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AMARU ENTERTAINMENT INC.

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OF ORIGINAL FILED
Los Angeles Superior Court

MAR 16 2009

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

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

MORGAN CREEK PRODUCTIONS, a
Delaware Corporation,

Plaintiff,

v.

AMARU ENTERTAINMENT INC., a
Delaware corporation; and DOES 1 through
10, inclusive,

Defendants.

AMARU ENTERTAINMENT INC., a
Delaware corporation,

Cross-Complainant,

v.

MORGAN CREEK PRODUCTIONS, a
Delaware Corporation; JAMES ROBINSON,
an individual; DON HARDISON, an
individual, LT HUTTON, an individual;
and DOES 1 through 50, inclusive,

Cross-Defendants.

CASE NO. BC 407776

Assigned for all purposes to
the Honorable Mary Thornton House, Dept. 17

CROSS-COMPLAINT FOR:

- (1) INTERFERENCE WITH ECONOMIC
BENEFIT;**
- (2) DECEIT;**
- (3) DECLARATORY RELIEF; AND**
- (4) COMPENSATORY AND PUNITIVE
DAMAGES**

Action Filed: February 17, 2009

1 Cross-Complainant AMARU ENTERTAINMENT INC., a California corporation ("AE"),
2 alleges against MORGAN CREEK PRODUCTIONS, INC. ("Morgan Creek"), JAMES
3 ROBINSON, DON HARDISON, LT HUTTON, and DOES 1 through 50, inclusive, and each of
4 them (collectively referred to herein as "Cross-Defendants"), as follows:

5 NATURE OF THE ACTION

6 1. Tupac Shakur ("Tupac") was one of the most prolific and influential artists of this
7 generation. His music and lyrics transformed and redefined popular culture. Tupac is regarded as
8 the greatest rap musician of all time. He had numerous multi-platinum albums and top hits. Tupac
9 revolutionized the rap and hip-pop culture. His music transcends race, ethnicity and social barriers.
10 Tupac parlayed his burgeoning music achievements into a successful film career garnering critical
11 acclaim for his work on the silver screen. Unfortunately, Tupac's raw talent and unmatched lyricism
12 came to an abrupt halt when he was gunned down at age 25 in a hail of bullets on the Las Vegas
13 Strip in 1996. Tupac gained immortality as his singles and albums were released after his death; his
14 popularity grew even more after his tragic passing, as his record sales continued to grow, and his life
15 became the subject of books, college courses, television specials, and even a feature film
16 documentary called "*Tupac Resurrection*" (the "Tupac Documentary"). The Tupac Documentary
17 was a co-production by AE and MTV Films and was ultimately nominated for an Academy Award
18 in 2005. Afeni Shakur was the executive producer.

19 2. Afeni Shakur is Tupac's mother and sole heir to his estate. Through her solely owned
20 corporation, AE, she owns, *inter alia*, the rights to Tupac's name, likeness and image including the
21 film rights to Tupac's life story (the "Tupac Film"). In addition, Ms. Shakur, along with her
22 distribution partners, control all Tupac master recording music rights worldwide. When Tupac died
23 he left behind over 200 unreleased master recordings, which were (and are) controlled by Ms.
24 Shakur and AE. In fact, Ms. Shakur has been the executive producer of ten (10) posthumous albums
25 featuring Tupac's performances and two (2) spoken word albums that feature Tupac's poetry. These
26 albums alone have sold over 20 million units worldwide. Furthermore since her son's death, Ms.
27 Shakur has approved dozens of Tupac album compilations and Tupac remix albums in addition to
28 authorizing hundreds upon hundreds of license requests and approvals concerning Tupac's music,

1 poetry, name, likeness, images, and AE owned trademarks for films, television shows, magazines,
2 books, concerts, colleges, schools, non-profit organizations, and third party record album
3 compilations all over the world. Given the unprecedented nature of Tupac's life and the continued
4 growth of his legacy by Ms. Shakur, there has been substantial interest by movie producers and
5 creative executives in producing an "official" biographical film about Tupac's life. Since 1997, Ms.
6 Shakur had been in discussions with various movie studios, production companies, and other
7 individuals to produce and distribute the Tupac Film. In 1999, however, she decided to table the
8 idea, opting instead to produce and release the Tupac Documentary first which also included a
9 corresponding soundtrack album and coffee table book of the same name. In 2005, after the release
10 of the Tupac Documentary and subsequent Academy Award nomination in the Best Documentary
11 Feature category, discussions on the Tupac Film, once again, were being initiated by third parties
12 which included, but were not limited to, MTV Films, The Weinstein Company, New Line
13 Entertainment, and Benderspink Productions.

14 3. In October 2008, Dina LaPolt, an attorney for AE and Ms. Shakur, commenced
15 discussions with executives at Morgan Creek to produce such a film. In their discussions and
16 communications, LaPolt and Morgan Creek were far apart on even agreeing to basic parameters.
17 These were parameters that had been developed over a ten-year relationship by Ms. Shakur, LaPolt,
18 and Molly Monjauze, AE's creative consultant. These parameters were used in connection with the
19 many other Tupac projects developed, released, and approved by Ms. Shakur since 1997. As such,
20 key terms remained open including the requisite creative input and credit for Ms. Shakur, specific
21 rights granted, option fees, and back-end compensation. At no point did the parties have a meeting
22 of the minds or come close to creating any valid, binding or enforceable agreement.

23 4. In the course of the discussions, representatives from each side exchanged emails
24 between one another containing proposed deal points. On December 17, 2008, LaPolt sent an email
25 to Don Hardison, an executive and lawyer at Morgan Creek, attaching a document entitled "Amaru
26 Counter Proposal." This was a working draft document prepared in response to a prior proposal
27 made by Morgan Creek. Morgan Creek's prior proposal reserved all rights and specifically provided
28 that any agreement for the film would need to be fully executed by the parties (i.e., Shakur and

1 Morgan Creek). LaPolt's December 17, 2008 draft contained revised proposed deal points with
2 redlined portions showing the most recent changes made by LaPolt. Like other documents
3 exchanged by the parties, it was to be used for negotiations and further discussions. The document
4 contained numerous notes to Hardison about open deal terms, licensing and merchandising rights,
5 and other provisions that required further negotiation. There was no indication or implication that
6 this was a final document. Nowhere in the document did it even say that it was an "Agreement."
7 Moreover, Morgan Creek itself demanded that to be enforceable any agreement between the parties
8 must be fully executed. Not only were there no signatures of any of the parties on the draft, there
9 weren't even any signature lines for the parties to sign on. And LaPolt reserved all rights with
10 respect to the draft proposal, just like Morgan Creek did. This was not – nor could it be – a legally
11 binding document.

