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10 KENNETH REICHLING and ROBERT WU

FILED
Los Angeles Superior Court

JUL 20 2010

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BC 441962

11 KENNETH REICHLING, an individual; and
12 ROBERT WU, an individual,

Case No.:

13 Plaintiffs,

COMPLAINT FOR:

14 vs.

- (1) BREACH OF WRITTEN AGREEMENT;
- (2) INTENTIONAL MISREPRESENTATION;
- (3) NEGLIGENT MISREPRESENTATION;
- (4) SERVICES RENDERED;
- (5) ACCOUNT STATED;
- (6) BOOK ACCOUNT; AND
- (7) BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

15 STF PRODUCTIONS, INC., a Delaware
16 corporation; TWENTIETH CENTURY FOX
17 INTERNATIONAL TELEVISION, INC., a
18 Delaware corporation, fka TWENTIETH
19 TELEVISION CORPORATION, fka
20 TWENTIETH CENTURY FOX TELEVISION;
21 TWENTIETH CENTURY FOX FILM
22 CORPORATION, a Delaware corporation, fka
23 TWENTIETH TELEVISION CORPORATION,
24 fka TWENTIETH CENTURY FOX
25 TELEVISION; TWENTIETH CENTURY FOX
26 MEDIA, INC., a Delaware corporation, fka
27 TWENTIETH TELEVISION CORPORATION,
28 fka TWENTIETH CENTURY FOX
TELEVISION; and DOES 1 through 100,
inclusive,

Defendants.

Plaintiffs KENNETH REICHLING ("Reichling"), an individual; and ROBERT WU ("Wu"), an individual (collectively, "Plaintiffs") for causes of action against STF PRODUCTIONS, INC., a Delaware corporation ("STF"); TWENTIETH CENTURY FOX INTERNATIONAL TELEVISION, INC., a Delaware corporation, fka TWENTIETH

CIT/CASE: BC441962 LEV/VEFN:
RECEIPT #: CCH465980053
DATE PAID: 07/20/10 11:47:44 AM
PAYMENT: \$55.00
RECEIVED: 0310
CHIEF CLERK: 359.00

1 TELEVISION CORPORATION, fka TWENTIETH CENTURY FOX TELEVISION (“Fox
2 Television”); TWENTIETH CENTURY FOX FILM CORPORATION, a Delaware corporation,
3 fka TWENTIETH TELEVISION CORPORATION, fka TWENTY CENTURY FOX
4 TELEVISION (“Fox Film”); TWENTIETH CENTURY FOX MEDIA, INC., a Delaware
5 corporation, fka TWENTIETH TELEVISION CORPORATION, fka TWENTIETH CENTURY
6 FOX TELEVISION (“Fox Media”) (Fox ITI, Fox Film and Fox Media are hereinafter
7 collectively referred to as the “Fox Defendants”); and DOES 1 through 100, inclusive, hereby
8 allege as follows:

9

10 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS**

11 1. Plaintiff KENNETH REICHLING is now, and at all times herein mentioned was,
12 an individual who resides and conducts business in the County of Los Angeles, State of
13 California.

14 2. Plaintiff ROBERT WU is now, and at all times herein mentioned was, an
15 individual who resides and conducts business in the County of Los Angeles, State of California.

16 3. Plaintiffs are informed and believe, and based thereon allege, that Defendant STF
17 PRODUCTIONS, INC. (“STF”) is, and at all times herein mentioned was, a corporation duly
18 organized in the State of Delaware and which conducts business in the County of Los Angeles,
19 State of California. Plaintiffs are further informed and believe, and based thereon allege, that
20 STF is the owner and producer of a syndicated television series entitled “America’s Most
21 Wanted.”

