLTD"); and (iv) all right, title and interest to the assets as set forth on the attached Annex A ("IM Assets"). Upon transfer of the ownership interests in each of IMSP, SPP and SPPLTD, RMA shall permit the immediate resignation of all employees of IM and its affiliates from any director or officer positions in IMSP, SPP, and SPPLTD, and shall release such individuals from any corporate liability arising as a result of having held such position.
- B. IMSP is a single purpose entity whose primary function is to produce the film "Stopping Power" (hereinafter referred to as "SP" or the "Film"). SPP is a single purpose entity whose primary function is to enter into the production loan for the Film. SPPLTD is a single purpose entity whose primary purpose function is to handle certain payroll functions related to the Film. Additionally, IM and certain IM subsidiaries own certain rights or have certain obligations relating to the Film. RMA understands that the Film has shut down, production has ceased, and that IM

Exhibit "B"

C. RMA shall provide a loan to Intermedia Film Equities USA, Inc. ("IMFEUSA") in the amount of US\$1,000,000 payable by RMA to IM upon execution of this Agreement (the "RMA Financing").

D. The terms and conditions of the SP Financing and the RMA Financing shall together be set forth in a secured promissory note (the "Note"), security agreement (the "Security Agreement") and stock pledge agreement ("Stock Pledge Agreement") the form and substance of which shall be substantially as that set forth in the attached Exhibit 1 and which shall be executed concurrently upon execution of this Agreement. The Note shall bear interest at 7% per annum and shall have a maturity date of one year for the SP Financing and one-hundred and eighty days for the RMA Financing. The Note shall provide that to the extent that RMA recoups the actual costs of production of the Film, including without limitation, the Stopping Power Liability, and the Note has not been repaid by IM, the SP Financing shall be forgiven or, if IM has made payment to RMA under the Note, that amount paid by IM to RMA shall be remitted back to IM. If within one year from the date that the Note is initially funded RMA can obtain releases from IM's senior lenders, namely Octave-1 Fund, Ltd. and IMF, of their liens and security interest in the IM Assets, then RMA shall cancel the loan made for the SP Financing and IM shall have no obligation for its

repayment. RMA shall not be obligated to fund the Note until such time as the Note, Security Agreement and the Stock Pledge Agreement have been executed by IM and delivered to RMA.

- E. For the projects in development as listed on the attached Annex A, RMA shall retain IM or its subsidiaries, as applicable, as a producer on such project on terms to be negotiated in good faith between the parties.
- F. Concurrent with the execution of this Agreement IM shall enter into a sales agency agreement with RMA or its designee, in the form and substance attached hereto as Exhibit 2, to be its sales agent for all of the films in the IM library, regardless of the IM entity owning or holding the rights to such films (the "IM Films"). The IM Films are listed on the attached Exhibit 2.
- G. IMSP, SPP and SPPLTD shall deliver to RMA the stock certificates representing 100% ownership of each of those entities no later than the close of business in Los Angeles on September 12, 2007.

2. The Transactions shall be according to the following material terms:

- A. Upon receipt by RMA of this Agreement signed by IM, RMA shall hold IM's signature to this Agreement in escrow pending (i) funding of the Note, and (ii) confirmation by RMA that there are no material changes in the circumstances relating to the Film, both of which shall occur on or before 2pm PST on September 10, 2007.
- B. The terms of this Agreement shall be binding and not contingent on the parties entering into a long form agreement. However, the parties intend to enter into long form agreements for the Transactions whereby the parties will use their best efforts to take each party's objectives into consideration and achieve tax neutral transactions.
- C. The parties shall negotiate in good faith such long form agreements and such other documentation as may be necessary or appropriate, all in form and substance reasonably satisfactory to RMA and its counsel on the one hand and to IM and its counsel on the other hand ("Definitive Agreement"), which shall include customary and appropriate representations and warranties which shall survive the closing of the Transactions as well as customary conditions precedent and indemnification, including such additional terms, conditions and restrictions as are customarily addressed in agreements of a similar type for transactions of a similar kind. It is the intent of the parties that they will commence drafting of the Definitive Agreement immediately upon execution of this Agreement and that they will have the Definitive Agreement fully

