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FILED
LOS ANGELES SUPERIOR COURT

OCT 17 2008

JOHN A. CLARKE, CLERK
[Signature]
BY B.M. SWAIN, DEPUTY

assigned Judge James O'Donnell

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

FIAT RISUS, INC.,
Plaintiff,

vs.

FRANK AND BEANS PRODUCTIONS LLC;
GOLD CIRCLE FILMS LLC.; DOES 1
THROUGH 100, INCLUSIVE,
Defendants.

CASE NO. BC400180

COMPLAINT FOR:
1. BREACH OF CONTRACT; AND
2. PROMISSORY ESTOPPEL.

DEMAND FOR JURY TRIAL

Plaintiff FIAT RISUS, INC. ("Plaintiff"), for its Complaint against Defendants FRANK AND BEANS PRODUCTIONS LLC, GOLD CIRCLE FILMS LLC and Does 1-100 (Frank and Beans Productions LLC, Gold Circle Films LLC and Does 1-100 are hereafter referred to collectively as "Defendants"), hereby alleges as follows:

INTRODUCTION

1. This is an action brought by Plaintiff Fiat Risus, Inc. ("Plaintiff") on behalf of a company of actor Robin Williams, against Defendants Frank and Beans Productions LLC and Gold Circle Films LLC ("Defendants"), resulting from Defendants' repudiation of an agreement with Plaintiff for the acting services of Robin Williams for the motion picture "A Couple of

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1 Dicks" ("the Picture"). Defendants, in December 2007, committed Plaintiff to provide Williams'
2 acting services to Defendants on a "Pay or Play" basis on a film scheduled to begin production no
3 later than April 15, 2008 and then elected not to make the Picture or to pay Plaintiff the agreed to
4 guaranteed Fixed Compensation of \$6 million. Plaintiff brings this action in order to seek
5 compensation for the agreed to guaranteed Fixed Compensation due from Defendants.

6 THE PARTIES

7 2. Plaintiff Fiat Risus, Inc., formerly known as Braccæ Tuæ Aperiuntur, Inc.
8 ("Plaintiff"), is a California corporation with its principal place of business located in New York,
9 N.Y. Plaintiff serves as actor Robin Williams' furnishing company for the purpose of providing
10 his acting services.

11 3. Plaintiff is informed and believes and on that basis alleges that Defendant Frank
12 and Beans Production LLC ("Frank and Beans") is, and at all times mentioned herein was, a
13 limited liability company organized under the laws of the State of California with, upon
14 information and belief, its principal place of business in Los Angeles, California.

15 4. Plaintiff is informed and believes and on that basis alleges that defendant Gold
16 Circle Films LLC ("Gold Circle") is, and at all times mentioned herein was, a limited liability
17 company organized under the laws of the State of California with, upon information and belief, its
18 principal place of business in Los Angeles, California. Gold Circle is in the business of the
19 production and distribution of theatrical motion pictures. Frank and Beans was, on information
20 and belief, the single purpose production entity set up by Gold Circle to produce the Picture and
21 is wholly owned and controlled by Gold Circle. Frank and Beans and Gold Circle shall
22 hereinafter be referred to collectively as "Defendants."

23 5. The true names and capacities of Defendants DOES 1 through 100, inclusive,
24 whether individual, corporate or otherwise, are unknown to Plaintiff at this time, and Plaintiff
25 therefore sue these Defendants by such fictitious names. When the true names and capacities of
26 the fictitiously named Defendants are ascertained, Plaintiff will amend the complaint to reflect
27 their true names.

28 6. At all times mentioned herein, each Defendant was the agent and/or employee of

1 each of the remaining Defendants and, in engaging in the acts alleged herein, was acting within
2 the scope of such agency and/or employment. Upon information and belief, Plaintiff alleges that
3 each of the Defendants, including the fictitiously named Defendants, are liable to Plaintiff based
4 on the facts alleged herein.