22 4. Plaintiffs are informed and believe, and based thereon allege, that Defendant
23 TWENTIETH CENTURY FOX INTERNATIONAL TELEVISION, INC. (“Fox ITI”) is, and at
24 all times herein mentioned was, a corporation duly organized in the State of Delaware and which
25 conducts business in the County of Los Angeles, State of California. Plaintiffs are further
26 informed and believe, and based thereon allege, that Fox ITI is possibly the successor in interest
27 to TWENTIETH TELEVISION CORPORATION (“20th TV”) and TWENTIETH CENTURY
28 FOX TELEVISION (“Fox TV”).

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1 5. Plaintiffs are informed and believe, and based thereon allege, that Defendant
2 TWENTIETH CENTURY FOX FILM CORPORATION ("Fox Film") is, and at all times herein
3 mentioned was, a corporation duly organized in the State of Delaware and which conducts
4 business in the County of Los Angeles, State of California. Plaintiffs are further informed and
5 believe, and based thereon allege, that Fox Film is possibly the successor in interest to 20th TV
6 and Fox TV.

7 6. Plaintiffs are informed and believe, and based thereon allege, that Defendant
8 TWENTIETH CENTURY FOX MEDIA, INC. is ("Fox Media"), and at all times herein
9 mentioned was, a corporation duly organized in the State of Delaware and which conducts
10 business in the County of Los Angeles, State of California. Plaintiffs are further informed and
11 believe, and based thereon allege, that Fox Television is possibly the successor in interest to 20th
12 TV and Fox TV.

13 7. Upon information and belief, Plaintiffs allege that there exists, and at all times
14 herein mentioned there existed, a unity of interest in ownership between the Fox Defendants
15 such that any individuality and separateness between have ceased. The Fox Defendants are, and
16 at all relevant times herein were, the alter egos of each other, and at certain times, the Fox
17 Defendants are, and at all relevant times herein were, a mere shell, instrumentality and conduit
18 through which the other Fox Defendants carried on their business, exercising complete control
19 and dominance over each other to such extent that any individuality or separateness of the Fox
20 Defendants does not, and at all times relevant herein, did not exist.

21 8. Upon information and belief, Plaintiffs allege that the Fox Defendants, at certain
22 times, do business as the other, and own and control the other; that the Fox Defendants are so
23 controlled and managed by each other that the monies of the Fox Defendants is commingled and
24 intermingled; that there is a unity of ownership and interest among the Fox Defendants; that the
25 credit of the Fox Defendants is used as the credit of the other Fox Defendants, and that the
26 obligations of the Fox Defendants are paid by the other Fox Defendants.

27 9. As a result of the foregoing facts, the Fox Defendants were and are the
28 instrumentality, conduit and alter ego of each other. Upon information and belief, Plaintiffs

1 allege that Fox Defendants have managed and controlled each other to avoid liability and to
2 defraud creditors of the Fox Defendants. Unless the fiction of the separateness of the Fox
3 Defendants from each other are ignored, great injustice will result, and fraud will be sanctioned
4 to the irreparable damage and injury of Plaintiffs. Upon information and belief, Plaintiffs allege
5 that unless judgment in this action includes all said parties, Plaintiffs will be unable to recover
6 and enforce the claims and rights referred to herein.

7 10. Adherence to the fiction of the separate existence of the Fox Defendants distinct
8 from the other would permit an abuse of the corporate privilege and would sanction fraud and
9 promote injustice upon Plaintiffs.

10 11. Plaintiffs are informed and believe, and based thereon allege, that the Fox
11 Defendants have a significant interest in, and financially control, STF, to an extent that is
12 currently unknown to Plaintiffs at this time. Plaintiffs are further informed and believe, and
13 based thereon allege, that the Fox Defendants exert a portion of the decision making done by
14 STF, both financially and creatively.

