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FILED
Los Angeles Superior Court

AUG 25 2010

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

D32 Mary A. Anobel

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Attorneys for Plaintiff,
PILGRIM FILMS & TELEVISION, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PILGRIM FILMS & TELEVISION,
INC., a California corporation,

Plaintiff,

vs.

BIG VISION ENTERTAINMENT,
LLC, a California limited liability
company; HOUSTON CURTIS, an
individual; and DOES 1 through 25,
Inclusive,

Defendants.

CASE NO. **BC 44 44 13**

**COMPLAINT FOR DAMAGES AND
OTHER RELIEF RESULTING FROM:**

- (1) BREACH OF CONTRACT;
- (2) BREACH OF IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING;
- (3) BREACH OF FIDUCIARY DUTY;
- (4) FRAUD;
- (5) CONVERSION; and
- (6) MONEY HAD AND RECEIVED

HILL, FARRER & BURRILL LLP
A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA, 37TH FLOOR
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

CIT/CASE: BC444413 LEA/NEFH:
RECEIPT #: CCH465980051
DATE PAID: 08/25/10 01:56:00 PM
PAYMENT: \$355.00 0310
RECEIVED:
CHECK: 355.00
CASH:
CHANGE:
CARD:

1 informed and believes that each corporate defendant, acting through its officers,
2 directors or managing agents, authorized or ratified the wrongful acts and conduct of
3 the individual defendants. On information and belief, Pilgrim alleges that Does 1-25
4 have facilitated or assisted in the concealment of profits from Pilgrim and/or have
5 received undue financial benefit from the concealment.

6 6. Pilgrim is informed and believes that defendants are the alter egos of some
7 or all of the other defendants. Pilgrim is informed and believes that recognition of the
8 privilege of separate existence would promote injustice because, among other things,
9 some or all of the other defendants were merely an instrumentality, agency, conduit, or
10 adjunct of other defendants and attempted to use unjustly such other defendants as a
11 shield against their own liability.

12 7. Venue is proper in this County and in this judicial district because the
13 agreement sued upon in this Complaint was entered in the County of Los Angeles, State
14 of California and was to be performed in the County of Los Angeles, State of
15 California; and because this case involves defendants' contacts with and business in the
16 County of Los Angeles, State of California.

17 **FIRST CAUSE OF ACTION**

18 **(Breach of Written/Oral/and Implied Contract Against All Defendants)**

19 8. Pilgrim repeats and incorporates by reference the allegations of paragraphs 1
20 through 7, inclusive, as though fully set forth herein.

21 9. Pilgrim is a television production company. Among its many popular titles
22 is *Ghost Hunters*, a weekly series on the SyFi Channel that follows a group of real-life
23 paranormal investigators as they investigate purported paranormal activities at locations
24 throughout the country.

25 10. In or around June 2005, Pilgrim entered into a written agreement, entitled
26 "Deal Term Sheet," with Big Vision to distribute *Ghost Hunter* DVDs, including "never
27 before seen" bonus materials (collectively, the "Media Library"). A true and correct
28

1 copy of the Deal Term Sheet is attached to this complaint as Exhibit "A."

2 11. Pursuant to the Deal Term Sheet, Big Vision was granted the exclusive right
3 (and obligation) to exploit in DVD format the Media Library for the duration of the
4 Distribution Agreement. In exchange, Pilgrim was to receive a royalty payment of 65%
5 of the net profits, which was the gross sales revenues less certain defined recoupable
6 costs and excluding non-recoupable costs. Big Vision was required to provide, at a
7 minimum, quarterly retail sales reports, and was to transmit royalty payments to Pilgrim
8 sixty (60) days after quarter-end.

9 12. The term of the Deal Term Sheet provided for an initial one-year term from
10 the first commercial release date of a program in the Media Library, with a six-month
11 sell off at the conclusion of the term. By oral and/or implied agreement, Pilgrim and
12 Big Vision continued the Deal Term Sheet after the initial term until termination. For
13 purposes of this complaint, the Deal Term Sheet and oral and implied
14 continuations/modifications of the Deal Term Sheet shall collectively be referred to as
15 "the Distribution Agreement".