12 5. At no time did LaPolt represent to any Morgan Creek representative that she was in
13 exclusive discussions with Morgan Creek. In fact, LaPolt was currently in discussions with other
14 studios and production companies, including Paramount Pictures, Fox Searchlight, and HollyHood
15 Filmz to acquire the rights to the Tupac Film, and had told this to Morgan Creek on numerous
16 occasions during their discussions.

17 6. Morgan Creek made no response and did nothing with regard to the December 17,
18 2008 draft for over a month. In fact, not having heard from Hardison, in early January 2009 LaPolt
19 emailed him asking him if the discussions were "dead." Hardison advised LaPolt that he would let
20 her know Morgan Creek's position "ASAP." But it wasn't until two weeks later, on January 20,
21 2009, that LaPolt heard anything else from Morgan Creek. On that day, LaPolt received a call from
22 LT Hutton, an executive of Morgan Creek. The next day, January 21, 2009, LaPolt received phone
23 calls from Morgan Creek executives with urgent messages. Because she was out of the country, she
24 instructed her colleague, Laura Frank Sedrish, to return the calls.

25 7. Sedrish's call was attended by every Morgan Creek executive: Chief Executive
26 Officer James Robinson, Chief Operating Officer Rick Nicita, Attorney Don Hardison, and
27 Consultant LT Hutton. It was all a pre-planned set-up. After Sedrish advised Morgan Creek that
28 other studios were very interested in the project and Morgan Creek would need to "sweeten" its

1 proposal, the executives boldly told her that they "accept" the December 17, 2008 draft proposal and
2 claimed there was now a "deal" between Morgan Creek and AE. When Sedrish responded by telling
3 that there was never a deal, the executives informed her that it was "too late." Minutes later,
4 Hardison emailed LaPolt and brazenly advised her that Morgan Creek "accepts" the December 17,
5 2008 draft.

6 8. The timing of Morgan Creek's purported "acceptance" was not coincidental. It came
7 immediately after another motion picture of the same genre was released nationwide in January
8 2009. That movie had a very successful opening weekend in the box office and generated a great
9 deal of fanfare. Given its success, Morgan Creek wanted to cash in on the Tupac Film. So instead
10 of negotiating in good faith with AE, they sought to obtain the rights by concocting a non-existent
11 "agreement" and engaging in heavy-handed threats, coercion and intimidation to interfere with and
12 ultimately destroy the film project.

13 9. This was all part of Morgan Creek's scheme. In December 2008, Morgan Creek's
14 executives were frustrated that the negotiations for the movie rights were not going their way and
15 that they could not close the deal on their terms. In fact, according to LT Hutton, Cross-Defendants
16 were "agitated" because things were getting "messed up" by a "bunch of women" (Afeni Shakur,
17 Dina LaPolt and Laura Frank Sedrish). Accordingly, after receiving the December 17, 2008 draft,
18 Cross-Defendants James Robinson, Don Hardison and LT Hutton came up with a plan. They were
19 going to lie in wait to see how well the other rap music motion picture that was slated for release in
20 January 2009 did in the box office. If it did well, Cross-Defendants were going to leverage the
21 December 17, 2008 draft, claim there was a "deal" for the Tupac Film and threaten AE if it did not
22 give them the project on their terms. If the other film did not do well, they would let the Tupac
23 project go. Morgan Creek was going to win one way or another. So when the other film was
24 successful, Morgan Creek manufactured a legal fiction that the December 17, 2008 draft was a valid,
25 binding and enforceable agreement between the parties, contacted AE's representatives and
26 employees, and threatened them. This was a sleazy and illegal ploy to coerce AE into a deal.

27 10. When AE did not succumb to the intimidation tactics, Cross-Defendants went even
28 further. In a blatant act of interference, they contacted third-party movie studios and production

1 companies with which AE was negotiating and put the word out and threatened that Morgan Creek
2 already owned the rights to the Tupac Film. Morgan Creek's threats and interference effectively
3 killed any deal for the Tupac Film resulting in millions of dollars in losses for AE.

4 11. Unbeknownst to AE at the time, Cross-Defendants and each of them have a pattern
5 and practice of engaging in this kind of dishonest and deceitful conduct engaged in herein. James
6 Robinson and Morgan Creek use threats, coercion, fraud, and intimidation in their business dealings.
7 They are dishonest and unscrupulous in their conduct and will stop at nothing to get what they want.
8 Robinson and Morgan Creek are serial frivolous litigators who abuse the legal system and the
9 judicial process to gain leverage in negotiations and to intimidate parties who do not submit to their
10 terms. There are over 50 actions involving Morgan Creek and Robinson in the Los Angeles
11 Superior Court alone just in the last 10 years. They toll the Court resources and taxpayer money to
12 further their own business objectives and to scare companies and individuals. Had they known about
13 Cross-Defendants' scheme, and about Robinson's and Morgan Creek's pattern of deceitful and
14 dishonest business dealings, AE never would have dealt with them at all.

15 PARTIES

16 12. At all times mentioned herein, Cross-Complainant AE was and is a Delaware
17 corporation authorized to do business in California. AE owns and controls (i) the rights to the name
18 and likeness of Tupac Shakur; (ii) the registered rights of publicity for Tupac Shakur; (iii) registered
19 trademarks and copyrights associated with the name Tupac Shakur; (iv) famous logos, artwork and
20 marks created and used by Tupac Shakur; and (v) the right to license and exploit Tupac Shakur's
21 name. Tupac Shakur's name, likeness, and music cannot be used without the express written
22 permission, consent and authority of AE.

23 13. AE is informed and believes, and on that basis alleges, that at all relevant times
24 mentioned herein, Cross-Defendant Morgan Creek was and is a Delaware corporation with its
25 principal place of business in Los Angeles, California. Morgan Creek produces and distributes
26 motion pictures.

27 14. AE is informed and believes, and on that basis alleges, that at all relevant times
28 mentioned herein, Cross-Defendant James Robinson was and is an individual residing in Los

1 Angeles, California. AE is informed and believes that James Robinson is the Chief Executive
2 Officer of Morgan Creek.

3 15. AE is informed and believes, and on that basis alleges, that at all relevant times
4 mentioned herein, Cross-Defendant Don Hardison was and is an individual residing in Los Angeles,
5 California. AE is informed and believes that Hardison is an executive and general counsel of
6 Morgan Creek.