15 12. Plaintiffs are ignorant of the true names and capacities of those defendants
16 fictitiously named herein as DOES 1 through 100, inclusive, whether individual, corporate or
17 otherwise, and therefore sues them by such fictitious names pursuant to Code of Civil Procedure
18 Section 474. However, if by way of Plaintiffs' continuing investigation, or otherwise, Plaintiffs
19 are able to ascertain the true names and capacities of the aforementioned fictitiously Fox
20 Defendants, Plaintiffs will seek leave of Court to amend the Complaint to reflect such
21 defendants' true names and capacities.

22 13. Plaintiffs are informed and believes, and based thereon alleges, that each of the
23 fictitiously Fox Defendants is responsible, as hereinafter shown, for the occurrences herein
24 alleged, and that Plaintiffs' damages as herein alleged were proximately caused by their conduct.

25 14. Plaintiffs are informed and believes, and based thereon alleges, that at all times
26 relevant to the acts complained of herein, Defendants, and each of them, were, and are, the
27 agents, servants, employees, alter egos, representatives and co conspirators of all the other
28 defendants, and each of them. Plaintiffs are informed and believes, and based thereon alleges,

1 CBA, in addition to the payment/salary for the initial appearance and airing on television,

2 Plaintiffs are entitled to additional payments for:

- 3 (a) Re-airings of spots;
- 4 (b) Foreign use;
- 5 (c) Internet use;
- 6 (d) Re-cutting of spots to be aired as a different "spot" (the same as payment
7 for initial appearance);
- 8 (e) Print use of any frame from spots; and
- 9 (f) Late fees incurred in connection with any of the above.

10 20. In reliance on these representations and terms and conditions agreed to by STF,
11 Plaintiff entered into verbal and written agreements with STF in good faith and appeared in the
12 spots.

13 21. Defendants, and each of them, breached the agreements between Plaintiffs and
14 STF since 2006 by deliberately and intentionally misrepresenting to Plaintiff that they would do
15 all things as stated in the agreements, including, but not limited to, the representations in
16 Paragraphs 17 through 19, inclusive, above.

17 22. Defendants, and each of them, further breached the agreements between Plaintiffs
18 and STF since 2006 by failing to do the following:

- 19 (a) Failing to notify Plaintiffs and paying them for the re-airing of spots in
20 which Plaintiffs appeared;
- 21 (b) Failing to notify Plaintiffs and paying them for the foreign use of spots in
22 which Plaintiffs appeared;
- 23 (c) Failing to notify Plaintiffs and paying them for the internet use of spots in
24 which Plaintiffs appeared;
- 25 (d) Failing to notify Plaintiffs and paying them for the re-cutting of spots in
26 which Plaintiffs appeared to be aired as a different "spot" (the same as
27 payment for initial appearance);
- 28 (e) Failing to notify Plaintiffs and paying them for print use of spots in which

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Plaintiffs appeared; and

(f) Failing to notify Plaintiffs and paying them for the internet use of spots in which Plaintiffs appeared;

23. Plaintiffs have complied with all of the terms and conditions required to be performed by under the agreements with STF and CBA, since 2006, except as prevented or excused from such performance by the conduct of Defendants, and each of them, herein. Plaintiffs relied on the representations of Defendants, and each of them, as stated in the agreements with STF and the CBA, and above.

24. Plaintiffs demanded, and continue to demand, that Defendants, and each of them, cure such breaches of the agreements with STF and the CBA since 2006, and Defendants, and each of them, have failed and refused, and continue to fail and refuse, to do so. Such breaches have caused, and continue to cause, damage to Plaintiffs.

25. As a direct and proximate result of the breaches of the agreements with STF and the CBA as set forth above, Plaintiffs have suffered damages in an amount to be determined according to proof adduced at trial, but presently believed to be in the minimum amount of fifty thousand dollars (\$50,000.00), and more, together with interest thereon at the legal rate..