16 13. On information and belief, in or around September 2008, Big Vision,
17 through defendant Curtis, entered into an exclusive written output deal with Image
18 Entertainment ("Image"). On information and belief, Big Vision purported under the
19 agreement ("Exclusive Output Deal") to grant to Image, among other things, the
20 exclusive right to exploit, among other things, the material in the Media Library in both
21 physical "home video" format and to digitally exploit the material through a variety of
22 sources, including iTunes, Amazon, Netflix, Sony Playstation, and AT&T.

23 14. On information and belief, Big Vision agreed, among other things, to pay
24 Image a distribution fee under the initial Exclusive Output Deal of 20% of gross
25 receipts. On information and belief, Big Vision agreed further to permit Image to
26 deduct from sales revenues paid to Big Vision: (1) Image's 20%; (2) any all direct, third
27 party, out of pocket, verified costs and expenses paid or incurred by Image in
28 connection with the production, distribution of the material in the Media Library; and

1 (3) any of Image's internal costs and expenses incurred by Image in good faith.

2 15. On information and belief, by agreement dated September 25, 2008, Big
3 Vision, through defendant Curtis, and Image entered into a written amendment to the
4 Exclusive Output Deal ("Amendment #1 to Exclusive Output Deal"). On information
5 and belief, Big Vision agreed, among other things, in Amendment #1 to the Exclusive
6 Output Deal to increase Image's distribution fee under the original Exclusive Output
7 Deal from 20% to 40% with respect to the following *Ghost Hunters* title: *Ghost*
8 *Hunters* #4, Part 1. On information and belief, Image agreed, in exchange, to pay to
9 Big Vision a non-refundable advance of \$700,000, payable in specified installments.
10 On information and belief, the \$700,000 advance was recoupable from revenues that
11 would otherwise be owing to Big Vision by Image under the Exclusive Output Deal
12 "but for" the advance.

13 16. On information and belief, by agreement dated October 24, 2008, Big
14 Vision, through defendant Curtis, and Image entered into a second written amendment
15 to the original Exclusive Output Deal ("Amendment #2 to Exclusive Output Deal"). On
16 information and belief, Big Vision purported to agree, among other things in
17 Amendment #2 to Exclusive Output Deal, to include additional titles from the *Ghost*
18 *Hunters* series in the parties' Exclusive Output Deal.

19 17. On information and belief, by agreement dated January 13, 2009, Big
20 Vision, through defendant Curtis, and Image entered into a third amendment to the
21 Exclusive Output Deal ("Amendment #3 to Exclusive Output Deal"). On information
22 and belief, Big Vision agreed, among other things, to increase Image's distribution fee
23 from 20% to 40% for twelve months with respect to the titles: *Absolute Best of Ghost*
24 *Hunters (Blu-Ray Edition)*; and *Season 4, Part 2*. On information and belief, Image
25 agreed, in exchange, to pay Big Vision an advance payment of \$400,000, payable in
26 specified installments. On information and belief, the \$400,000 advance was
27 recoupable from revenues that would otherwise be owing to Big Vision by Image under
28 the Exclusive Output Deal "but for" the advance.

1 18. On information and belief, during the six month period between September
2 2008 and March 2009, Image sold 184,632 units from the Media Library. On
3 information and belief, more than 100,000 of the sales were generated from two newly
4 released titles covering Season Four of the *Ghost Hunters* series. On information and
5 belief, gross revenue from such sales amounted to \$2,488,870.83.

6 19. On information and belief, Big Vision breached the Distribution Agreement
7 in a variety of ways, including, but not limited to the following: (a) failing to pay
8 Pilgrim the full amount of royalties due, including advances from Image; (b) deducting
9 non-recoupable costs from gross revenues, including distribution and other costs; and
10 (c) failing to provide proper, accurate, and complete accountings of revenue.