7 16. AE is informed and believes, and on that basis alleges, that at all relevant times
8 mentioned herein, Cross-Defendant LT Hutton was and is an individual residing in Los Angeles,
9 California. Cross-Complainant is informed and believes that LT Hutton was an outside consultant
10 for Morgan Creek.

11 17. AE is informed and believes, and on that basis alleges, that Cross-Defendants DOES
12 1 through 50, inclusive, are individually and/or jointly liable to AE for the wrongs alleged herein.
13 The true names and capacities, whether individual, corporate, associate or otherwise, of Cross-
14 Defendants DOES 1 through 50, inclusive, are unknown to AE at this time. Accordingly, AE sues
15 Cross-Defendants DOES 1 through 50, inclusive, by fictitious names and will amend this Cross-
16 Complaint to allege their true names and capacities after they are ascertained.

17 18. AE is informed and believes, and on that basis alleges, that each Cross-Defendant
18 conspired with, aided and abetted, ratified the conduct of, knowingly acquiesced in and accepted the
19 benefits of each other Cross-Defendant as alleged herein.

20 19. AE is informed and believes, and on that basis alleges, that except as otherwise
21 alleged herein, each of the Cross-Defendants is, and at all times relevant to this Cross-Complaint
22 was, the agent, employer, partner, joint venturer, alter ego, affiliate, and/or co-conspirator of the
23 other Cross-Defendant and, in doing the things alleged herein, was acting within the course and
24 scope of such positions at the direction of, and/or with the permission, knowledge, consent, and/or
25 ratification of the other Defendant.

26 20. At all times relevant to this Cross-Complaint, the conduct giving rise to these claims
27 occurred, in part, in the County of Los Angeles.
28

FACTS COMMON TO ALL CAUSES OF ACTION

21. Dina LaPolt is a licensed California attorney and an experienced entertainment lawyer. Since 1998, she has represented AE and its sole shareholder, Afeni Shakur, in the drafting, reviewing, and negotiation of numerous agreements for Tupac's albums, books, the Tupac Documentary, merchandising deals, and other various license requests. As a matter of practice, which had been developed (and later perfected) by Ms. Shakur and LaPolt over a ten-year professional and personal relationship, LaPolt first investigates all business-related proposals and offers made to AE to establish specific approvals required by Ms. Shakur and to ascertain the rights being requested. If after such approvals have been met and various AE agreements with third parties have been reviewed in connection with the rights being requested, the final decision to negotiate and accept any proposal or offer rests entirely with Ms. Shakur. LaPolt has no authority to accept or close any deal without Ms. Shakur's express approval. This has been their practice for years, resulting in the sale of millions of record albums, hundreds of thousands of books sold, and numerous licensing deals including a worldwide apparel line featuring the name, image, poetry and lyrics of Tupac.

22. Throughout 2006 to 2008, LaPolt has been in non-exclusive discussions with various movie studios, production companies, producers, directors and talent agents to develop the Tupac Film. These included The Weinstein Company, New Line Entertainment, Paramount Pictures, Fox Searchlight, the Kennedy Marshall Company, Brett Ratner's Rat Entertainment, and representatives of Jamie Foxx, Antoine Fuqua, and Jon Peters, among others. Given the long-standing relationship between Ms. Shakur and LaPolt over the years, they discussed in length Ms. Shakur's vision for the Tupac Film and specific approvals and material terms for any deal. In these discussions, Ms. Shakur and LaPolt developed certain parameters that would need to be met before any deal for the movie would go forward just like they did with respect to the Tupac Documentary. Ms. Shakur and LaPolt agreed that LaPolt would not present any offer, proposal or deal for Ms. Shakur's review and acceptance until these basic parameters had been met which had been their procedure and process for the past several years. All AE's business partners, employees, and consultants, including Monjaube, knew and understood this procedure.

23. In furtherance of the foregoing, LaPolt prepared a "Tupac Biopic Information Sheet" that detailed the aforementioned approvals and parameters required by Ms. Shakur for any movie deal based on Tupac's life. This was the negotiating roadmap for any Tupac film project and included the following terms: executive producer, producer, and music supervisor credits; approval procedures; soundtrack rights; creative input; back-end participation; and the necessary music licensing rights. The sheet also included certain key provisions, for example: that Afeni Shakur would be given executive producer credit, that she would have specific approval rights, and that she would get back-end participation. These terms were a pre-condition for any movie deal to go forward. It was LaPolt's practice to send the Tupac Biopic Information Sheet to any party interested in negotiating for the movie rights in order to streamline discussions with third-party studios and producers.

Negotiations with Morgan Creek

24. In or around October 2008, Cross-Defendant LT Hutton contacted LaPolt and advised LaPolt that he was working with Morgan Creek and that the studio was interested in making an offer for the Tupac Film. LaPolt had a previous relationship with Hutton from when he was engaged by AE to produce and remix certain recordings featuring Tupac's music. LaPolt advised Hutton that the rights for the Tupac Film were still available, that AE was negotiating with other parties and that if Morgan Creek was interested in making an offer they should move quickly. Hutton advised LaPolt that she would be hearing from Morgan Creek's executives because they were ready to make an offer.

25. At this time, LaPolt was in ongoing discussions with the Kennedy Marshall Company and a representative of Jamie Foxx who all contacted LaPolt with inquiries about acquiring the rights to the film. Both discussions proceeded smoothly with the parties interested in potentially making offers for the film.

26. On October 28, 2008, David Robinson, head of production for Morgan Creek, contacted LaPolt to discuss the project. Robinson told LaPolt that Don Hardison, an executive and the general counsel for Morgan Creek, would be calling her to discuss specific details. After the call, consistent with her standard of practice, LaPolt transmitted Robinson the Tupac Biopic

1 Information Sheet.

2 27. Later that day, LaPolt received a telephone call from Cross-Defendant Don Hardison
3 to discuss the acquisition of rights for the Tupac Film. During the call, LaPolt advised Hardison that
4 she was negotiating with other studios, and specifically mentioned her recent discussions with The
5 Kennedy Marshall Company and a representative of Jamie Foxx. LaPolt informed Hardison that the
6 terms of a potential deal are outlined in the Tupac Biopic Information Sheet and emailed him the
7 sheet after the call.