26. Pursuant to the various written agreements, including the CBA, the prevailing party in any such action or proceeding to enforce its rights pursuant to these agreements shall also be entitled to costs of suit, including, but not limited to, reasonable attorneys' fees and costs. Plaintiffs have retained the law firm of Segal, Cohen & Landis, LLP, to protect and enforce their rights pursuant to said agreements, and should the Court determine Plaintiffs to be prevailing parties, will seek an award to be reimbursed their reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
Intentional Misrepresentation
(Against All Defendants)

27. Plaintiffs re-allege and by this reference incorporate each and every allegation contained in paragraphs 1 through 15, inclusive, and 17 through 24, inclusive, of this Complaint

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1 as if set forth in this cause of action in full.

2 28. Commencing in or about 2000, and continuing to present, Defendants, and each
3 of them, with the intent to deceive and defraud, intentionally misrepresented to Plaintiffs, in
4 order to induce them to enter into and comply with the various agreements with STF , STF
5 agreed to be bound by the terms and conditions pursuant to the CBA with AFTRA regarding
6 employing actors on its productions, in addition to the payment/salary for the initial appearance
7 and airing on television of the spots, Plaintiffs also would be paid for:

- 8 (a) Re-airings of spots;
- 9 (b) Its foreign use;
- 10 (c) Its internet use;
- 11 (d) The re-cutting of spots to be aired as a different "spot" (the same as
12 payment for initial appearance);
- 13 (e) Print use of any frame from spots; and
- 14 (f) Late fees incurred in connection with any of the above.

15 29. When Defendants, and each of them, made these intentional misrepresentations,
16 they knew them to be false. Defendants made such intentional misrepresentations and failed to
17 disclose material facts with the intent to deceive Plaintiffs and induce them to enter into the
18 various agreements with STF and to perform thereunder.

19 30. The intentional misrepresentations made by Defendants, and each of them, were,
20 in fact, false. Defendants, and each of them, knew when they made said intentional
21 misrepresentations to Plaintiff that they were false. In truth and in fact, Defendants, and each of
22 them, with the intent to deceive and defraud Plaintiff, induced Plaintiff to enter into and comply
23 with the Agreement which benefited Defendants, and each of them. Specifically, the true facts
24 were that Plaintiffs would not be paid for:

- 25 (a) Re-airings of spots;
- 26 (b) Its foreign use;
- 27 (c) Its internet use;
- 28 (d) The re-cutting of spots to be aired as a different "spot" (the same as

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payment for initial appearance);

- (e) Print use of any frame from spots; and
- (f) Late fees incurred in connection with any of the above.

31. Specifically, the true facts were that, Defendants, and each of them, with the intent to deceive and defraud Plaintiffs, for each and every spot that Plaintiffs appeared in on AMW, never intended to pay Plaintiffs for

- (a) Re-airings of spots;
- (b) Its foreign use;
- (c) Its internet use;
- (d) The re-cutting of spots to be aired as a different "spot" (the same as payment for initial appearance);
- (e) Print use of any frame from spots; and
- (f) Late fees incurred in connection with any of the above.

32. At the time of said intentional misrepresentations, Plaintiffs were ignorant of the falsity of said intentional misrepresentations as stated in Paragraph 28, but believed them to be true. In reliance thereon, Plaintiffs were induced to, and did enter into the various agreements with STF, both oral and written, and perform pursuant thereto.

33. Plaintiffs were not aware of any of these intentional misrepresentations until on or about July 1, 2009, when Reichling became aware that an episode of AMW in which he appeared re-aired sometime in June, 2009, for which he was not notified. Shortly thereafter, Plaintiff discovered, upon investigation, that there were innumerable instances which utilized, in one way or another, AMW spots Reichling had appeared in over the years and for which he was not properly compensated pursuant to the aforesaid agreements, and in fact, was never notified of their re-use as described more fully, *supra*.