SECRET

- A. RMA and IM each represents to the other that it has all the necessary power and authority to execute and deliver this Agreement and the execution and delivery of this Agreement by it does not result in it being in violation of, breach of or default under, any material contract, agreement or understanding, whether oral or written, to which it is a party, except as disclosed herein and on the attached Exhibit 3.
- B. IM represents and warrants that it is the 100% owner of IMSP, SPP, SPPLTD and the IM Assets and that it has the authority to (i) transfer said interests to RMA, (ii) enter into the SP and RMA Financing, the Note, Security Agreement and the Stock Pledge Agreement, and (iii) enter into all other agreements set forth herein, subject only to receipt of the consent of the IM Supervisory Board and as disclosed herein and on the attached Exhibit 3.
- C. IM further represents and warrants to the following with regard to the IM Assets: (i) the IM Assets shall be acquired subject only to perfected security interests in existence as of the date of this Agreement; (ii) IM or its subsidiaries, as applicable, shall assign to RMA all rights relating to the IM Assets, including without limitation, distribution rights, regardless of whether those rights are held by IM or any of its subsidiary or affiliated companies; and (iii) IM or its subsidiaries, as applicable, shall provide full access to RMA to the files and documents relating to the IM Assets, including all production and legal files as well as props still in the possession of IM or its subsidiaries. RMA acknowledges that the consent of certain parties is necessary for the transfer of the IM Assets, including, Octave-1 Fund, Ltd. and IM Internationale Medien und Film & Co. Produktions KG with regard to all of the assets and certain parties other parties, including those noted on Annex A, with respect to certain specific films. IM represents and warrants that it will cooperate fully with RMA to obtain such consents. RMA represents and warrants that so long as IM cooperates fully in the effort to procure such consents, the failure to obtain them shall not be

deemed a breach of this Agreement. RMA further represents and warrants that once the IM Assets have been transferred to RMA, RMA shall be responsible for the liabilities and obligations associated with the IM Assets and shall execute appropriate guild assumption agreements.

- D. IM further represents and warrants to the following with regard to the Film: (i) it has obtained an extension through September 16, 2007 for the purchase of the underlying property rights relating to the Film; (ii) IM or its subsidiaries, as applicable, shall assign to RMA any distribution rights that it has in the Film, including any distribution rights held by Intermedia Film Distribution Limited, as well as the benefit from any other contractual or other arrangement, including, without limitation, any fees or other monies due to IMSP, SPP, IM or any IM subsidiary or affiliate for the Film, if any; and (iii) IM or its subsidiaries, as applicable shall assign to RMA any claims it may have against any party for failure to provide financing to the Film, including the obligation to provide equity for the Film, or for breach of any agreement between any third party and IMSP or SPP or in any way relating to the Film. RMA acknowledges that the consent of MGM is required for the assignment of the distribution rights relating to the Film and IM represents and warrants that it will cooperate fully with RMA to obtain MGM's consent.
- E. IM represents and warrants that the IM Films listed on the attached Exhibit 3 represent all of the films in which IM and any of its subsidiary entities owns or holds any interest.
- F. RMA represents and warrants that it will assume any obligations or liabilities associated with its assumption of the rights under the Film including the execution of all applicable guild assumption agreements.
- G. IM further represents and warrants that it and its subsidiaries will cooperate fully with the implementation of the terms of this Agreement, and agrees to execute and deliver any and all documents and instruments and to do and perform any and all acts and things necessary or proper to further effectuate or evidence the terms and provisions of this Agreement. The parties acknowledge that (i) there will be substantial documentation that will need to be executed in order to effectuate the terms of this Agreement, including without limitation, copyright mortgages and assignments that will need to be filed with the US Copyright office as well as with similar offices in Europe as well as lab access and direction to pay letters; (ii) time is of the essence with regard to completing, executing and filing, as applicable, all such documentation; and (iii) RMA is relying on IM and its subsidiaries, as applicable, to timely comply with the completion of the documentation for these Transactions. For the sake of clarity, the parties acknowledge and agree that IM or its subsidiaries' failure to comply with this Section 3(E) shall constitute a material breach of this Agreement pursuant to which RMA shall be entitled to seek all remedies available, whether at law

SECRET

H. Each party will bear its own costs and expenses incurred in connection with the Transactions proposed by this Agreement. Neither RMA nor IM shall be responsible for the fees of any finder or broker engaged by or on behalf of the other.

I. Each of the parties hereto shall maintain the confidentiality of and shall not disclose any of the terms of this Agreement (including its existence or the fact that the parties are in negotiations), and any other information related to the other party or its representatives or affiliates, except to the extent required by law (including applicable stock exchange regulations) (provided that any party so required shall provide the other party with the contents of such disclosure as soon as reasonably practicable prior to making such disclosure). No press release or other public announcement with respect to the subject matter of this Agreement will be made prior to the signing of the Definitive Agreement without the mutual agreement of the parties, except to the extent required by applicable law, including applicable stock exchange regulations.

J. Each party represents that it is free to enter into this Agreement and to effect the Transactions, and that such will not violate the rights of any other person respecting a potential acquisition or other agreement entered into by such party concerning IM (the "No Conflict Representation"). Each party shall indemnify and hold harmless the other party and its agents and representatives (collectively, "Indemnified Persons") from and against any and all losses, claims or damages, including, without limitation, reasonable attorneys' and accountants' fees and disbursements (collectively, "Losses"), asserted against an Indemnified Person as a result of a breach by the other party of the No Conflict Representation.

K. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of California. Each of the parties hereto recognizes and hereby irrevocably consents to the exclusive jurisdiction over him, her or it, as the case may be, of the Superior Court of California, County of Los Angeles, in connection with any action or proceeding (whether it be for contract or tort, at law or in equity, or otherwise) arising out of or relating in any way to this Agreement, or any other document relating hereto or delivered in connection herewith. This Agreement may not be modified except in writing signed by both parties. In the event of any controversy, claim or dispute among the parties arising out of or related to the agreement or the

Sascha Konzack
1M Internationalmedia AG
September 7, 2007
Page 7

breach thereof, or otherwise concerning the terms or performance of this Agreement, in addition to damages the prevailing party in such dispute shall be entitled to receive from the other party its costs and attorneys' fees therein. This Agreement may be executed in one or more counterparts each of which shall constitute an original hereof and which together shall constitute one agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement covenants to negotiate in utmost good faith and fair dealing. Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto or constitute either party the agent of the other. If any of the provisions of this Agreement shall be unlawful, void, or for any reason unenforceable, they shall be deemed separable from and shall in no way affect the validity or enforcement of the remaining provisions of this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer any benefit upon any person other than the parties hereto.

If the terms outlined in this letter are acceptable to you, please so indicate by signing on the space provided below.

Very truly yours,

R Media Acquisitions, LLC

By: **David Bergstein**
Manager

Agreed to and accepted this ____ day of September 2007:

IM Internationalmedia AG

By: **Sascha Konzack**

Annex A – IM Assets Transferred to RMA⁺

Adaptation
Alexander (being transferred)
Basic
Crow, The Salvation
Dark Blue
KPAX
Life of David Gale
Nurse Betty
Omega Doom
Terminator 3
Wedding Planner
*GI Jane
*Malcolm X
*Mulholland Falls

Development Projects

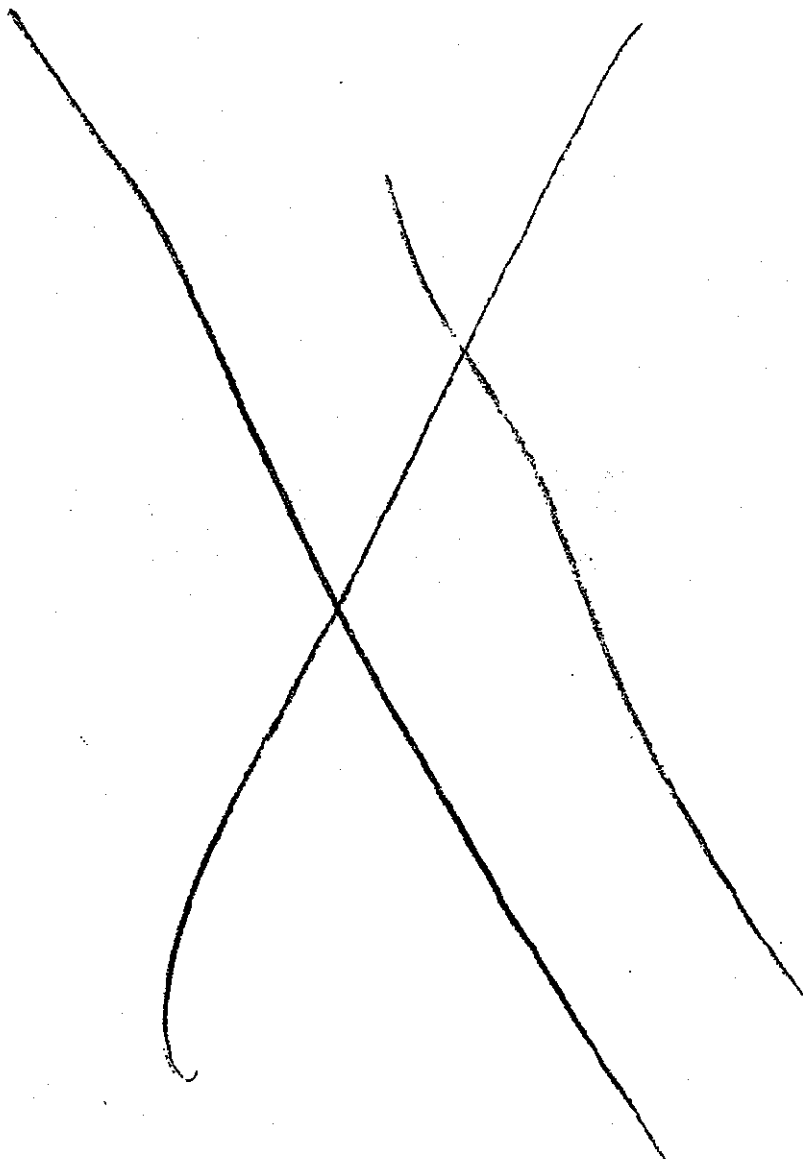
Hyperreal***

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- + RMA acknowledges that IM is transferring only those rights that it has in the assets listed on Annex A
- ** RMA acknowledges that IM needs to obtain the consent from Green Street in order to transfer or assign this project to RMA
- *** RMA acknowledges that IM will quitclaim those rights it has in these projects