8 28. Following this conversation, LaPolt and Hardison began to discuss the terms of the
9 movie deal. The initial conversation between the parties was a non-starter. On or about November
10 7, 2008, Hardison called LaPolt and expressed disapproval over the terms in the Tupac Biopic
11 Information Sheet, including Ms. Shakur's approval rights, back-end participation, and, most
12 disturbingly, Afeni Shakur's executive producer credit on the film. He sought to eliminate some of
13 these provisions altogether. LaPolt explained to Hardison that such a proposal was offensive as it
14 sought to completely undermine Ms. Shakur's role and creative involvement. LaPolt expressed to
15 Hardison that Ms. Shakur was very involved in managing her late son's business affairs and not
16 giving her the credit (and approvals) she deserves was unacceptable. LaPolt further advised
17 Hardison that other studios have already accepted these terms and that Morgan Creek should
18 substantially revise its position. She told Hardison that his current proposal was so materially
19 deficient that she would not present it to her client. LaPolt explained that Ms. Shakur has the final
20 authority to accept or reject any deal. LaPolt also informed Hardison that any party interested in
21 negotiating for the Tupac Film must understand the complex rights and approvals that are associated
22 with the deal. And until those rights and approvals are negotiated and agreed to, LaPolt cannot
23 present any potential offers to Ms. Shakur.

24 29. Hardison made a subsequent verbal offer to LaPolt. It did not fare any better. It was
25 too low, failed to provide any back-end compensation and did not give Shakur adequate executive
26 producer credit and compensation. LaPolt reassured Hardison that at least another studio that AE
27 previously negotiated with offered these terms. Hardison asked for proof and LaPolt provided
28 language from an offer submitted by another studio that contained these terms. LaPolt informed

1 Hardison that she would not present Morgan Creek's offer to Ms. Shakur. LaPolt further explained
2 to Hardison that if she presented an offer this inadequate to Ms. Shakur, there is a risk that Ms.
3 Shakur would no longer be interested in continuing to negotiate with Morgan Creek.

4 30. At the same time, upset with the progress of the negotiations, LT Hutton attempted to
5 go around LaPolt to try and negotiate directly with Ms. Shakur. In almost every conversation with
6 Monjauze, a consultant for AE since 1997, LT Hutton wanted direct contact with Ms. Shakur.
7 Monjauze repeatedly explained to Hutton that "that is not the process that Ms. Shakur had set up."
8 Monjauze further told him that everything must go through LaPolt to get it to the point that it can
9 even be sent to Ms. Shakur for consideration. Throughout the conversations between Monjauze and
10 Hutton, he continued to pressure her to get into direct communications with Ms. Shakur. He further
11 told Monjauze that because of LaPolt, Ms. Shakur "will lose the best deal out there." Hutton ignored
12 Monjauze's requests that he speak directly with LaPolt and then started calling Ms. Shakur's
13 employees to try and pressure them.

14 **The Parties Reserved Their Rights**

15 31. On or around November 18, 2008, Hardison finally emailed LaPolt a proposal that
16 contained a summary of Morgan Creek's proposed deal terms for the Tupac Film. The entire
17 proposal was contained in an email. It included the following reservation of rights:

18 This is not meant to be exhaustive and we **reserve the right** to make
19 comments and changes until such time as the **applicable agreement**
20 **has been fully executed.**

21 Hardison's language was unambiguous: a written agreement was required for any deal for the Tupac
22 Film to go forward.

23 32. LaPolt responded to Hardison's proposal the next day, November 19, 2008. She
24 pasted Hardison's proposed deal terms into an email and inserted comments to each of Hardison's
25 terms. There was substantial disagreement regarding the material terms of the deal and LaPolt
26 indicated her position on each deal term in her email response. There was no agreement or meeting
27 of the minds. Just like Hardison, LaPolt included a reservation of rights in her email: "**All rights**
28 **reserved.**"

1 33. On or about November 21, 2008, in response to LaPolt's November 19, 2008
2 proposal, Hardison emailed LaPolt revised deal points. The email contained the original deal terms
3 that he initially sent to LaPolt on November 18, 2008, revised to include some of the numbers and
4 language from LaPolt's November 19, 2008 response. This November 21, 2008 proposal was not
5 close; the sides were still far apart. There was no back-end participation or an acceptable credit for
6 Ms. Shakur provided for in the proposal.

7 34. At the same time, LaPolt continued her negotiations with other third-parties. She
8 received an inquiry from Antoine Fuqua, a famed producer and director of "Training Day" and other
9 Hollywood blockbusters, who was interested in making an offer for the Tupac Film. She also
10 received a call from Omar Shariff, an executive of a prominent production company HollyHood
11 Filmz. Shariff advised LaPolt that Brett Ratner of Rat Entertainment was very interested in making
12 an offer on the Tupac Film.

13 35. These new potential deals did not bode well for Morgan Creek's proposals. The
14 terms Hardison proposed were very far off and the negotiations were not progressing in the right
15 direction. Frustrated with the course of the negotiations, LT Hutton called LaPolt to pressure her
16 into a deal and accused her of "blowing" it for her client. He told her that Morgan Creek's
17 executives are getting upset and agitated and he insinuated that LaPolt was incompetent and did not
18 know what she was doing. LaPolt advised Hutton that she is just doing her job in representing her
19 client.

20 **December 17, 2008 Draft Proposal**

21 36. On or around December 9, 2008, Hardison emailed LaPolt to check on the status of
22 his November 21, 2008 proposal. LaPolt responded to Hardison informing him that without back-
23 end participation there cannot be deal. Following the email, Hardison, LaPolt and another lawyer at
24 LaPolt's law firm, Ted Baer, took part in a conference call. The purpose of the conference call was
25 to discuss Hardison's November 21, 2008 proposal. During that call, LaPolt informed Hardison that
26 Morgan Creek's numbers were still too low and that the sides were still far apart. After about 30
27 minutes, it was apparent that there were many issues left to be discussed; continuing the call was a
28 waste of time. Accordingly, Hardison proposed that to streamline further discussions, LaPolt and

1 Baer should take Hardison's November 21, 2008 proposal, redline it with revisions, modifications,
2 and discussion points and send it to Hardison for review. This would make the next conference call
3 more efficient. After reaching this understanding, the parties agreed to resume their discussions at a
4 later time.

