

FILED

LOS ANGELES SUPERIOR COURT

1 Patricia L. Glaser, State Bar No. 55668  
2 Craig H. Marcus, State Bar No. 156242  
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*Handwritten signature: D. Morgan*

FEB 17 2009

JOHN A. CLARKE, CLERK  
BY RUGENA LOPEZ, DEPUTY

8 Attorneys for Plaintiff  
9 Morgan Creek Productions

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES

12 MORGAN CREEK PRODUCTIONS, a  
13 Delaware Corporation,

14 Plaintiffs

15 v.

16 AMARU ENTERTAINMENT, INC., a  
17 Delaware Corporation, and DOES 1 Through  
18 100, Inclusive

19 Defendants

Case No.

BC407776

COMPLAINT FOR DAMAGES FOR:

- 1. BREACH OF CONTRACT (ACTUAL BREACH); AND
- 2. BREACH OF CONTRACT (ANTICIPATORY BREACH)

[Honorable: \_\_\_\_\_]  
[Complaint filed: February \_\_, 2009]

20 Plaintiff Morgan Creek Productions Inc. ("MCP") hereby pleads and alleges as follows:

INTRODUCTION

21 1. With this lawsuit, Plaintiff MCP seeks compensatory damages for Defendant  
22 AMARU Entertainment's ("AE") refusal to honor and perform a contract for the production  
23 film based on the life of Tupac Shakur (the "Project"). During January 2009, MCP  
24 accepted AE's formal "Counter Proposal," thereby creating a binding and enforceable contract  
25 whereby MCP was granted the exclusive right to undertake the Project [the "Project" is the  
26 production of the film]. However, rather than acknowledging MCP's acceptance of the offer  
27 abiding by the resulting contract, AE instead attempted to extort and extract more favorable terms  
28 from MCP, notwithstanding the existence of the binding contract between the parties. MCP has

RECEIVED  
DATE PAID: 02/17/09  
FEB 17 2009  
CITY/CASE: SC987776 LEAD#:  
RECEIPT #: 03987772889  
DATE PAID: 02/17/09  
FEB 17 2009  
CITY/CASE: SC987776 LEAD#:  
RECEIPT #: 03987772889

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1 repeatedly demanded that AE honor the contract formed as a result of MCP's acceptance of the  
2 Counter Proposal, but AE expressly refuses and disavows the existence of the contract, thereby  
3 breaching (both actually and anticipatorily) the contract. It is this breach which forms the basis for  
4 this lawsuit.

5 **FACTS AND ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

6 A. **The Parties**

7 2. Defendant MCP is a corporation duly organized and existing under the laws of the  
8 State of Delaware, with its principal place of business in Los Angeles, California. MCP's primary  
9 business is the production and distribution of motion pictures. MCP is licensed to do business in  
10 California.

11 3. Defendant AE is a Delaware corporation. MCP is informed and believes, and based  
12 thereon alleges, that AE is owed and operated by certain of the heirs of deceased music performer  
13 Tupac Shakur.

14 4. Plaintiff is unaware of the true names and capacities of defendants sued herein as  
15 DOES 1 through 100, inclusive, and therefore, Plaintiff sues said defendants by such fictitious  
16 names. Plaintiff will amend this Complaint to allege their true names and capacities when they have  
17 been ascertained. Plaintiff is informed and believes, and on that basis alleges that each of the  
18 fictitiously named defendants is responsible in some manner for the occurrences alleged herein, and  
19 that plaintiff's damages, as alleged herein, were proximately caused by these fictitiously named  
20 defendants.