11 20. In May 2009, Pilgrim terminated the Distribution Agreement with Big
12 Vision for cause after discovering that Defendants had misrepresented the profitability
13 of DVD sales of Pilgrim's Media Library and had also concealed substantial royalties.
14 On information and belief, the total amount of unpaid royalties resulting from Big
15 Vision's breaches is well in excess of \$3 million.

16 21. Pilgrim has performed all obligations required of it under the Distribution
17 Agreement.

18 22. As a direct and foreseeable result of these breaches of the Distribution
19 Agreement, Pilgrim has been damaged in an amount no less than \$3 million plus
20 interest.

21 **SECOND CAUSE OF ACTION**

22 **(Breach of Implied Covenant of Good Faith and Fair Dealing**
23 **Against All Defendants)**

24 23. Pilgrim repeats and incorporates by reference the allegations of paragraphs 1
25 through 22, inclusive, as though fully set forth herein.

26 24. Big Vision was obligated as a party to the Distribution Agreement to not do
27 anything that would deprive Plaintiff of the benefits of the Distribution Agreement.

28 25. The Exclusive Output Deal (including the three amendments to the

1 Exclusive Output Deal) and Big Vision's accounting or handling of the Exclusive
2 Output Deal (including the three amendments) in fact did deprive Pilgrim of the
3 benefits of the Distribution Agreement. Under the Distribution Agreement, Pilgrim was
4 entitled to receive 65% of the net sales of the Media Library in DVD format, less
5 recoupable expenses. Pursuant to the Exclusive Output Deal (including the three
6 amendments), however, Big Vision removed Image's distribution fee, advances to Big
7 Vision, and other non-recoupable expenses from the royalty payments due to Pilgrim.
8 By doing so, Big Vision substantially reduced the amount of royalties Pilgrim would
9 and should otherwise have been paid under the Distribution Agreement.

10 26. As a direct and foreseeable result of Defendants' breaches and other
11 conduct, Pilgrim, on information and belief, has been damaged in an amount of at least
12 \$3 million plus interest.

13 THIRD CAUSE OF ACTION

14 (Breach of Fiduciary Duty Against All Defendants)

15 27. Pilgrim repeats and incorporates by reference the allegations of paragraphs 1
16 through 26, inclusive, as though fully set forth herein.

17 28. In connection with the Distribution Agreement, Pilgrim reposed its trust and
18 confidence in Big Vision's integrity and fidelity, among other things, to market and
19 exploit in DVD format the Media Library to the best of Big Vision's abilities and to
20 account for properly the revenues generated and royalties due to Pilgrim from such
21 marketing and exploitation. Big Vision voluntarily accepted this position of trust and
22 confidence, and was bound to act in Pilgrim's best interest with respect to the marketing
23 and exploitation of the Media Library in DVD format and the reporting properly of
24 revenues generated and royalties due to Pilgrim from such exploitation and marketing.

25 29. On information and belief, Big Vision breached its fiduciary duty to Pilgrim
26 by, among other things, failing to act in good faith and with undivided loyalty; by
27 failing to properly inform and advise Pilgrim with respect to material facts relating to
28 the exploitation of the Media Library; by entering into arrangements that created a

1 conflict of interest for Big Vision regarding the duties and obligations owed to Pilgrim;
2 and by misrepresenting and concealing material facts from Pilgrim regarding the
3 exploitation and marketing of the Media Library, all as described above.

4 30. As a consequence of Big Vision's breaches of its fiduciary duties, Pilgrim
5 has been damaged in the amount of at least \$3 million plus interest.

6 31. In engaging in the acts and conduct described above, Defendants, and each
7 of them, acted intentionally and with a conscious disregard for Pilgrim's rights and have
8 subjected Pilgrim to unjust hardship, thereby committing acts of fraud, oppression, and
9 malice within the meaning of Civil Code §3294(c).

10 **FOURTH CAUSE OF ACTION**

11 **(Fraud Against All Defendants)**

12 32. Pilgrim repeats and incorporates by reference the allegations of paragraphs 1
13 through 31, inclusive, as though fully set forth herein.