5 37. Pursuant to this understanding, LaPolt and Baer "copied and pasted" Hardison's
6 November 21, 2008 proposal into a Word document and redlined it with revisions, modifications and
7 notes of specific points "to be discussed with Don." The revised document was entitled "Amaru
8 Counter Proposal." Per agreement of the parties, it was prepared for further negotiations and
9 discussions. This was a draft; it was never intended to be a final document. Various material terms
10 were absent and there were many open deal points, reflected in numerous "Notes to Don [Hardison]"
11 throughout the document. Some of these notes read as follows:

- 12 • "Note to Don" Regarding Approval Procedure: "However, please understand that we
13 need more clarification than your procedure which is too broad, and frankly, too
14 vague in protecting areas absolutely vital to my client."
- 15 • "Note to Don" Regarding Right of Publicity: "This is Too Broad: we need to put
16 exceptions for the MTV/Paramount Documentary and the rights attached to that film,
17 and the Stage Plays that we have licensed, our Makaveli Branded merchandise line—
18 we can provide a list. We are granting you the rights to make one picture – not a
19 television series, not two pictures, and not a documentary. You do not have broad
20 merchandising or CD rights."
- 21 • "Note to Don" Regarding Budget: "We need to have some approval over this budget
22 because if you budget a figure which is too low for the value of the license then we
23 will not be able to agree to license the rights. There needs to be a mechanism in place
24 whereby we have to mutually agree on these fees."
- 25 • "Note to Don" Regarding Music Licensing: "There is a direct conflict with this
26 language – because the music budget must take into account the customary music
27 licensing fees for Tupac Shakur master recordings/musical compositions. Please add
28 language to that effect."

- “Note to Don” re Death Row Bankruptcy: “[S]ubject to the Death Row Bankruptcy-to be discussed with Don per my conversation with LT and for up to two additional unreleased recordings (which will be owned by Amaru and not part of the grant of rights hereunder). . . .”

38. On or around December 17, 2008, LaPolt sent an email to Hardison attaching the “Amaru Counter Proposal.” In the cover email, LaPolt expressly reserved all rights with the language: “All rights reserved.” Because this proposal was intended for discussion purposes and further negotiations, LaPolt provided Hardison with telephone numbers for both her and Baer in her December 17, 2008 cover email.

39. There was no communication from Hardison or anyone else at Morgan Creek in response to the December 17, 2008 draft proposal. This was atypical given the previous conduct of the parties in these negotiations—Hardison responded very quickly to discuss previous proposals sent to her by LaPolt. Not having heard anything from Morgan Creek, LaPolt emailed Hardison on January 7, 2009 to inquire about the status of the negotiations: “Have not heard from you....can I assume its dead?” Hardison responded later that day: “Just got back into the office from vacation and it is with Jim.....will advise ASAP...”

40. Despite Hardison’s representation that he will “advise ASAP,” there was no word from Morgan Creek for two more weeks.

Interest in the Tupac Film by Third-Parties

41. The interest in the Tupac Film by third parties was growing by the day. Besides the parties that LaPolt had already been in discussions with, new studios came into the mix. In January 2009, LaPolt was advised by Zola Mashariki, an executive at Fox Searchlight, that the studio was interested in acquiring the rights to the Tupac Film. Fox Searchlight just produced and distributed another rap music motion picture with the same genre so there would be a benefit in doing a deal with Fox given its recent success with that movie. Moreover, Mashariki is a close personal friend of Ms. Shakur and had just returned from spending part of the Christmas holiday on Ms. Shakur’s farm with Ms. Shakur and her husband. Very soon after LaPolt’s discussion with Mashariki, LaPolt spoke with Megan O’Brien, an attorney in the business affairs department at Fox Searchlight, who

1 advised LaPolt that the studio wanted to make an offer for the Tupac Film as soon as possible.
2 Consistent with her practice, LaPolt transmitted to Fox Searchlight a copy of the Tupac Biopic
3 Information Sheet. On or around January 16, 2009, LaPolt received a detailed proposal from Fox
4 Searchlight that was consistent with the major terms in the Tupac Biopic Information Sheet. Fox
5 Searchlight's initial proposal was substantially better than Morgan Creek's proposals after months of
6 discussions.

7 42. Other discussions were heating up as well. On or about January 9, 2009, LaPolt
8 spoke to John Cheng of Rat Entertainment who told her that prominent producer/director Brett
9 Ratner was very interested in the project and was planning to make an offer for the Tupac Film
10 through Paramount Pictures with which he has a "first look" arrangement. Ratner directed the
11 extremely successful Rush Hour films. Cheng also advised LaPolt that Shariff and his partner at
12 Hollywood Hillz were to be "attached" on the Ratner side since they brought the deal to the famed
13 director.

14 43. LaPolt continued her discussions with Antoine Fuqua. He expressed excitement for
15 the project. He also claimed he was interested in making an offer for the Tupac Film.

16 44. Then another prominent entertainment company came into the mix. On or about
17 January 21, 2009, LaPolt spoke to an executive of this company on an unrelated matter and
18 discussed the Tupac Film with him. He immediately expressed interest. The executive requested
19 that AE not agree on a deal with anyone else so he could check with the chairman of his company.
20 Later that day, the executive called LaPolt informing her that the chairman and the company were
21 "very interested" in working with AE to develop and produce the Tupac Film. He immediately
22 requested a meeting, and one was scheduled for the first available date in January 2009.

23 **Morgan Creek's Unabashed "Acceptance"**

24 45. After being silent for more than a month, all of a sudden LT Hutton called LaPolt's
25 office on January 20, 2009 and left an urgent message saying that Morgan Creek was ready to move
26 forward. The next day Hardison called LaPolt's office and left another urgent message. LaPolt was
27 out of the country and asked her colleague, Laura Frank Sedrish, to return Morgan Creek's calls.
28 She did.

1 46. The call was a set-up. Every major Morgan Creek executive was on the line: James
2 Robinson, Rick Nicita, Don Hardison, and LT Hutton. At the outset, Sedrish informed the parties
3 that LaPolt was traveling and was unavailable. Sedrish advised the Morgan Creek side that there has
4 been a great deal of interest in the Tupac Film and that AE has been in ongoing discussions with
5 various third-parties. She further informed Cross-Defendants that if they wanted to continue
6 discussions, they would need to sweeten their proposal. She further informed them that if they were
7 unwilling to do so, there would be no need for further discussions. Instead of engaging further
8 dialogue with a potential future partner, the executives brazenly stated that they were now
9 “accepting” the December 17, 2008 draft and claimed there was now a deal between Morgan Creek
10 and AE. When Sedrish responded that there was never a deal to begin with, the executives told her
11 that it was “too late.”

12 47. Morgan Creek’s game-playing continued. Minutes after the conference call,
13 Hardison emailed LaPolt, intentionally excluding Sedrish on the email, and told her that “[p]er our
14 conversation of moments ago with Laura, we accept your counter.” This purported “acceptance”
15 came 34 days after LaPolt sent the original December 17, 2008 draft to Hardison for further
16 discussions.