34. At the time of said fraudulent and deceitful conduct, Plaintiffs were ignorant of the falsity of said intentional misrepresentations as stated above, but believed them to be true. In reliance thereon, Plaintiffs were induced to and did enter into the various agreements with STF. Pursuant to the CBA, Plaintiffs have attempted to resolve any and all issues with Defendants,

AMW, Inc. v. Reichling, et al., No. 09-10001, 2009 WL 10001

1 and each of them, through administrative remedies, all to no avail, and have now exhausted all
2 administrative remedies available to them. Although demand has been made by Plaintiffs on
3 several occasions to cure Defendants, and each of their, breaches of the Agreement and
4 intentional misrepresentations, and compensate Plaintiffs for their damages due to their
5 fraudulent and deceitful conduct, Defendants, and each of them, have failed and refused, and
6 continue to fail and refuse, to honor these demands.

7 35. Said conduct of Defendants, and each of them, is malicious, deceitful, deliberate,
8 willful and fraudulent. Based thereon, and on the facts alleged herein, Plaintiffs have been
9 damaged in an amount not less than \$50,000.00, and more, according to proof adduced at trial.
10 Plaintiffs will seek leave of Court to amend this Complaint when said sum has been exactly
11 ascertained.

12 36. As a further direct and proximate result of the malicious, deceitful, deliberate,
13 willful and fraudulent conduct of Defendants, and each of them, as herein alleged, Plaintiffs have
14 incurred, and will incur further general, consequential and incidental damages, the exact amount
15 of which is unknown at the present time. Plaintiffs will seek leave of Court to amend this
16 Complaint to set forth the exact amount thereof when fully and finally ascertained.

17 37. In doing the things herein alleged, Defendants, and each of them, acted
18 maliciously and willfully with the intent to injure and oppress Plaintiffs and were, and are, guilty
19 of a wanton disregard of the rights of Plaintiffs. By reason thereof, Plaintiffs are entitled to
20 exemplary and punitive damages against Defendants, and each of them, in an amount according
21 to proof adduced at trial.

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23 **THIRD CAUSE OF ACTION**

24 **Negligent Misrepresentation**

25 **(Against All Defendants)**

26 38. Plaintiffs re-allege and by this reference incorporate each and every allegation
27 contained in paragraphs 1 through 15, inclusive, and 17 through 24, inclusive, of this Complaint
28 as if set forth in this cause of action in full.

1 39. Commencing in or about 2000, and continuing to present, Defendants, and each
2 of them, negligently misrepresented to Plaintiffs, in order to induce them to enter into and
3 comply with the various agreements with STF , STF agreed to be bound by the terms and
4 conditions pursuant to the CBA with AFTRA regarding employing actors on its productions, in
5 addition to the payment/salary for the initial appearance and airing on television of the spots,
6 Plaintiffs also would be paid for:

- 7 (a) Re-airings of spots;
- 8 (b) Its foreign use;
- 9 (c) Its internet use;
- 10 (d) The re-cutting of spots to be aired as a different "spot" (the same as
11 payment for initial appearance);
- 12 (e) Print use of any frame from spots; and
- 13 (f) Late fees incurred in connection with any of the above.

14 40. When Defendants, and each of them, made these negligent misrepresentations,
15 they knew them to be false. Defendants made such negligent misrepresentations and failed to
16 disclose material facts to induce Plaintiffs to enter into the various agreements with STF and to
17 perform thereunder.

18 41. The negligent misrepresentations made by Defendants, and each of them, were, in
19 fact, false. Defendants, and each of them, knew when they made said negligent
20 misrepresentations to Plaintiff that they were false. In truth and in fact, Defendants, and each of
21 them, induced Plaintiff to enter into and comply with the Agreement which benefited
22 Defendants, and each of them. Specifically, the true facts were that Plaintiffs would not be paid
23 for:

- 24 (g) Re-airings of spots;
- 25 (h) Its foreign use;
- 26 (i) Its internet use;
- 27 (j) The re-cutting of spots to be aired as a different "spot" (the same as
28 payment for initial appearance);

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- (k) Print use of any frame from spots; and
- (l) Late fees incurred in connection with any of the above.

