

1 **BUCHALTER NEMER**  
A Professional Corporation  
2 **MICHAEL B. FISHER** (SBN: 203620)  
1000 Wilshire Boulevard, Suite 1500  
3 Los Angeles, CA 90017-2457  
Telephone: (213) 891-0700  
4 Facsimile: (213) 896-0400  
Email: [mbfisher@buchalter.com](mailto:mbfisher@buchalter.com)

5 **LIDDLE & ROBINSON, L.L.P.**  
6 **DAVID MAREK**  
800 Third Avenue  
7 New York, New York  
Telephone: (212) 687-8500

8 Attorneys for Plaintiffs  
9 **INUKSHUK, LLC; HAYDEN CHRISTENSEN; FOREST**  
10 **PARK PICTURES; and TOVE CHRISTENSEN**

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

13  
14 **INUKSHUK, LLC; HAYDEN**  
15 **CHRISTENSEN; FOREST PARK**  
16 **PICTURES; and TOVE CHRISTENSEN,**

16 Plaintiffs,

17 vs.

18 **BMS PICTURE THREE, INC.; LUCKY 50**  
19 **PRODUCTIONS, INC.; BAUER**  
20 **MARTINEZ ENTERTAINMENT, INC.**  
(f/k/a BAUER MARTINEZ  
21 **DISTRIBUTION, INC.); and PHILIPPE**  
22 **MARTINEZ,**

21 Defendants.

CASE NO. **BC424404**

**COMPLAINT**  
**JURY TRIAL DEMANDED**  
**BREACH OF CONTRACT**

23  
24 Plaintiffs, Inukshuk, LLC, Hayden Christensen, Forest Park Pictures, and  
25 Christensen allege as follows:

26 1. This is a civil action for damages and remedies for breach of four written contracts  
27 entered into between the parties, and for Mr. Martinez's fraud.

*John A. Clarke*  
*John A. Clarke*  
*John A. Clarke*

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

OCT 22 2009

John A. Clarke, Executive Officer/Clerk  
By *Rugena Lopez* Deputy  
RUGENA LOPEZ

*A6028*  
*90048*

CIT/BASE: 88424404 TA/REF:  
RECEIPT #: 0847788992  
DATE PAID: 10/22/09 03:05:41 PM  
PAYMENT: \$355.00  
RECEIVED: 0310

CHECK: 355.00  
CASH:  
CHANGE:  
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**THE PARTIES**

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2. Inukshuk, LLC ("Inukshuk") is an Anguillan corporation.

3. Hayden Christensen is an individual who resides in Canada.

4. Forest Park Pictures is a company with its principal place of business located in Los Angeles, California.

5. Tove Christensen is an individual who resides in Los Angeles, California.

6. BMS Picture Three, Inc. ("BMS") is an inactive Florida corporation wholly owned and operated by Philippe Martinez. According to the Articles of Incorporation of BMS Picture Three, Inc., Mr. Martinez was the company's sole director, and served as its Chief Executive Officer, President, Secretary, and Treasurer. Upon information and belief, Mr. Martinez was the sole shareholder of BMS throughout the company's existence. On or around September 26, 2008, Mr. Martinez voluntarily dissolved BMS.

7. Lucky 50 Productions, Inc. ("Lucky 50") is an inactive Florida corporation wholly owned and operated by Philippe Martinez. On or around September 26, 2008, Mr. Martinez voluntarily dissolved BMS.

8. Bauer Martinez Entertainment, Inc. ("Bauer Martinez") is an inactive movie production and distribution company with its principal place of business located at 801 W. Bay Dr. Ste. 800 Largo, FL 33770. Mr. Martinez was the company's sole director, and served as its Chief Executive Officer, President, Secretary, and Treasurer. Upon information and belief, Mr. Martinez was the sole shareholder of BMS throughout the company's existence. On or around September 26, 2008, Mr. Martinez voluntarily dissolved Bauer Martinez.

9. Philippe Martinez is a resident of California. He continues to produce and finance films.

**VENUE**

10. Venue is proper because a substantial part of the events giving rise to Plaintiff's claims occurred in Los Angeles, California.