17 48. The next day, on January 22, 2009, LaPolt emailed Hardison advising him that there
18 was nothing to accept. She maintained that there was “no counter offer,” no “deal,” and that they
19 “were never on the same page.” Furthermore, she informed Hardison that “she never even sent their
20 offers to [her] client” because they were so inadequate. As she previously advised Hardison, only
21 Ms. Shakur had the authority to accept or reject any deal. Lastly, Sedrish emailed Hardison to
22 remind him that LaPolt had reserved all rights when LaPolt forwarded the December 17, 2008 draft
23 to him.

24 49. Instead of continuing to negotiate with AE in good faith, Morgan Creek tried to bully
25 itself into a deal. On January 23, 2009, Morgan Creek informed AE that a valid, binding and
26 enforceable contract exists based on Morgan Creek’s “acceptance” of the December 17, 2008 draft.
27 Morgan Creek made an overt threat: stop negotiating with other companies, do a deal with Morgan
28 Creek or there would be no movie. This was blatant extortion.

1 50. Morgan Creek is grasping at straws. There was never a deal between AE and Morgan
2 Creek. There was never a meeting of the minds between the parties. In a letter from its own lawyer,
3 Morgan Creek demanded that any final agreement between the parties must be fully executed.
4 Nothing was ever executed by anyone. The December 17, 2008 draft was a working document
5 prepared for discussion purposes in response to Morgan Creek's November 21, 2008 proposal and
6 pursuant to Hardison's request. There were disagreements on major deal points between AE and
7 Morgan Creek and many material terms were absent. This was reflected in the comments and
8 "Note[s] to Don" throughout the December 17, 2008 draft. And LaPolt expressly reserved all rights
9 with respect to the proposal, just like Morgan Creek did with respect to its proposals.

10 **Morgan Creek Orchestrated a Scheme**

11 51. Morgan Creek was unhappy with the progress of the negotiations with AE in
12 December 2008. This was confirmed by LT Hutton who told LaPolt that Morgan Creek's executives
13 were very "agitated" that things were getting "messed up" by a "bunch of women." They did not
14 want to agree to AE's terms and did not want to pay AE what it was asking. After receiving the
15 December 17, 2008 draft, Cross-Defendants James Robinson, Don Hardison, and LT Hutton hatched
16 a scheme. Aware that another rap music motion picture—that was the same genre as the Tupac
17 Film—was set to open in January 2009, they decided that if the other movie does well, they will
18 leverage the December 17, 2008 draft proposal to coerce and force AE to do a deal with Morgan
19 Creek. They figured that AE, LaPolt and Ms. Shakur would succumb to their threats and do a deal
20 with Morgan Creek. If the other movie did not do well, they would abandon the Tupac Film project
21 altogether.

22 52. Sticking to their scheme, Morgan Creek sat on the December 17, 2008 draft proposal
23 for more than a month. When LaPolt checked on the status of the deal in January, Hardison told her
24 that he would get back to her ASAP, but did not do anything for another two weeks (until after the
25 other movie came out). James Robinson, Don Hardison, and LT Hutton were lying in wait.

26 53. The timing of their "acceptance" was not coincidental. The other rap music motion
27 picture opened to great fanfare on Friday, January 16, 2009. The movie had a very successful
28 opening weekend; the box office results became available on Monday, January 19, 2009. Morgan

1 Creek's gamble paid off. Now they knew what they were after was very valuable. LT Hutton
2 admitted as much when he said that the "demographics have changed" after the other movie was
3 released.

4 54. Morgan Creek's executives mobilized the next day. They summoned LT Hutton to
5 get in contact with LaPolt. He called LaPolt's office on January 20, 2009 and demanded to speak to
6 her immediately. The next day Hardison and another Morgan Creek executive called LaPolt and left
7 an urgent message. When Sedrish called back, she walked into the lion's den. James Robinson,
8 Rick Nicita, Don Hardison, and LT Hutton were all on the call "accepting" a draft proposal and
9 confirming a "deal" knowing full well that none existed. Minutes later, Hardison was playing the
10 old law school "mailbox rule." He emailed LaPolt to "accept" an offer before she could "reject" it.

11 55. The extortionate pattern continued. On January 23, 2009, Morgan Creek contacted
12 LaPolt, misrepresented to her that there was now a "deal" for the movie, and threatened AE if it did
13 not comply. This was and is how James Robinson and Morgan Creek do business, and was part of
14 Morgan Creek's ploy to obtain the rights to the Tupac Film through coercion rather than by way of
15 mutual agreement.

16 56. At the same time, LT Hutton was working the backchannels to force AE into the deal.
17 Despite explicit instructions not to speak to LaPolt's client directly, he contacted two of Ms.
18 Shakur's employees and Gloria Cox (Ms. Shakur's sister) at the Tupac Amaru Shakur Center for the
19 Performing Arts, a non-profit organization that had been established by Ms. Shakur through the
20 Tupac Amaru Shakur Foundation in 1997. He again demanded to speak with Ms. Shakur. When
21 they refused, he declared that AE is illegally breaching its contract with Morgan Creek. He accused
22 LaPolt of jeopardizing the deal and threatened that AE better go with Morgan Creek or else.

23 **Morgan Creek's Interference**

24 57. Morgan Creek did not stop there. When AE did not acquiesce to Morgan Creek's
25 intimidation tactics, Morgan Creek engaged in a campaign of interference. AE is informed and
26 believes that Cross-Defendants James Robinson, Don Hardison, and LT Hutton contacted third-party
27 studios and production companies that AE was negotiating with for the Tupac Film, falsely
28 represented to them that Morgan Creek owns the right to the movie, and threatened if any of these

1 third-parties continued to negotiate with AE.

2 58. In January 2009, AE was in active negotiations with several third-party studios and
3 production companies that were interesting in acquiring the rights to the Tupac Film. Cross-
4 Defendants sought and did interfere and obstruct these negotiations. Cross-Defendants' threats were
5 that if they do not get the deal for the Tupac Film, then no one else should.

6 59. The third-party studios and production companies with whom AE was negotiating
7 for the Tupac Film pulled out of the negotiations with AE. Morgan Creek succeeded in killing the
8 Tupac Film project. Because of Morgan Creek's threats, no studios, production companies,
9 producers, financiers or directors are willing to do a deal with AE. Morgan Creek's executives
10 conspired to engage in deliberate, wanton, and egregious acts of interference with AE's ability to
11 enter into a deal for the Tupac Film. As a result, AE suffered damages believed to be no less than
12 \$10 million.

13 FIRST CAUSE OF ACTION

14 (Intentional Interference with Economic Benefit - Against All Cross-Defendants)

15 60. AE hereby repeats, realleges, and incorporates by this reference each and every
16 allegation from paragraphs 1 through 59 of this Cross-Complaint, as though these paragraphs were
17 set forth in full herein.