21 5. Plaintiff is informed and believes, and on that basis alleges that at all times herein  
22 mentioned, each defendant was acting for itself, individually, and as the agent, employee,  
23 representative, partner and/or co-conspirator of each of the other defendants, individually and  
24 collectively, and in undertaking the acts, conduct, transactions and contracts herein alleged, each of  
25 the defendants was acting on its own behalf and on behalf of the other defendants in the course and  
26 scope of such agency, employment, representation, partnership and/or conspiracy. Plaintiff is  
27 informed and believes, and on that basis allege that each defendant authorized, approved, and  
28 ratified each and every act, transaction and contract undertaken by each other defendant, and each

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1 and every act, transaction and occurrence undertaken by each defendant was perpetrated in  
2 furtherance of defendants' agency, employment, representation, partnership and/or conspiracy with  
3 each other defendant.

4 **B. Venue**

5 6. This Court is the proper venue because all of the parties reside in the County of Los  
6 Angeles and the contract underlying this lawsuit was negotiated and accepted in the County of Los  
7 Angeles.

8 **C. The Contract**

9 7. Between November 2008 through January 2009, MCP and AE negotiated an  
10 agreement to produce a motion picture based on the life of deceased music performer Tupac Shakur  
11 (the "Project").

12 8. During November and early December 2008, MCP proffered several offers to AE for  
13 the Project, but AE rejected each of MCP's offers without presenting a counter-offer. Instead, AE  
14 merely advised MCP that its offers were considerably less than what AE was seeking. As a result of  
15 AE's failure to make counter-offers, MCP was, in essence, negotiating against itself and no  
16 meaningful progress was made towards an agreement.

17 9. During mid-December 2009, MCP advised AE that it was no longer willing to make  
18 offers, without receiving counter-offer from AE. Therefore, MCP asked AE to generate a  
19 comprehensive term sheet that set forth AE's bottom line position, including the exact terms that AE  
20 required to enter into a contract for the Project. MCP asked AE for a term sheet that, if MCP  
21 accepted, would constitute an agreement between the parties.

22 10. On December 17, 2008, in response to MCP's request for a detailed term sheet  
23 setting forth exactly what AE required for a contract, AE delivered to MCP a document entitled  
24 "Counter-Proposal," a true and correct copy of which is attached hereto as Exhibit A. The Counter-  
25 Proposal set forth, in meticulous detail, the precise, comprehensive terms, including all material  
26 terms, that AE required to enter into a contract for the Project. By delivering the Counter-Proposal  
27 to MCP, AE manifestly was presenting an offer for Morgan Creek to either accept or reject. That  
28

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1 was the express and agreed purpose of the Counter-Proposal. AE understood and intended that, if  
2 MCP accepted the Counter-Proposal, a binding contract would be created.

3 11. When delivering the Counter-Proposal to MCP, AE's attorney and agent for purposes  
4 of the negotiations, advised MCP that she would be out of town for an extended period of time and,  
5 therefore, MCP had ample time to consider the Counter-Proposal. AE never advised or even  
6 suggested to MCP that time was of the essence, nor did AE set forth a deadline for MCP's  
7 acceptance of the Counter-Proposal.

8 12. As of January 21, 2009, the Counter-Proposal had not been rescinded, revoked,  
9 retracted or otherwise limited in any way. To the contrary, it remained a valid offer for MCP to  
10 accept or reject.

11 13. On January 21, 2009, MCP expressly communicated to AE its unqualified,  
12 unconditional acceptance of the Counter-Proposal, exactly as set forth by AE. Minutes after  
13 communicating its acceptance by telephone, MCP confirmed its acceptance in writing.

14 14. MCP's acceptance of the pending Counter-Proposal created a legally binding and  
15 enforceable contract (the "Contract"), the terms of which are set forth in the Counter-Proposal.

16 **D. AE's Breach of the Contract**

17 15. Immediately following MCP's acceptance of the Counter-Offer and creation of the  
18 binding Contract, and continuing through the filing of this Complaint, AE has repeatedly disavowed  
19 and denied the existence of the Contract, wrongfully and without justification. AE has also  
20 repeatedly refused to perform the terms of the Contract, and has stated that it will not perform the  
21 terms of the Contract at any time in the future, thus constituting both an actual breach and  
22 anticipatory breach of the Contract.