**FACTUAL ALLEGATIONS**

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2           11.     In 2005, Mr. Martinez, who has spent his career in France and the United States  
3 working in the film production business, announced publicly that he had secured over  
4 \$250,000,000 as funding for the production and distribution of independent films. Around this  
5 time, Mr. Martinez established Bauer Martinez.

6           12.     In May 2005, at the Cannes Film Festival, Mr. Martinez met with Hayden and  
7 Tove Christensen. At this meeting, Mr. Martinez told Hayden and Tove Christensen that he  
8 wanted Forrest Park Pictures, their production company, to sign a first-look agreement with Bauer  
9 Martinez. Mr. Martinez also told Hayden and Tove Christensen that he had secured an overall  
10 fund of \$250,000,000 for production and distribution, which included a \$100,000,000 production  
11 fund and a \$150,000,000 print and advertising (or "P&A") fund.

12           13.     Based on Mr. Martinez's representations, on or around May 26, 2005, Mr.  
13 Martinez and Bauer Martinez, on the one hand, and Forrest Park Pictures, a production company  
14 owned and operated by Hayden and Tove Christensen, on the other hand, entered into a first look  
15 agreement (the "First Look Agreement"). According to the terms of the First Look Agreement,  
16 Forrest Park Pictures agreed to give Mr. Martinez and Bauer Martinez 'first look' rights to  
17 produce, distribute, finance and exploit all theatrical motion picture projects, owned or controlled  
18 or which maybe owned or controlled by [Forrest Park Pictures] . . . ." In exchange, Bauer  
19 Martinez agreed to pay Forrest Park Pictures "a gross fee of \$200,000."

20           14.     Around this same time, Mr. Martinez and Bauer Martinez entered into contracts  
21 with several writers, directors, and actors to secure their services on films he intended to produce  
22 through Bauer Martinez Entertainment and the various other companies he established. Upon  
23 information and belief, Mr. Martinez and Bauer Martinez breached their obligations under several  
24 of those contracts as well because Mr. Martinez did not have access to financing, as he had  
25 claimed.

26           15.     On or about October 25, 2005, Mr. Martinez, through Bauer Martinez, BMS, and  
27 Lucky 50, entered into an actor agreement (the "Actor Agreement") with Hayden Christensen.  
28 According to the terms of the Actor Agreement, Hayden Christensen agreed to act in "Crash

1 Bandits," a motion picture that Mr. Martinez intended to produce, and Mr. Martinez, Bauer  
2 Martinez, BMS, and Lucky 50 agreed to pay Hayden Christensen \$3,000,000 whether or not Mr.  
3 Martinez ultimately produced "Crash Bandits."

4 16. As an inducement to Inukshuk and Hayden Christensen to enter into the Actor  
5 Agreement, Bauer Martinez agreed to guarantee ("Guarantee") all payments to Inukshuk and  
6 Hayden Christensen. According to the Guarantee, "The Guaranteed Obligations are independent  
7 of the obligations of Company and a separation action or actions may be brought against  
8 Guarantor whether or not Company is joined in any action or actions."

9 17. Hayden Christensen fulfilled his obligations under the Actor Agreement.

10 18. On or around October 25, 2005, Mr. Martinez, through Bauer Martinez, BMS, and  
11 Lucky 50, also entered into a co-producer agreement (the "Co-Producer Agreement") with Tove  
12 Christensen. According to the terms of the Co-Producer Agreement, Tove Christensen agreed to  
13 act as a coproducer on "Crash Bandits," and Mr. Martinez, Bauer Martinez, BMS, and Lucky 50  
14 agreed to pay Tove Christensen \$150,000 whether or not Mr. Martinez ultimately produced Crash  
15 Bandits.

16 19. Tove Christensen fulfilled his obligations under the Co-Producer Agreement.

17 20. Ultimately, Mr. Martinez did not produce "Crash Bandits."

18 21. Plaintiffs demanded payment in full, but Defendants failed and refused to pay  
19 Plaintiffs seek the outstanding balance under the First Look Agreement, the Actor Agreement,  
20 and the Co-Producer Agreement of \$2,638,888.