18 61. AE had a prospective economic benefit with several movie studios and production
19 companies (collectively, the "Third-Party Entities") that had a high probability, if not a certainty, of
20 future economic benefit to AE. Namely, the Third-Party Entities were in negotiations to acquire and
21 purchase the rights to the Tupac Film from AE.

22 62. On information and belief, Cross-Defendants knew of this relationship and the
23 prospective economic benefit AE would obtain from entering into a deal with the Third-Party
24 Entities.

25 63. Cross-Defendants interfered, disrupted and destroyed this relationship through their
26 wrongful and unlawful means and conduct. Specifically, AE is informed and believes, and thereon
27 alleges, that Cross-Defendants unlawfully engaged in the following wrongful acts and conduct:

28 (a) In December 2008, Cross-Defendants concocted a scheme by which Morgan

1 Creek would lie in wait until the release of another rap music motion picture, and, if that
2 movie was successful, Morgan Creek would leverage the December 17, 2008 draft proposal
3 to coerce and force AE to do a deal with Morgan Creek;

4 (b) Cross-Defendants made false representations that they owned rights to the
5 Tupac Film and threatened AE in order to coerce and force it to do a deal with Morgan Creek
6 for the movie; and

7 (c) Cross-Defendants made false representations that they owned the rights to the
8 Tupac Film and threatened the Third-Party Entities if they continued discussions and
9 negotiations with AE for the rights to the Tupac Film.

10 64. Cross-Defendants intentionally interfered with and disrupted AE's relationship and
11 prospective economic advantage with Third-Party Entities for their own benefit and to the detriment
12 of AE, and/or knew that their wrongful conduct was certain or substantially certain to interfere with
13 and disrupt AE's relationship and prospective economic advantage with the Third-Party Entities.

14 65. As the direct and proximate result of Cross-Defendants' conduct, AE lost the deal to
15 acquire and purchase the rights to the Tupac Film and has suffered economic harm and damages in
16 an amount not yet ascertained and to be determined at trial but not less than \$10 million.

17 66. Cross-Defendants have acted with the intent to deprive AE of its legal rights and
18 property and to otherwise cause injury to AE, all of which constitutes despicable conduct which has
19 subjected AE to a cruel and unjust hardship in conscious disregard of AE's rights so as to justify an
20 award of exemplary and punitive damages against all Cross-Defendants.

21 SECOND CAUSE OF ACTION

22 (Deceit – Against All Cross-Defendants)

23 67. AE hereby repeats, realleges, and incorporates by this reference each and every
24 allegation from paragraphs 1 through 66 of this Cross-Complaint, as though these paragraphs were
25 set forth in full herein.

26 68. From October 2008 through December 2008, AE and Cross-Defendants were
27 engaged in negotiations to acquire the rights to the Tupac Film. In the course of those negotiations,
28 the parties exchanged emails with proposed deal terms and discussion points for the movie project.

1 On November 18, 2008, Cross-Defendants reserved their rights and specifically stated that any
2 agreement for a future movie deal would need to be fully executed.

3 69. On November 21, 2008, Cross-Defendants transmitted AE a revised proposal
4 containing deal terms for the movie. Following the receipt of this proposal, in December 2008, there
5 was a conference call to discuss the November 21, 2008 proposal. The conference call was attended
6 by Don Hardison, on behalf of Morgan Creek, and Dina LaPolt and Ted Baer, on behalf of AE.
7 Because the sides were far apart, Hardison represented that to streamline future discussions, LaPolt
8 and Baer should revise the November 21, 2008 proposal, redline it with modifications and discussion
9 points and send it to him for review. The proposal would be used in future discussions and
10 negotiations. Pursuant to this understanding, LaPolt and Baer "copied and pasted" Hardison's
11 November 21, 2008 proposal into a Word document and redlined it with revisions, modifications and
12 notes of specific points "to be discussed with Don." The revised document was entitled "Amaru
13 Counter Proposal." On or around December 17, 2008, LaPolt sent an email to Hardison attaching
14 the "Amaru Counter Proposal." In the cover email, LaPolt expressly reserved all rights with the
15 language: "All rights reserved." There was no communication from Hardison or anyone else at
16 Morgan Creek in response to the December 17, 2008 draft proposal. Not having heard anything
17 from Morgan Creek, LaPolt emailed Hardison on January 7, 2009 to inquire about the status of the
18 negotiations: "Have not heard from you....can I assume its dead?" Hardison responded later on
19 January 7, 2009: "Just got back into the office from vacation and it is with Jim.....will advise
20 ASAP..."

21 70. Cross-Defendants' representation that the December 17, 2008 draft was to be used for
22 further discussion and negotiation purposes was false. Cross-Defendants never intended to use the
23 December 17, 2008 draft for further discussion purposes. Instead, they hatched a dishonest and
24 deceitful scheme, which they concealed from AE. They were going to lie in wait to see how well
25 another movie with the same genre slated for release in January 2009 did in the box office. If it did
26 well, they were going to leverage the December 17, 2008 draft proposal, claim there was a deal for
27 the Tupac Film and threaten AE if it did not give them the project on their terms. If the other film
28 did not do well, they would let the Tupac project go. Cross-Defendants concealed these material

1 facts from AE. As a result of the contract negotiations between AE to Morgan Creek, Cross-
2 Defendants owed AE a duty to disclose these material facts.

3 71. Cross-Defendants intended to deceive AE by concealing their scheme. They intended
4 to induce AE to continue its negotiations with Morgan Creek and not terminate their negotiations.
5 Cross-Defendants' ultimate intent was to get a free option. If the other rap music motion picture was
6 successful, Cross-Defendants would exercise this "free option" by claiming that the December 17,
7 2008 draft was a binding contract and threaten and scare away other interested third-parties.

8 72. AE, at the times Cross-Defendants took the actions alleged herein, were ignorant of
9 Cross-Defendants' secret scheme. AE could not, in the exercise of reasonable due diligence, have
10 discovered Cross-Defendants' concealed scheme. AE was justified to rely on Cross-Defendants'
11 promises.

12 73. At the times Cross-Defendants took the actions alleged herein, AE was unaware of
13 Cross-Defendants' scheme and would not have continued negotiations with Morgan Creek had they
14 known about the scheme. Had AE been aware of Cross-Defendants' scheme, AE would have
15 pursued negotiations and made a deal with one of the Third-Party Entities for the rights to the Tupac
16 Film.