Sascha Konzack
IM Internationalmedia AG
September 7, 2007
Page 9

Exhibit 1 – form of Note, Security Agreement, Stock Pledge Agreement



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14:54:54

Sascha Konzack
IM Internationalmedia AG
September 7, 2007
Page 10

Exhibit 2

Form of Sales Agency Agreement
IM Films

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Exhibit 3

Disclosure Schedule

1. Octave-1 Fund, Ltd.'s a perfected security interest in substantially all of IM's film library pursuant to loan documents that contain negative covenants. The granting of an additional lien on, or any transfer of such titles or pledging shares of Intermedia Film Equities Limited, Intermedia Film Distribution Limited, MEI Films Limited, Intermedia Film Equities USA, Inc. or Intermedia Film Distribution, Inc., without Octave-1 Fund, Ltd.'s consent constitutes a breach of the agreements between IM and Octave-1 Fund, Ltd.
2. IM Internationale Medien und Film GmbH & Co 2 / IM Internationale Medien und Film GmbH & Co 3 ("IMF") has a lien on the proceeds of the following films: ~~Adaptation~~; Alexander; K40; KPAX; ~~Life of David Gale~~; ~~Nurse Betty~~; Terminator 3; and ~~Wedding Planner~~; to secure principally the payment of its participation. The granting of an additional lien in the aforementioned collateral without IMF's consent constitutes a breach of the agreements with it.
3. There are various distributor and guild liens on the pictures.
4. The consent of various "studio" distributors of the IM Assets may be required and for the transfer or encumbering of the IM Assets.
5. The pledging of shares of Intermedia Film Equities USA, Inc. is prohibited under the terms of bonds issued by IM in 2005.

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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

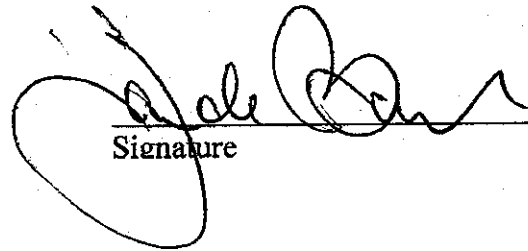
I have read the foregoing VERIFIED COMPLAINT FOR BREACH OF CONTRACT and know its contents.

I am Principal of Blue Tulip International, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on September 9, 2009, at Beverly Hills, California.

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

JAN DE BONT
Jan DeBont
Print Name of Signatory


Signature

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

Michael Bergman (SBN 37797)
 Weissmann Wolff Bergman Coleman Grodin & Evali LLP
 9665 Wilshire Boulevard
 Beverly Hills, California 90212

TELEPHONE NO.: (310) 858-7888

FAX NO.: (310) 550-7191

ATTORNEY FOR (Name): Plaintiff

FILED
 LOS ANGELES SUPERIOR COURT

SEP 14 2009

JOHN A. CLARKE, CLERK

BY AMBER LA FLEUR-CLAYTON, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Central

CASE NAME: BLUE TULIP INTERNATIONAL v. R MEDIA ACQUISITIONS, LLC

CIVIL CASE COVER SHEET

- ☒ **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)

CASE NUMBER:

BC 421878

JUDGE:

DEPT:

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 P/PI/D/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other P/PI/D/WD (23)

Non-P/PI/D/WD (Other) Tort

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

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☒ 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 ☒ 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. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

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

5. This case ☐ is ☒ 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: September 14, 2009

Michael Bergman MICHAEL BERGMAN

(TYPE OR PRINT NAME)

Michael Bergman
 (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.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36) Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: BLUE TULIP INTERNATIONAL V. R MEDIA ACQUISITIONS

CASE NUMBER

BC 421676

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

This form is required pursuant to LASC 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. Select 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 Los Angeles Superior Court Local Rule 2.0.

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

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input 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., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 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.

SHORT TITLE: Blue Tulip v. R Media Acquisitions	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 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 <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 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 <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 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- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
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.

SHORT TITLE: Blue Tulip v. R Media Acquisitions	CASE NUMBER
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Judicial Review (Cont'd.)

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
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 type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input 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: Blue Tulip v. R Media Acquisitions	CASE NUMBER
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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 NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 2202 Main Street
CITY: Santa Monica	STATE: CA	ZIP CODE: 90405

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 Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: September 14, 2009


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Michael Bergman

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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.