21 22. In an effort to reach a resolution short of litigation, on or around December 18,  
22 2006, the parties entered into a settlement agreement and mutual release (the "Settlement  
23 Agreement"), which was signed and agreed to on behalf of Hayden Christensen, Tove  
24 Christensen, Forrest Park Pictures, Inukshuk, Bauer Martinez, BMS, and Lucky 50. Pursuant to  
25 the Settlement Agreement, Defendants stipulated that a balance of \$2,638,888 was due to  
26 Plaintiffs. Yet, Plaintiffs agreed to release Defendants from any legal claims to this money in  
27 exchange for the payment of \$638,888 — a substantial reduction from the total amount due for  
28 the sole purpose of avoiding a litigation. Defendants, however, failed and refused to make any

1 payments to Plaintiffs under the terms of the Settlement Agreement. Accordingly, Defendants  
2 continue to owe Plaintiffs \$2,638,888 for breach of the First Look Agreement, the Actor  
3 Agreement, and Co-Producer Agreement.

4 23. When Mr. Martinez and Bauer Martinez failed to make the payments under the  
5 initial contracts and then also failed to make the payments under the Settlement Agreement,  
6 Plaintiffs became suspicious that Mr. Martinez did not actually have access to the \$250,000,000  
7 he had claimed when they met in May 2005. Upon information and belief, Mr. Martinez intended  
8 to sign actors, writers, and directors to so-called "pay-or-play" contracts and use those contracts  
9 to pre-sell rights to the films and then use the money made from the pre-sales to pay the amounts  
10 owed under the contracts and raise money to finance the films. When this scheme failed, he was  
11 left without sufficient funds to pay the amounts owed in the contracts and to finance the films.

12 24. On or around September 26, 2008, Mr. Martinez voluntarily dissolved Bauer  
13 Martinez, BMS, and Lucky 50.

14 25. On September 15, 2009, Plaintiffs, through counsel, submitted a demand letter to  
15 Martin J. Barab, Esq., who was listed as counsel to Bauer Martinez in the Guarantee, demanding  
16 payment of all amounts owed under the contracts. At that time, Mr. Barab indicated that neither  
17 he nor his firm continues to represent Bauer Martinez or Mr. Martinez.

18 26. On October 6, 2009, Plaintiffs, through counsel, submitted a demand letter to  
19 Robert Wiggins, Esq., who was listed as counsel to Bauer Martinez in the Guarantee, demanding  
20 payment of all amounts owed under the contracts. At that time, Mr. Wiggins indicated that  
21 neither he nor his firm continues to represent Bauer Martinez or Mr. Martinez.

22 **FIRST CLAIM**

23 **(Breach of the Actor Agreement)**

24 27. On or about October 25, 2005, Inukshuk and Hayden Christensen, on the one  
25 hand, and BMS, on the other hand, entered into the written Actor Agreement and an Escrow  
26 Agreement.  
27  
28

1 28. Pursuant to the Actor Agreement, Defendants were obligated to pay Inukshuk and  
2 Hayden Christensen \$3,000,000 in exchange for commitments by Hayden Christensen to act in  
3 "Crash Bandits."

4 29. On or about November 16, 2005, BMS deposited \$600,000 in the CAA trust  
5 account pursuant to the Escrow Agreement executed by Defendants and Hayden Christensen.  
6 The sum of \$600,000 was therefore paid by CAA directly to Inukshuk for Hayden Christensen  
7 pursuant to the Actor Agreement on September 25, 2006.

8 30. Hayden Christensen satisfied all of his obligations to Defendants.

9 31. Accordingly, there is a balance due of \$2,400,000 to Inukshuk pursuant to the  
10 Hayden Christensen Actor Agreement. Defendants have failed and refused to make this payment.

11 32. Pursuant to the December 18, 2006 Settlement Agreement, Defendants stipulated  
12 that a balance of \$2,400,000 is due to Inukshuk pursuant to the Actor Agreement.

13 33. Under the terms of the Settlement Agreement, Defendants agreed to pay Inukshuk  
14 \$400,000 as a settlement of their outstanding obligation to pay Inukshuk \$2,400,000. Defendants  
15 failed and refused to make any payments whatsoever pursuant to the Settlement Agreement.

16 34. Accordingly, Defendants are obligated to pay Inukshuk and Hayden Christensen  
17 \$2,400,000, plus interest, for their breach of the Actor Agreement.