17 74. Relying on Cross-Defendants' deception and misrepresentations and ignorant of
18 Cross-Defendants' secret scheme, AE continued to negotiate with the Third-Party Entities for a
19 movie deal. In the course of those negotiations, AE informed the Third-Party Entities that the rights
20 to the movie were available and that AE has not reached an agreement with anyone else for the
21 movie.

22 75. Following the successful release of the other rap music motion picture, Cross-
23 Defendants brazenly and invalidly "accepted" the December 17, 2008 draft, contacted the Third-
24 Party Entities, informed them that they owned the rights to the Tupac Film, and threatened the Third-
25 Party Entities if they continued negotiations with AE. As a result, the Third-Party Entities pulled out
26 of all negotiations with AE.

27 76. As a direct and proximate result of Cross-Defendants' deceitful conduct as herein
28 alleged, AE lost the deal to license the rights to the Tupac Film. Additionally, Cross-Defendants'

1 actions caused AE to lose the ability to engage in further negotiations with Third-Party Entities
2 because Cross-Defendants falsely represented to these Third-Party Entities that AE does not own the
3 rights for which the studios were negotiating. By reason of Cross-Defendants' actions, AE has
4 suffered economic harm and damages in an amount not yet ascertained and to be determined at trial
5 but not less than \$10 million.

6 77. The aforementioned conduct of Cross-Defendants was intentional and was done with
7 the intent of depriving AE of property rights and legal rights and causing AE other injury. Cross-
8 Defendants' conduct was despicable and subjected AE to unjust hardship in conscious disregard of
9 AE's rights. As described herein, Cross-Defendants' conduct was malicious, fraudulent and
10 oppressive. Accordingly, AE is entitled to an award of punitive or exemplary damages in an amount
11 sufficient to punish Defendants and make an example of them.

12 **THIRD CAUSE OF ACTION**

13 **(Declaratory Relief –Against All Cross-Defendants)**

14 78. AE hereby repeats, realleges, and incorporates by this reference each and every
15 allegation from paragraphs 1 through 77 of this Cross-Complaint, as though these paragraphs were
16 set forth in full herein.

17 79. An actual controversy has arisen and now exists between AE and Cross-Defendants
18 concerning their respective rights and duties. Cross-Defendants claim that the December 17, 2008
19 draft proposal was a valid, binding and enforceable agreement between AE and Morgan Creek. AE
20 disagrees and contends that there was no agreement between AE and Morgan Creek. There was
21 never a meeting of the minds between the parties. Ms. Shakur never even saw the December 17,
22 2008 draft per her custom and practice. LaPolt expressly advised Morgan Creek that she did not
23 have any ostensible or actual authority to close any deal and that this has been hers and Ms. Shakur's
24 process for over ten (10) years. There were disagreements on major deal points between AE and
25 Morgan Creek and other material deal points were absent from the document. The December 17,
26 2008 draft was prepared in response to Morgan Creek's November 21, 2008 proposal. It was
27 prepared for further discussion purposes only. It contained revisions, modifications, notes and
28 comments about open points. LaPolt reserved all rights when she transmitted the proposal, just like

1 Morgan Creek did with respect to its proposals. Morgan Creek demanded that any final agreement
2 between the parties must be fully executed by the parties. The December 17, 2008 draft did not have
3 any signatures of any of the parties, not even signature lines for the parties to sign on. No final,
4 clean execution version was created or exchanged, and there was no language in the transmittal
5 email which stated or even implied that the December 17, 2008 draft was a final document. From
6 the onset of the negotiations, LaPolt advised Hardison that she had no authority to close any deal for
7 the rights to the Tupac Film; that authority rested entirely with Ms. Shakur as had been their process
8 since 1998.

9 80. AE requests a judicial determination of the parties' rights and duties as set forth
10 herein. A judicial declaration is necessary and appropriate in order that the parties may ascertain
11 their respective rights, duties and obligations.

12 81. AE requests a declaration that there was never a valid, binding and enforceable
13 agreement between AE and Morgan Creek for the acquisition of the rights to the Tupac Film.

14 WHEREFORE, Cross-Complainant prays for the following relief:

15 As to the First and Second Causes of Action:

16 1. For compensatory and consequential damages in an amount to be proven at trial,
17 believed to be in excess of \$10 million;

18 2. For pre- and post-judgment interest;

19 3. For costs of suit;

20 4. For punitive and exemplary damages.

21 As to the Third Cause of Action:

22 5. For a declaration that there was never a valid, binding and enforceable agreement
23 between AE and Morgan Creek for the acquisition of the rights to the Tupac Film;

24 As to All Causes of Action:

25 6. For interest; and
26
27
28

7. For such other and further relief as the Court may deem just and proper.

DATED: March 16, 2009

MILLER BARONDESS, LLP

By: 

Louis R. Miller

Attorneys for Defendant and Cross-Complainant
AMARU ENTERTAINMENT INC.

PROOF OF SERVICE

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) SS.

I am a citizen of the United States and employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. I am employed by MILLER BARONDESS, LLP and my business address is 1999 Avenue of the Stars, Suite 1000, Los Angeles, California 90067.

On March 16, 2009, I served ☐ the original ☒ a true copy of the within document(s) described as **CROSS-COMPLAINT FOR: (1) INTERFERENCE WITH ECONOMIC BENEFIT; (2) DECEIT; (3) DECLARATORY RELIEF; AND (4) COMPENSATORY AND PUNITIVE DAMAGES** on all interested parties in this action:

SEE ATTACHED SERVICE LIST

☒ **PERSONAL DELIVERY:** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **BY MAIL:** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ **BY OVERNIGHT DELIVERY SERVICE:** I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

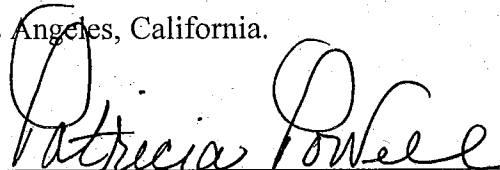
☐ **BY FACSIMILE:** I caused such envelope to be delivered via facsimile to the offices of the addressee(s) at the facsimile numbers listed below. I certify that said transmission was completed and that all pages were received and that a report was generated by the facsimile machine which confirms said transmission and receipt.

☐ **BY ELECTRONIC MAIL:** by transmitting via electronic mail a true copy of the above listed document(s) to the email addresses set forth below on this date before 5:00 p.m.:

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ **(Federal)** I declare that I am employed in the office of a member of the State Bar of this Court at whose direction the service was made.

Executed on March 16, 2009, at Los Angeles, California.


PATRICIA POWELL

SERVICE LIST

Morgan Creek Production v. Amaru Entertainment, Inc.

Los Angeles Superior Court Case No.: BC 407776

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