42. Specifically, the true facts were that, Defendants, and each of them, for each and every spot that Plaintiffs appeared in on AMW, never intended to pay Plaintiffs for:

- (a) Re-airings of spots;
- (b) Its foreign use;
- (c) Its internet use;
- (d) The re-cutting of spots to be aired as a different "spot" (the same as payment for initial appearance);
- (e) Print use of any frame from spots; and
- (f) Late fees incurred in connection with any of the above.

43. At the time of said negligent misrepresentations, Plaintiffs were ignorant of the falsity of said negligent misrepresentations as stated in Paragraph 39, but believed them to be true. In reliance thereon, Plaintiffs were induced to, and did enter into the various agreements with STF, both oral and written, and perform pursuant thereto.

44. Plaintiffs were not aware of any of these negligent misrepresentations until on or about July 1, 2009, when Reichling became aware that an episode of AMW in which he appeared re-aired sometime in June, 2009, for which he was not notified. Shortly thereafter, Plaintiff discovered, upon investigation, that there were innumerable instances which utilized, in one way or another, AMW spots Reichling had appeared in over the years and for which he was not properly compensated pursuant to the aforesaid agreements, and in fact, was never notified of their re-use as described more fully, *supra*.

45. At the time of said negligent conduct, Plaintiffs were ignorant of the falsity of said negligent misrepresentations as stated above, but believed them to be true. In reliance thereon, Plaintiffs were induced to and did enter into the various agreements with STF. Pursuant to the CBA, Plaintiffs have attempted to resolve any and all issues with Defendants, and each of them, through administrative remedies, all to no avail, and have now exhausted all administrative remedies available to them. Although demand has been made by Plaintiffs on several occasions

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1 to cure Defendants, and each of their, breaches of the Agreement and intentional
2 misrepresentations, and compensate Plaintiffs for their damages due to their fraudulent and
3 deceitful conduct, Defendants, and each of them, have failed and refused, and continue to fail
4 and refuse, to honor these demands.

5 46. Said conduct of Defendants, and each of them, is negligent. Based thereon, and
6 on the facts alleged herein, Plaintiffs have been damaged in an amount not less than \$50,000.00,
7 and more, according to proof adduced at trial. Plaintiffs will seek leave of Court to amend this
8 Complaint when said sum has been exactly ascertained.

9 47. As a further direct and proximate result of the negligent conduct of Defendants,
10 and each of them, as herein alleged, Plaintiffs have incurred, and will incur further general,
11 consequential and incidental damages, the exact amount of which is unknown at the present time.
12 Plaintiffs will seek leave of Court to amend this Complaint to set forth the exact amount thereof
13 when fully and finally ascertained.

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15 **FOURTH CAUSE OF ACTION**
16 **Services Rendered (Quantum Meruit)**
17 **(Against All Defendants)**

18 48. Plaintiffs re-alleges and by this reference incorporate each and every allegation
19 contained in paragraphs 1 through 15, inclusive, 17 through 24, inclusive, 28 through 34,
20 inclusive, and 39 through 45, inclusive, of this Complaint as if set forth in this cause of action in
21 full.

22 49. Commencing July 1, 2006, through to Present, Plaintiff Reichling, and in 2009,
23 Plaintiff Wu, provided services to Defendants, and each of them, by acting in AMW.

24 50. Pursuant to the agreements with STF and the CBA, the total value of Plaintiffs'
25 uncompensated services, totals no less than \$50,000.00, and more, according to proof adduced at
26 the time of trial.

27 51. Defendants, and each of them have not paid any amount towards said sums.

28 52. Although repeated demands to pay the sums due have been made, said

1 **SIXTH CAUSE OF ACTION**

2 **Book Account**

3 **(Against the Flores Parties and ROES 1-25)**

4 59. Plaintiffs re-alleges and by this reference incorporate each and every allegation
5 contained in paragraphs 1 through 15, inclusive, 17 through 24, inclusive, 28 through 34,
6 inclusive, and 39 through 45, inclusive, 49 through 52, inclusive, and 55 through 57, inclusive, of
7 this Complaint as if set forth in this cause of action in full.