23 16. Rather than perform the terms of the Contract, AE has instead attempted to use the  
24 Contract as a floor to pursue further negotiations. Having learned that the terms of the Counter-  
25 Proposal are acceptable to MCP, AE subsequently sought to extract even more favorable terms from  
26 MCP, notwithstanding that a binding Contract had been created by MCP's acceptance of the  
27 Counter-Proposal. AE's attempt to renegotiate the Contract after MCP's acceptance, using the  
28

1 terms of the Contract as no more than a basis for further negotiation, constitutes a further breach and  
2 anticipatory breach of the Contract.

3 17. MCP has repeatedly urged and demanded that AE acknowledge and agree to perform  
4 the Contract, but AE has consistently refused, instead confirming that it will not perform the  
5 Contract.

6 18. MCP stands ready, willing and prepared to perform all terms of the Contract.

7 19. AE's breach, and anticipatory breach, of the Contract, has and will cause profound  
8 economic loss and compensatory damages to MCP, including but not limited to, all of the revenues  
9 and income MCP would have received from the Project, as well as other business opportunities that  
10 would have arisen from the Project.

11 **FIRST CAUSE OF ACTION**

12 **(Actual Breach of Contract -- Against All Defendants)**

13 20. MCP hereby repeats, realleges and incorporates by this reference each and every  
14 allegation from paragraphs 1 through 19 of this Complaint, as though these paragraphs were  
15 repeated and set forth in full herein.

16 21. As set forth above, AE has breached the Contract.

17 22. MCP stands ready, willing and prepared to perform all terms of the Contract.

18 23. As set forth above, AE's breach has and will cause economic loss and damage to  
19 MCP.

20 **SECOND CAUSE OF ACTION**

21 **(Anticipatory Breach of Contract -- Against All Defendants)**

22 24. MCP hereby repeats, realleges and incorporates by this reference each and every  
23 allegation from paragraphs 1 through 19 of this Complaint, as though these paragraphs were  
24 repeated and set forth in full herein.

25 25. As set forth above, AE has anticipatorily breached, the Contract.

26 26. MCP stands ready, willing and prepared to perform all terms of the Contract.

27 As set forth above, AE's breach has and will cause economic loss and damage to MCP.

28 // // // //

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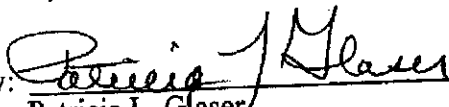
**PRAYER FOR RELIEF**

WHEREFORE, MCP prays for the following relief on all causes of action:

1. For actual, general, special, economic, and compensatory damages according to proof at trial;
2. For pre-judgment interest;
3. For costs of suit, to the extent permitted by statute; and
4. For such other relief as the Court deems just and proper.

Dated: February 17, 2009

Patricia L. Glaser  
Craig H. Marcus  
Glaser, Weil, Fink, Jacobs, & Shapiro, LLP

By:   
Patricia L. Glaser  
Attorneys for Plaintiff Morgan Creek Productions

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Patricia L. Glaser, SBN 55668  
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TELEPHONE NO.: (310) 553-3000 FAX NO.: (310) 556-2920  
ATTORNEY FOR (Name): Morgan Creek Productions  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 North Hill Street  
MAILING ADDRESS:  
CITY AND ZIP CODE: Los Angeles, 90012  
BRANCH NAME: Central District

FILED  
LOS ANGELES SUPERIOR COURT

FEB 17 2008

JOHN A. CLARKE, CLERK  
BY RUCENA LOPEZ, DEPUTY

CASE NAME: MORGAN CREEK PRODUCTIONS v. AMARU ENTERTAINMENT, INC.