14 33. In addition to undertaking a fiduciary duty to Pilgrim, Big Vision and
15 defendant Curtis also undertook a separate and independent duty of disclosure to
16 Pilgrim in connection with the Distribution Agreement. Among other things, Big
17 Vision and defendant Curtis had exclusive access to the facts regarding the terms and
18 conditions of its Exclusive Output Deal (including the three amendments) and
19 negotiations with Image; and, further, Big Vision, through defendant Curtis, was
20 specifically tasked with providing accurate and truthful payments and accountings to
21 Pilgrim under the Distribution Agreement

22 34. As a result of their fiduciary duty to Pilgrim, exclusive access to material
23 facts, and obligation to provide accurate and truthful accountings, Big Vision and
24 defendant Curtis were obligated to disclose, and to not conceal or suppress, all relevant
25 financial facts regarding Big Vision's marketing and exploitation of the Media Library
26 in DVD format.

27 35. On information and belief, Big Vision and defendant Curtis breached these
28 and other duties to Pilgrim in connection with Big Vision and defendant Curtis'

1 marketing and exploitation in DVD format the Media Library. On information and
2 belief, Big Vision and defendant Curtis breached these and other obligations to Pilgrim
3 starting at least in September 2008, and continuing thereafter, by, among other things,
4 providing royalty payments and information to Pilgrim that was inaccurate, incomplete,
5 untruthful, fraudulent, and misleading and by concealing and suppressing material
6 information, including, but not limited to, the receipt of advancements by Image to Big
7 Vision against royalties, the true amount of gross revenue, and all expenses and costs
8 being deducted from payments to Pilgrim under the Distribution Agreement.

9 36. On information and belief, by engaging in the conduct described above, and
10 by concealing and suppressing the material facts and information described above, Big
11 Vision and defendant Curtis intended to deceive Pilgrim, and in fact did deceive
12 Pilgrim, into believing that the Media Library had been less profitable than it actually
13 was. On information and belief, Big Vision and defendant Curtis further breached their
14 duties of disclosure and non-suppression and concealment to Pilgrim by not disclosing
15 to Pilgrim, and in fact actively concealing from it, the advances to Big Vision from
16 Image and the improper deductions described above.

17 37. Pilgrim, to its detriment, relied on Big Vision and defendant Curtis to
18 accurately convey, fully disclose, and not conceal the efforts being taken to exploit the
19 Media Library and to accurately convey and identify, and not suppress or conceal, the
20 revenue generated by the Media Library, and the deductions taken from that revenue.

21 38. As a direct and foreseeable result of Defendants' conduct, Pilgrim has been
22 damaged in an amount according to proof at trial in an amount no less than \$3 million
23 plus interest.

24 39. In engaging in the acts and conduct described above, Defendants, and each
25 of them, acted intentionally and with a conscious disregard for Pilgrim's rights and have
26 subjected Pilgrim to unjust hardship, thereby committing acts of fraud, oppression, and
27 malice within the meaning of Civil Code §3294(c).

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300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

08/25/10

FIFTH CAUSE OF ACTION

(Conversion Against All Defendants)

1
2
3 40. Pilgrim repeats and incorporates by reference the allegations of paragraphs 1
4 through 39, inclusive, as though fully set forth herein.

5 41. Pilgrim is, and at all times relevant herein was, the rightful owner of certain
6 monies delivered to Big Vision and/or defendant Curtis or other Defendants by Image
7 pursuant to the Exclusive Output Deal (including the three amendments).

8 42. On information and belief, Big Vision and defendant Curtis received from
9 Image a \$700,000 advance, as well as royalty payments of not less than \$900,000, all of
10 which it improperly retained and applied to Big Vision's and/or defendant Curtis'
11 benefit, instead of transferring to Pilgrim its 65% interest in net revenues (as defined
12 above) from the exploitation of the Media Library.

13 43. Accordingly, Pilgrim has been damaged by Defendants' conduct in an
14 amount to be proven at trial totaling no less than \$1.6 million plus interest.