5 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

6 7. Robin Williams is a celebrated and internationally-renowned actor. Mr. Williams
7 began his career as a stand-up comic and then gained widespread exposure and fame in the early
8 1980s as a result of his starring role in the successful television series "Mork and Mindy."
9 Almost immediately thereafter, Mr. Williams' career expanded into film where he became a
10 major motion picture star. He has starred and appeared in numerous recognizable and successful
11 motion pictures, including "Awakenings," "The Birdcage," "Dead Poets Society," "The Fisher
12 King," "Good Morning Vietnam," "Mrs. Doubtfire," "Night at the Museum," "Aladdin," and
13 "Happy Feet." Mr. Williams is the winner of numerous prestigious awards, including an
14 Academy Award for his role in the motion picture "Good Will Hunting." He has also won six
15 Golden Globe Awards, including the 2005 Cecil B. DeMille Award for outstanding contributions
16 to the world of entertainment.

17 8. In early December 2007, Gold Circle representatives spoke with Mr. Williams'
18 representatives in order to offer Mr. Williams the starring role in the theatrical motion picture "A
19 Couple of Dicks."

20 9. As a result, following negotiation by the parties, and Plaintiff's acceptance of Gold
21 Circle's offer, on or around December 15, 2007, Defendants and Plaintiff agreed to the essential
22 terms under which Plaintiff would provide the acting services of Robin Williams to Defendants
23 for the Picture. This agreement was memorialized in a written deal memorandum ("Deal
24 Memorandum"), which Plaintiff's and Williams' representatives transmitted to Adam Mehr, Gold
25 Circle's Senior Vice President, Business Affairs, via e-mail on December 15, 2007, and which set
26 forth the material financial, and all material, terms of the parties' agreement under which Plaintiff
27 agreed to furnish the services of Williams to Defendants for the Picture.

28 10. On December 17, 2007, Adam Mehr of Gold Circle, in response to Gold Circle's

1 receipt of the December 15, 2007 Deal Memorandum, and in acknowledgement of its terms,
2 transmitted an e-mail to Williams' representatives stating that "I can confirm that the economic
3 terms are as discussed."

4 11. On January 18, 2008, Adam Mehr of Gold Circle, in response to the December 15,
5 2007 Deal Memorandum, forwarded to Williams' representatives a Long Form Agreement for the
6 acting services of Robin Williams for the Picture. The agreement reflects an "as of" date of
7 December 15, 2007, in accordance with the bargain reached between Williams' representatives
8 and Defendants on that date, as memorialized by the Deal Memorandum.

9 12. On February 5, 2008, Plaintiff's attorney transmitted to Adam Mehr at Gold Circle
10 comments to the Long Form Agreement.

11 13. On February 11, 2008, Adam Mehr of Gold Circle transmitted to counsel for
12 Plaintiff a mark up of the Long Form Agreement incorporating comments that, on February 5,
13 2008, Plaintiff's attorney had made to the Long Form Agreement that Defendants had forwarded
14 to Williams' representatives on January 18, 2008.

15 14. The Deal Memorandum, augmented by the agreement transmitted on February 11,
16 2008, memorialized the oral agreement that the parties reached on December 15, 2007, reflects a
17 meeting of the minds on all material terms, and sets forth the agreement of the parties for Plaintiff
18 to furnish the acting services of Robin Williams to Defendants for Defendants' motion picture "A
19 Couple of Dicks." Among the material terms unambiguously agreed to by the parties were the
20 following:

21 a. The Picture would have a Start Date of principal photography
22 ("Production") of no later than April 15, 2008.

23 b. Plaintiff would cause Williams to render his non-exclusive services to
24 Defendants two weeks immediately preceding the Start Date of Production in connection with the
25 Picture's pre-production.

26 c. Plaintiff would receive \$6 million in Fixed Compensation, \$5,250,000 of
27 which would be treated as an advance against the first monies that may become payable as
28 Contingent Compensation.