8 60. Commencing July 1, 2006, an open book account was initiated between by and
9 between STF and Plaintiffs, pursuant to agreements with STF and the CBA, the total value of
10 Plaintiffs' uncompensated services, totals no less than \$50,000.00, and more, according to proof
11 adduced at the time of trial.

12 61. Defendants, and each of them have not paid any amount towards said sums.

13 62. Although repeated demands to pay the sums due have been made, said
14 Defendants, and each of them, have failed and refused, and continue to fail and refuse, to honor
15 these demands.

16 63. As a direct and proximate legal result of the conduct of Defendants, and each of
17 them, the full amount of no less than \$50,000.00, according to proof adduced at the time of trial,
18 is due, owing and unpaid to Plaintiffs, together with interest thereon at the rate of ten percent
19 (10%) per annum, from July 1, 2006.

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21 **SEVENTH CAUSE OF ACTION**

22 **(Breach Of The Covenant Of Good Faith And Fair Dealing)**

23 **(Against All Defendants)**

24 64. Plaintiffs re-allege and by this reference incorporate each and every allegation
25 contained in paragraphs 1 through 15, inclusive, 17 through 24, inclusive, 28 through 34,
26 inclusive, and 39 through 45, inclusive, 49 through 52, inclusive, 55 through 57, inclusive, and
27 60 through 62, inclusive, as though fully set forth herein.

28 65. The agreements between Plaintiffs and STF and the CBA, as described herein,

1 contained an implied covenant of good faith and fair dealing on the part of Defendants, and each
2 of them, whereby they were obligated not to act so as to interfere with, defeat, or otherwise
3 impair the ability of Plaintiffs to enjoy the full benefit of said agreements, nor otherwise act so as
4 to deprive Plaintiffs of the performance of the terms and conditions of said agreements.

5 66. Defendants, and each of them, breached the implied covenant of good faith and
6 fair dealing and acted in bad faith and with the purpose of defeating the rights of Plaintiffs, in
7 and to the agreements between Plaintiffs and STF and the CBA, as described herein, all to their
8 own intended financial advantage and the detriment of Plaintiffs, by committing the acts and
9 omissions, stated in this Complaint.

10 67. As a direct and proximate result of the breaches of Defendants, and each of them,
11 as forth above, since 2006, Plaintiff has suffered damages in the amount of not less than
12 \$50,000.00, together with pre-judgment interest thereon at the legal rate, and more, according to
13 proof adduced at trial.

14
15 **PRAYER**

16 WHEREFORE, Plaintiffs KENNETH REICHLING and ROBERT WU, pray for
17 judgment against STF PRODUCTIONS, INC.; TWENTIETH CENTURY FOX
18 INTERNATIONAL TELEVISION, INC. fka TWENTIETH TELEVISION CORPORATION,
19 fka TWENTIETH CENTURY FOX TELEVISION; TWENTIETH CENTURY FOX FILM
20 CORPORATION fka TWENTIETH TELEVISION CORPORATION, fka TWENTY
21 CENTURY FOX TELEVISION; TWENTIETH CENTURY FOX MEDIA, INC. fka
22 TWENTIETH TELEVISION CORPORATION, fka TWENTIETH CENTURY FOX
23 TELEVISION; and DOES 1 through 100, inclusive, as follows:

24
25 **As to the First Cause of Action**

- 26 1. For compensatory damages in the amount not less than \$50,000.00, and more,
27 according to proof adduced at the time of trial;
- 28 2. For consequential damages according to proof, with prejudgment interest at the

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1 legal rate;

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As to the Second Cause of Action

4 3. For compensatory damages in the amount not less than \$50,000.00, and more,
5 according to proof adduced at the time of trial;