18 35. Plaintiffs Inukshuk and Hayden Christensen seek payment in full under the Actor  
19 Agreement in the amount of \$2,400,000, plus interest at the California rate of 10%.

## 20 SECOND CLAIM

### 21 (Breach of the Guarantee)

22 36. On or about October 25, 2005, Inukshuk and Hayden Christensen, on the one  
23 hand, and Bauer Martinez, on the other hand, entered into the Guarantee.

24 37. Pursuant to the Guarantee, Bauer Martinez agreed to guarantee all payments owed  
25 to Inukshuk and Hayden Christensen under the Actor Agreement.

26 38. Defendants have an outstanding obligation to Inukshuk and Hayden Christensen in  
27 the amount of \$2,400,000 under the Actor Agreement.

1 39. Pursuant to the Guarantee, Inukshuk and Hayden Christensen demanded payment  
2 in full through Bauer Martinez' s attorneys Mr. Barab and Mr. Wiggins.

3 40. Bauer Martinez has failed and refused to make payment.

4 41. Accordingly, Plaintiffs Inukshuk and Hayden Christensen seek payment in full  
5 under the Actor Agreement in the amount of \$2,400,000, plus interest at the California rate of  
6 10%.

7 **THIRD CLAIM**

8 **(Breach of the Co-Producer Agreement)**

9 42. On or about October 25, 2005, Inukshuk and Tove Christensen, on the one hand,  
10 and BMS, on the other hand, entered into the Co-Producer Agreement.

11 43. Pursuant to the Co-Producer Agreement, Defendants were obligated to pay  
12 Inukshuk and Tove Christensen \$150,000 in exchange for commitments by Tove Christensen to  
13 co-produce "Crash Bandits."

14 44. Tove Christensen satisfied all of his obligations to Defendants.

15 45. Defendants failed and refused to make any payments whatsoever to Inukshuk and  
16 Tove Christensen.

17 46. Pursuant to the Settlement Agreement, Defendants stipulated that a balance of  
18 \$150,000 is due to Inukshuk pursuant to the Co-Producer Agreement.

19 47. After execution of the Settlement Agreement, Defendants failed and refused to  
20 make any payments whatsoever to Inukshuk and Tove Christensen.

21 48. Accordingly, Defendants are obligated to pay Inukshuk and Tove Christensen  
22 \$150,000, plus interest, for their breach of the Co-Producer Agreement.

23 49. Plaintiffs Inukshuk and Tove Christensen seek payment in full under the Co-  
24 Producer Agreement in the amount of \$150,000, plus interest at the California rate of 10%.

25 **FOURTH CLAIM**

26 **(Breach of the First Look Agreement)**

27 50. On or about May 26, 2005, Plaintiffs, on the one hand, and Bauer Martinez, on the  
28 other hand, entered into the First Look Agreement.

1 51. Pursuant to the First Look Agreement, Defendants agreed to pay Plaintiffs  
2 \$200,000.

3 52. Although Plaintiffs fulfilled all of their obligations under the First Look  
4 Agreement, Defendants paid Plaintiffs only \$111,112.

5 53. Defendants failed and refused to pay Plaintiffs the remaining \$88,888 that is owed  
6 pursuant to the First Look Agreement.

7 54. Pursuant to the Settlement Agreement, Defendants stipulated that a balance of  
8 \$88,888 is due to Plaintiffs pursuant to the First Look Agreement.

9 55. Accordingly, Defendants are obligated to pay Plaintiffs \$88,888, plus interest, for  
10 their breach of the First Look Agreement.

11 56. Plaintiffs seek payment in full under the First Look Agreement in the amount of  
12 \$88,888, plus interest at the California rate of 10%.

13 **FIFTH CLAIM**

14 **(Fraud)**

15 48 In May 2005, Mr. Martinez represented to Hayden and Tove Christensen that he  
16 had secured approximately \$500,000,000 to produce and distribute films.

17 57. Based on this representation — which Mr. Martinez also made to members of the  
18 entertainment press and others — Hayden and Tove Christensen agreed to enter into the First  
19 Look Agreement between Forrest Park Pictures, their production company, and Bauer Martinez,  
20 Mr. Martinez's production and distribution company. At this time, Forrest Park Pictures forewent  
21 the opportunity to enter in first-look deals with other production and distribution companies based  
22 on Mr. Martinez's representations that he had secured this financing.