15 44. In engaging in the acts and conduct described above, Defendants, and each
16 of them, acted intentionally and with a conscious disregard for Pilgrim's rights and have
17 subjected Pilgrim to unjust hardship, thereby committing acts of fraud, oppression, and
18 malice within the meaning of Civil Code §3294(c).

SIXTH CAUSE OF ACTION

(Money Had and Received Against All Defendants)

19
20
21 45. Pilgrim repeats and incorporates by reference the allegations of paragraphs 1
22 through 44, inclusive, as though fully set forth herein.

23 46. On information and belief, Big Vision and defendant Curtis and/or other
24 defendants have received money as alleged above that it should have transferred to
25 Pilgrim pursuant to the Distribution Agreement.

26 47. Big Vision and Defendants have refused to deliver such monies to Pilgrim,
27 despite Pilgrim's request.

28 48. As a result, Defendants are indebted to Pilgrim in an amount of at least \$1.6

1 million.

2 **REQUEST FOR RELIEF**

3 Based on the facts alleged above, Pilgrim respectfully request that judgment be
4 entered against Defendants, and each of them, as follows:

5 First Cause of Action:

- 6 (1) For damages according to proof but at least \$3 million;
7 (2) For pre-judgment and post-judgment interest according to law;
8 (3) For an accounting;
9 (4) For attorney's fees;
10 (5) For such other and further relief as the Court deems just and proper.

11 Second Cause of Action:

- 12 (6) For damages according to proof but at least \$3 million;
13 (7) For pre-judgment and post-judgment interest according to law;
14 (8) For an accounting;
15 (9) For attorney's fees;
16 (10) For such other and further relief as the Court deems just and proper.

17 Third Cause of Action:

- 18 (11) For damages according to proof but at least \$3 million;
19 (12) For pre-judgment and post-judgment interest according to law;
20 (13) For the imposition of a constructive trust over all monies improperly
21 received by defendants or to be received in the future;

- 22 (14) For punitive damages;
23 (15) For an accounting;
24 (16) For attorney's fees;
25 (17) For such other and further relief as the Court deems just and proper.

26 Fourth Cause of Action:

- 27 (18) For damages according to proof but at least \$3 million;
28 (19) For pre-judgment and post-judgment interest according to law;

1 (20) For the imposition of a constructive trust over all monies improperly
2 received by defendants or to be received in the future

3 (21) For punitive damages;

4 (22) For an accounting;

5 (23) For attorney's fees;

6 (24) For such other and further relief as the Court deems just and proper.

7 Fifth Cause of Action:

8 (25) For damages according to proof but at least \$1.6 million;

9 (26) For pre-judgment and post-judgment interest according to law;

10 (27) For the imposition of a constructive trust over all monies improperly
11 received by defendants or to be received in the future

12 (28) For punitive damages;

13 (29) For an accounting;

14 (30) For attorney's fees;

15 (31) For such other and further relief as the Court deems just and proper.

16 Sixth Cause of Action:

17 (32) For damages according to proof but at least \$1.6 million;

18 (33) For pre-judgment and post-judgment interest according to law;

19 (34) For the imposition of a constructive trust over all monies improperly
20 received by defendants or to be received in the future

21 (35) For punitive damages pursuant to Civil Code § 3294(a);

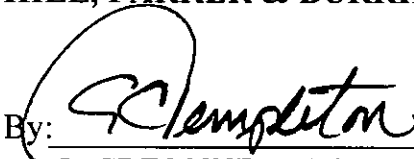
22 (36) For an accounting;

23 (37) For attorney's fees; and,

24 (38) For such other and further relief as the Court deems just and proper.