6 4. For consequential damages according to proof, with prejudgment interest at the
7 legal rate;

8 5. For exemplary damages according to proof adduced at the time of trial, with
9 prejudgment interest at the legal rate;

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As to the Third Cause of Action

12 6. For compensatory damages in the amount not less than \$50,000.00, and more,
13 according to proof adduced at the time of trial;

14 7. For consequential damages according to proof, with prejudgment interest at the
15 legal rate;

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As to the Fourth Cause of Action

18 8. For compensatory damages in the amount not less than \$50,000.00, and more,
19 according to proof adduced at the time of trial;

20 9. For consequential damages according to proof, with prejudgment interest at the
21 legal rate;

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As to the Fifth Cause of Action

24 10. For compensatory damages in the amount not less than \$50,000.00, and more,
25 according to proof adduced at the time of trial;

26 11. For consequential damages according to proof, with prejudgment interest at the
27 legal rate;

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As to the Sixth Cause of Action

12. For compensatory damages in the amount not less than \$50,000.00, and more, according to proof adduced at the time of trial;

13. For consequential damages according to proof, with prejudgment interest at the legal rate;

As to the Seventh Cause of Action

14. For compensatory damages in the amount not less than \$50,000.00, and more, according to proof adduced at the time of trial;

15. For consequential damages according to proof, with prejudgment interest at the legal rate;

As to All Causes of Action

16. For costs of suit incurred herein;

17. For reasonable attorneys fees and legal costs incurred herein; and

18. For such other and further relief as the Court deems just and proper.

Dated: June 15, 2010

Respectfully submitted,

SEGAL, COHEN & LANDIS, LLP

By: 

GREGORY P. SEGAL
Attorneys for Plaintiffs KENNETH
REICHLING and ROBERT WU

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gregory P. Segal [Bar No. 160949] SEGAL, COHEN & LANDIS, LLP 9100 Wilshire Boulevard, East Tower, Suite 601-E Beverly Hills, California 90212 TELEPHONE NO.: 310-285-3999 FAX NO.: 301-285-9876 ATTORNEY FOR (Name): Plaintiffs Kenneth Reichling & Robert Wu	FOR COURT USE ONLY FILED Los Angeles Superior Court JUL 20 2010 John A. Clarke, Executive Officer/Clerk By <u>SHAUNYA WESLEY</u> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District	CASE NAME: Reichling, et al. v. STF Productions, Inc., et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: BC441962 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> 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): -7-

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: June 15, 2010
 GREGORY P. SEGAL
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

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

Prepared by the Judicial Branch of the State of California
 Department of the Judiciary
 Office of the Clerk of the Superior Court
 1000 Bankers Building
 San Francisco, CA 94102
 (415) 774-2000
 www.courts.ca.gov

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**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)

- Class Actions must be filed in the County Courthouse, Central District.
- May be filed in Central (Other county, or no Bodily Injury/Property Damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- 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	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.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	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.
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.	

Non-Personal Injury/Property Damage/
 Wrongful Death Tort (Cont'd.)
 Employment
 Contract
 Real Property
 Judicial Review Unlawful Detainer

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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	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-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.

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Judicial Review (Cont'd.)

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	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.

Provisionally Complex
Litigation

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

Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.

Miscellaneous Civil
Complaints

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	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.

Miscellaneous Civil Petitions

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	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

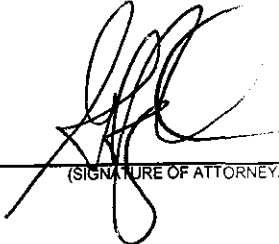
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

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: 10201 West Pico Boulevard Location of 3 Defendants
CITY: Los Angeles	STATE: CA	ZIP CODE: 90035

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: June 15, 2010



(SIGNATURE OF ATTORNEY/FILING PARTY)

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.

LACIV 109 (Rev. 01/07) LASC Approved 03-04