23 58. Also based on this representation, Hayden Christensen agreed to enter into the  
24 Actor Agreement and Tove Christensen agreed to enter into the Co-Producer Agreement. At this  
25 time, Hayden Christensen forewent other opportunities to act in films and Tove Christensen  
26 forewent other opportunities to produce (or co-produce) films based on Mr. Martinez's  
27 representations that he had secured this financing.  
28



1           59.    Upon information and belief, Mr. Martinez's representation that he had secured  
2 approximately \$500,000,000 to finance the production and distribution of films was untrue.

3           60.    Hayden and Tove Christensen learned that Mr. Martinez's representation was false  
4 in or around early 2007, when Defendants failed to make payments to them pursuant to the  
5 Settlement Agreement and it became known that Mr. Martinez had failed and refused to make  
6 payments to several other people with whom he entered into similar contracts.

7           61.    Accordingly, Mr. Martinez and Bauer Martinez were unable to make payments to  
8 Forrest Park Pictures, Hayden Christensen, and Tove Christensen.

9           **WHEREFORE**, Plaintiff demands judgment against Defendant as follows:

10          A.    On the **FIRST CLAIM**, \$2,400,000, plus interest, and all other amounts to be  
11 determined at trial;

12          B.    On the **SECOND CLAIM**, \$2,400,000, plus interest, and all other amounts to be  
13 determined at trial;

14          C.    On the **THIRD CLAIM**, \$150,000, plus interest, and all other amounts to be  
15 determined at trial;

16          D.    On the **FOURTH CLAIM**, \$88,888, plus interest, and all other amounts to be  
17 determined at trial;

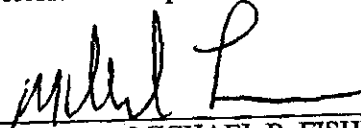
18          E.    On the **FIFTH CLAIM**, monetary damages, plus interest, and all other amounts to  
19 be determined at trial; and

20          F.    Such other and further relief as the Court deems appropriate under the  
21 circumstances.  
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DATED: October 19, 2009

**BUCHALTER NEMER**  
A Professional Corporation

By: 

MICHAEL B. FISHER  
Attorneys for Plaintiffs  
INUKSHUK, LLC; HAYDEN  
CHRISTENSEN; FOREST PARK  
PICTURES; and TOVE CHRISTENSEN

SHORT TITLE: Inukshuk, LLC, et al. v. BMS Picture Three, Inc., et al.

CASE NUMBER

BE484404

**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 5  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.

|   | <b>A</b><br>Civil Case Cover Sheet<br>Category No.   | <b>B</b><br>Type of Action<br>(Check only one)   | <b>C</b><br>Applicable Reasons -<br>See Step 3 Above |
|---|--|--|--|
| <b>Auto Tort</b>  | 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.   |
| <b>Other Personal Injury/Property<br/>Damage/Wrongful Death Tort</b>  | Asbestos (04)  | <input type="checkbox"/> A6070 Asbestos Property Damage  | 2.   |
|   |  | <input type="checkbox"/> A7221 Asbestos- Personal Injury/Wrongful Death                            | 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                         | 1., 2., 4.   |
|   |  | <input type="checkbox"/> A7240 Other Professional Health Care Malpractice                          | 1., 2., 4.   |
| Other<br>Personal Injury<br>Property Damage<br>Wrongful Death<br>(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.   |  |
| <b>Non-Personal Injury/Property<br/>Damage/Wrongful Death Tort</b>    | 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.   |