1 DATED: August 25, 2010

HILL, FARRER & BURRILL LLP

By: 

G. CRESSWELL TEMPLETON, III
Attorneys for Plaintiff,
PILGRIM FILMS & TELEVISION,
INC.

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300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3147

08/25/10

HF8 938318.5 P6202006



Deal Term Sheet

TO: Pilgrim Films & Television c/o Alan David
FROM: Big Vision Entertainment
DATE: 6/29/05
SUBJECT: Marketing & Distribution Term Sheet for Ghost Hunters DVD Series

11616 Ventura Blvd.
Suite #279
Sherman Oaks, CA 91423
T 818.778.1100
F 818.778.1104
www.bigvisionentertainment.com

DEAL TERM SHEET

Production, Sales, Marketing and Distribution Term Sheet Ghost Hunters DVD Series

The following terms will act as the general discussion points between Pilgrim Films and Big Vision Entertainment. The parties will work together to arrive at mutually agreeable business terms. This deal proposal is subject to the review and formal approval of Big Vision.

GENERAL:

Big Vision to produce and exclusively market and distribute the *Ghost Hunter's DVD series*.

BIG VISION OBLIGATIONS

Senior Product Line Management – Big Vision to designate key managers responsible for overseeing all production, marketing, sales, and product management activities associated with the Ghost Hunter product releases.

Marketing Support– Big Vision to provide, as needed, marketing support to include television, print and POS advertising as needed, including the creation and financing of such plans. A PR campaign, internet marketing and possible in-store appearances and cross-promotions with key third parties are also contemplated prior to retail launch.

Deal Term Sheet

Creative Services - Big Vision to provide services including art design for packaging and advertising, plus all DVD design and authoring.

Regular Reports - Pilgrim Films to receive, at a minimum, quarterly retail sales reports, as well as periodic customized reports, as requested by Pilgrim Films to the extent possible.

13616 Ventura Blvd Suite 8279
T. 818.779.1100
P. 818.779.1146
www.bigvisionmanagement.co

GENERAL DEAL TERMS

Licensor: Pilgrim Films And Television, Inc.

Programs: *Ghost Hunters* TV series to compiled into a Season One DVD release. Pilgrim Films producers will work with Big Vision to help create DVD extra's and never-before-seen bonus footage.

The release will be in the form of a box set, i.e., a 3 DVD set that will contain each episode from Season One plus a "Best of Vol. One". Extra's may include: deleted scenes, bonus commentary and special sneak previews from the new season.

Territory: U.S. with simultaneous release in Canada.

Exclusive Rights: Exclusive Right for exploitation of any Programs under the *Ghost Hunters* name during the Term for home video.

Deal Term: One (1) year from the first commercial release date of Program hereunder, with a sell-off period of six (6) months.

Additional Programs: During the term, Big Vision may present DVD concepts to Pilgrim Films such as *Ghost Hunters*, *Scariest Episodes*, etc. or other special compilations. Any concept mutually

Deal Term Sheet

agreed upon will fall under the same terms as this agreement.

Royalty Rate:

85 % of Net Profit derived from any and all exploitation of rights.

Return

Reserve: 10% return reserve, which will be reconciled on a year-end basis.

13616 Ventura Blvd.
Suite #219
Sherman Oaks, CA 91403
T 818.779.1100
F 818.779.1144
www.bigvision.com

Clearances:

Pilgrim Films shall be responsible for all clearances.

Accounting:

- (a) Calendar Quarter;
- (b) Payments net 60, after quarter end.

Artwork:

Pilgrim Films will provide artwork files or key art and style guides where available. Big Vision to create artwork for packaging and marketing unless otherwise determined mutually by the parties. Pilgrim Films to have final approval over all artwork.

Deliverables:

Full delivery is hereby acknowledged by Big Vision.

Other Terms:

(a) Manufacturing, Marketing, Production Services, Public Relations, Telemarketing, set up of Merchant Accounts, DVD Authoring, Returns and Warehousing are the responsibility of Big Vision.

(b) Other terms and conditions as mutually agreed upon by the parties.