- 1 d. In terms of Contingent Compensation, Plaintiff would receive:
- 2 (i) Domestic Participation. For domestic distribution, an amount equal
- 3 to 7.5% of 100% of the "Defined Gross," escalating to 10% of 100% of Defined Gross if the
- 4 Defined Gross exceeds \$90 million.
- 5 (ii) Foreign Participation. For foreign distribution, an amount equal to
- 6 7.5% of 100% of Defendants' Defined Gross after Defendants recouped the Cost of Production.
- 7 The definitions of Defined Gross and Cost of Productions are set forth in Paragraph 4 of the
- 8 February 11, 2008 Long Form Agreement.
- 9 e. In addition, Plaintiff would be paid the following "Box Office Bonuses":
- 10 (i) A \$1 million advance against Plaintiff's Domestic Participation if
- 11 the Picture earns an amount equal to \$90 million in Domestic Box Office receipts.
- 12 (ii) An additional advance of \$1 million against Domestic Participation
- 13 if the Picture earns an amount equal to \$110 million in Domestic Box Office receipts.
- 14 f. Williams' services were "Pay or Play," meaning that Williams was to be
- 15 paid his Fixed Compensation whether or not the motion picture was actually made and/or
- 16 released by Defendants. Williams' \$6 million Fixed Compensation was payable upon the earlier
- 17 of Defendants obtaining a completion bond for the Picture or one month prior to the Picture's
- 18 Start Date.
- 19 g. Williams was to receive first position of the principal cast main title credit.
- 20 h. Williams was to have mutual approval with Defendants regarding the
- 21 casting of the Picture's co-stars and, to that end, James Gandolfini, was deemed in the parties'
- 22 agreement to be pre-approved.
- 23 i. Williams was to have mutual approval with Defendants over the selection
- 24 of the director for the Picture, with Mark and Robb Cullen deemed pre-approved.
- 25 j. Williams had approval over the screenplay.
- 26 15. The provision that Mr. Williams' services be "Pay or Play" is customary for an
- 27 actor of Mr. Williams' stature and was a material inducement to Plaintiff in agreeing to furnish
- 28 the services of Mr. Williams to Defendants for the Picture. As a result of the commitment that

1 Plaintiff made in December 2007 to furnish Mr. Williams' services for a production that was to
2 begin principal photography no later than April 15, 2008, and in reliance upon Defendants' "Pay
3 or Play" commitment obligating Defendants to pay Plaintiff the agreed to Fixed Compensation of
4 \$6 million whether or not Defendants ultimately made and/or distributed or released the Picture,
5 Plaintiff did not seek other opportunities for Mr. Williams to provide his services during that
6 same time frame so that, among other things, he could be available to render to Defendants his
7 contractually agreed to services during pre-production and principal photography.

8 16. In or about March 2008, Plaintiff was advised by Defendants that they were
9 suspending their efforts to produce the Picture and that Defendants would refuse to honor their
10 "Pay or Play" obligation to Plaintiff to pay it the contractually agreed to Fixed Compensation of
11 \$6 million.

12 **FIRST CAUSE OF ACTION**
13 **(Breach of Contract Against All Defendants)**

14
15 17. Plaintiff repeats and realleges paragraphs 1 through 16, as though fully set forth
16 therein.

17 18. Plaintiff has performed all of its obligations under the parties' agreement.

18 19. Defendants have breached the agreement by failing to pay to Plaintiff the Fixed
19 Compensation of \$6 million agreed to under the parties' agreement.

20 20. As a result of Defendants' breaches, Defendants are obligated to pay Plaintiff all
21 amounts which accrued and which are owed, with interest.

22 21. As a direct and proximate cause of Defendants' breaches, Plaintiff has been
23 damaged in an amount to be proven at trial of no less than \$6 million.

24 **SECOND CAUSE OF ACTION**
25 **(Promissory Estoppel Against All Defendants)**

26 22. Plaintiff repeats and realleges paragraphs 1 through 21, as though fully set forth
27 therein.

28

1 23. Defendants' promise to pay Plaintiff Fixed Compensation of \$6 million on a "Pay
2 or Play" basis was clear and unambiguous.

3 24. As alleged above, Defendants have breached that promise.

4 25. As alleged above, Plaintiff relied on Defendants' promises in agreeing to provide
5 the acting services of Robin Williams for the motion picture "A Couple of Dicks."

6 26. Plaintiff's reliance was reasonable and foreseeable.

7 27. As a direct and proximate result of Defendants' acts as alleged above, Plaintiff has
8 been damaged in an amount to be proven at trial of no less than \$6 million.

9 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 10 1. For damages in favor of Plaintiff in an amount to be determined at trial;
11 2. For pre-judgment interest on any recovery by Plaintiff;
12 3. For expenses of suit incurred herewith;
13 4. For reasonable attorneys' fees; and
14 5. For such other relief as the Court may deem just and proper.

15 Dated: October 17, 2008

MANATT, PHELPS & PHILLIPS, LLP

16
17
18 By: 

Barry E. Mallen

Mathew S. Rosengart

Attorneys for Plaintiff FIAT RISUS, INC.