CASE NUMBER:

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)

JUDGE: BC407776  
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

- Auto Tort
  - Auto (22)
  - Uninsured motorist (46)
- Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
  - Asbestos (04)
  - Product liability (24)
  - Medical malpractice (45)
  - Other PI/PD/WD (23)
- Non-PI/PD/WD (Other) Tort
  - Business tort/unfair business practice (07)
  - Civil rights (08)
  - Defamation (13)
  - Fraud (16)
  - Intellectual property (19)
  - Professional negligence (25)
  - Other non-PI/PD/WD tort (35)
- Employment
  - Wrongful termination (36)
  - Other employment (15)

- Contract
  - Breach of contract/warranty (06)
  - Rule 3.740 collections (09)
  - Other collections (09)
  - Insurance coverage (18)
  - Other contract (37)
- Real Property
  - Eminent domain/Inverse condemnation (14)
  - Wrongful eviction (33)
  - Other real property (26)
- Unlawful Detainer
  - Commercial (31)
  - Residential (32)
  - Drugs (38)
- Judicial Review
  - Asset forfeiture (05)
  - Petition re: arbitration award (11)
  - Writ of mandate (02)
  - Other judicial review (39)

- Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
  - Antitrust/Trade regulation (03)
  - Construction defect (10)
  - Mass tort (40)
  - Securities litigation (28)
  - Environmental/Toxic tort (30)
  - Insurance coverage claims arising from the above listed provisionally complex case types (41)
- Enforcement of Judgment
  - Enforcement of judgment (20)
- Miscellaneous Civil Complaint
  - RICO (27)
  - Other complaint (not specified above) (42)
- Miscellaneous Civil Petition
  - Partnership and corporate governance (21)
  - Other petition (not specified above) (43)

- 2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
  - a.  Large number of separately represented parties
  - b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
  - c.  Substantial amount of documentary evidence
  - d.  Large number of witnesses
  - e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
  - f.  Substantial postjudgment judicial supervision
- 3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
- 4. Number of causes of action (specify): Two
- 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: Patricia L. Glaser, SBN 55668 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

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

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

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

**CASE TYPES AND EXAMPLES**

**Auto Tort**

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

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

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

**Non-PI/PD/WD (Other) Tort**

- Business Tort/Unfair Business Practice (07)
  - Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
  - Defamation (e.g., slander, libel) (13)
  - Fraud (16)
  - Intellectual Property (19)
  - Professional Negligence (25)
    - Legal Malpractice
    - Other Professional Malpractice *(not medical or legal)*
  - Other Non-PI/PD/WD Tort (35)
- Employment**
- Wrongful Termination (36)
  - Other Employment (15)

**Contract**

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

**Real Property**

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

**Unlawful Detainer**

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

**Judicial Review**

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

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

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

**Enforcement of Judgment**

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

**Miscellaneous Civil Complaint**

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

**Miscellaneous Civil Petition**

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



ORIGINAL

SHORT TITLE: MORGAN CREEK PRODUCTIONS v. AMARU ENTERTAINMENT, INC.

CASE NUMBER

BC407776

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

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case: JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4): Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

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

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

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

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include categories like Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), Other Personal Injury Property Damage Wrongful Death (23), Business Tort (07), Civil Rights (08), Defamation (13), and Fraud (16).

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

SHORT TITLE: **MORGAN CREEK PRODUCTIONS v. AMARU ENTERTAINMENT, INC.**
CASE NUMBER

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

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

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

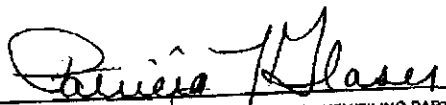
SHORT TITLE: MORGAN CREEK PRODUCTIONS v. AMARU ENTERTAINMENT, INC.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: MORGAN CREEK PRODUCTIONS & MORGAN CREEK INTL. 10351 Santa Monica Blvd., Suite 200	
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90025

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 Superior Court of the State 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)).

Dated: 2/17/09

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 GLASER WEIL FINK JACOBS & SHAPIRO, LLP

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.