Non-Recoupable Costs

Big Vision agrees to supply the following services to Pilgrim Films, at no charge:

- 1. Box Cover Design

Deal Term Sheet

11034 Ventura Blvd Suite #279
T 310.779.1190
F 310.779.1146
www.bigvisionentertainment.com

- 2. DVD Authoring/ Menu & Chapter creation
- 3. Artwork and script for all Print ads
- 4. Design, editing and creation of any TV ads.
- 5. Big Vision overhead (which includes a full time project manager, sales reps, accounting, promotional mailers, etc.)
- 6. PR - general Publicity services provide through Big Vision's full time PR Firm, Warren Cowen & Associates.

Recoupable Costs:

The only recoupable costs deducted from Pilgrim Films will be the following and only if directly attributable to the DVDs of the Programs:

- 1. Cost of Goods (The actual cost to manufacture each unit)
- 2. Cost of Shipping (The actual freight costs) when shipping to retailers and/or end users.
- 3. MDF (marketing development funds), which are actually deducted by some retailers. MDF normally never exceeds 5% of sales for any given retail chain and is often less than 2.5%.
- 4. Placement fees. Some chains (such as Target) charge a placement fee just to have your product on the shelf. These fees usually never exceed 1 dollar per unit. Only applies to placement fees actually charged.
- 5. Media Time for print or televised advertising.
- 6. Publicity Event Expenses (travel, etc.)

[Signatures On Following Page]

IMPORTANT NOTE:

No deductions will be taken out unless Big Vision actually occurs an expense. (Unlike many scenarios where a distributor will simply place an added fee on the top to cover all expenses, etc.) This insures that Pilgrim Films will retain the maximum amount of profits per each unit sold.

Deal Term
Sheet

AGREED TO AND ACCEPTED:

PILGRIM FILMS AND TELEVISION, INC.

By: [Signature]

Its: [Signature]

BIG VISION ENTERTAINMENT

By: [Signature]

Its: [Signature]

13816 Ventura Blvd.
Suite 2279
Sherman Oaks, CA 91421
T 818.779.1100
F 818.779.1146
www.BigVisionEntertainment.com

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
G. Cresswell Templeton (SBN 138398)
Clayton J. Hix (SBN 236718)
Hill, Farrer & Burrill LLP
300 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
TELEPHONE NO.: (213) 620-0460 FAX NO.: (213) 624-4840
ATTORNEY FOR (Name): Pilgrim Films & Television, Inc.

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FILED
Los Angeles Superior Court

AUG 25 2010

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill St.
MAILING ADDRESS: (same)
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME: Pilgrim Films & Television, Inc. v. Big Vision Ent., LLC, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

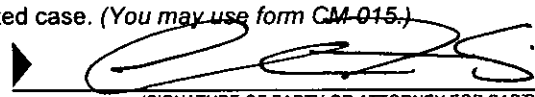
CASE NUMBER: **BC 44 44 13**
JUDGE:
DEPT:

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): Six
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: August 25, 2010
Clayton J. Hix (SBN 236718)
(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

CM-010

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

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

**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 5-7 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):
Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.
Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.
Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.
 For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

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

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

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	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.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	A6017 Legal Malpractice A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	1., 2., 3., 10.
Breach of Contract/Warranty (06) (not insurance)	A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5., 2., 5., 1., 2., 5.
Collections (09)	A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case	2., 5., 6., 2., 5.
Insurance Coverage (18)	A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	A6009 Contractual Fraud A6031 Tortious Interference A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5., 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6., 2., 6., 2., 6.
Unlawful Detainer - Commercial (31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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

SHORT TITLE: Pilgrim Films & Television, Inc. v. Big Vision Ent., LLC, et al.

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

8/15/89

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

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.

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

Dated: August 25, 2010

Clayton J. Hix (SBN 236718)
(SIGNATURE OF ATTORNEY/FILING PARTY)



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 Los Angeles Superior Court courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE	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. <input type="checkbox"/>
CITY: Sherman Oaks	STATE: CA
ZIP CODE: 91423	
ADDRESS: 13636 Ventura Blvd. Suite 279	

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.

SHORT TITLE: Pilgrim Films & Television, Inc. v. Big Vision Ent., LLC, et al.	CASE NUMBER
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