ORIGINAL

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

|   |             |
|---|-------------|
| SHORT TITLE: Inukshuk, LLC, et al. v. BMS Picture Three, Inc., et al. | CASE NUMBER |
|---|-------------|

| A<br>Civil Case Cover<br>Sheet Category No.                | B<br>Type of Action<br>(Check only one)  | C<br>Applicable Reasons<br>-See Step 3 Above       |
|--|--|--|
| Professional<br>Negligence<br>(25)                         | <input type="checkbox"/> A6017 Legal Malpractice<br><input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)   | 1., 2., 3.<br>1., 2., 3.                           |
| Other (35)   | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort  | 2., 3.   |
| Wrongful Termination<br>(36)                               | <input type="checkbox"/> A6037 Wrongful Termination  | 1., 2., 3.   |
| Other Employment<br>(15)                                   | <input type="checkbox"/> A6024 Other Employment Complaint Case<br><input type="checkbox"/> A6109 Labor Commissioner Appeals  | 1., 2., 3.<br>10.                                  |
| Breach of Contract/<br>Warranty<br>(06)<br>(not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)<br><input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br><input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)<br><input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., [5.]<br>1., 2., 5.<br>1., 2., 5.     |
| Collections<br>(09)  | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff<br><input type="checkbox"/> A6012 Other Promissory Note/Collections Case  | 2., 5., 6<br>2., 5.                                |
| Insurance Coverage<br>(18)                                 | <input type="checkbox"/> A6015 Insurance Coverage (not complex)  | 1., 2., 5., 8.                                     |
| Other Contract<br>(37)                                     | <input type="checkbox"/> A6009 Contractual Fraud<br><input type="checkbox"/> A6031 Tortious interference<br><input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)   | 1., 2., 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8. |
| Eminent<br>Domain/Inverse<br>Condemnation (14)             | <input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____  | 2.   |
| Wrongful Eviction<br>(33)                                  | <input type="checkbox"/> A6023 Wrongful Eviction Case  | 2., 6.   |
| Other Real Property<br>(26)                                | <input type="checkbox"/> A6018 Mortgage Foreclosure<br><input type="checkbox"/> A6032 Quiet Title<br><input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)  | 2., 6.<br>2., 8.<br>2., 6.                         |
| Unlawful Detainer-<br>Commercial (31)                      | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)   | 2., 6.   |
| Unlawful Detainer-<br>Residential (32)                     | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)  | 2., 6.   |
| Unlawful Detainer-<br>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<br>(11)                            | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration   | 2., 5.   |

|   |             |
|---|-------------|
| SHORT TITLE: Inukshuk, LLC, et al. v. BMS Picture Three, Inc., et al. | CASE NUMBER |
|---|-------------|

**Judicial Review (Cont'd.)**
**Provisionally Complex Litigation**
**Enforcement of Judgment**
**Miscellaneous Civil Complaints**
**Miscellaneous Civil Petitions**

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

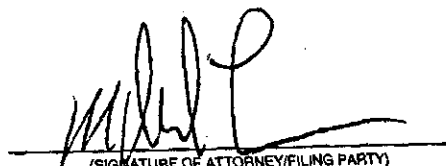
|   |             |
|---|-------------|
| SHORT TITLE: Inukshuk, LLC, et al. v. BMS Picture Three, Inc., et al. | CASE NUMBER |
|---|-------------|

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

|   |              |                       |  |
|---|--------------|-----------------------|--|
| REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE  |              | ADDRESS:              |  |
| <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. |              | 8225 Sunset Boulevard |  |
| CITY:<br>Los Angeles  | STATE:<br>CA | ZIP CODE:<br>90048    |  |

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: October 19, 2009

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Michael B. Fisher

**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.

10/20/09

FOR COURT USE ONLY

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

Michael B. Fisher, (SBN: 203620)  
Buchalter Nemer, A Professional Corporation  
1000 Wilshire Boulevard, Suite 1500  
Los Angeles, CA 90017-2457

TELEPHONE NO.: (213) 891-0700

FAX NO.: (213) 896-0400

ATTORNEY FOR (Name): Inukshuk LLC, Hayden Christensen, Forest Park Pictures, Tove Christensen

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME:

CASE NAME:

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

OCT 22 2009

John A. Clerk, Executive Officer/Clerk  
By: *[Signature]* Deputy  
RUGENA LOPEZ

CASE NUMBER: **BC424404**

JUDGE:

DEPT:

**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)

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/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other P/IPD/WD (23)

**Non-P/IPD/WD (Other) Tort**

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (18)  
 Professional negligence (25)  
 Other non-P/IPD/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
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- 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):

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: October 19, 2009

Michael B. Fisher  
(TYPE OR PRINT NAME)

*[Signature]*  
(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.

**ORIGINAL**