

**FILED**

LAW OFFICES OF JONATHAN MARK LEVITAN LOS ANGELES SUPERIOR COURT  
Jonathan Mark Levitan, Esq.  
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Los Angeles, California 90025  
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APR 30 2008

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BY D.M. SWAIN, DEPUTY

Attorneys for Plaintiffs  
4. Boll Kino Beteiligungs GMBH-UND CO. KG, a German Limited  
Partnership; 7. Boll Kino Beteiligungs GMBH-UND CO. KG, a German  
Limited Partnership; Uwe Boll, an individual.

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

4. Boll Kino Beteiligungs  
GMBH-UND CO. KG, a German  
Limited Partnership; 7. Boll  
Kino Beteiligungs GMBH-UND CO.  
KG, a German Limited  
Partnership; Uwe Boll, an  
individual.

Plaintiffs,

vs.

William George Zane Jr, also  
known as Billy Zane, an  
individual and DOES 1-50,  
inclusive.

Defendants.

CASE NO.

BC389920

COMPLAINT FOR:

1. Breach Of Contract
2. Intentional Misrepresentation
3. Negligent Misrepresentation
4. Conversion
5. Conversion
6. Accounting

CIV/CASE: BC389920 LEA/TER:  
RECEIPT #: CM118782910  
DATE PAID: 04/30/08 01:01:11 PM  
PAYMENT: \$320.00  
RECEIVED:  
CHECK: 320.00  
CASH:  
CHANGES:  
CARD:

*Def*  
*Jonathan Mark Levitan*

FILED

1 Plaintiffs 4. Boll Kino Beteiligungs GMBH-UND CO.KG and , 7.  
2 Boll Kino Beteiligungs GMBH-UND CO.KG and Uwe Boll allege as  
3 follows:

4 **FIRST CAUSE OF ACTION**

5 **(Breach of Contract)**

6 **(Against all defendants)**

7 1. Plaintiff 4. Boll Kino Beteiligungs GMBH-UND CO.,KG  
8 (hereinafter "4. BollKG") is a limited partnership organized and  
9 existing under the laws of the country of Germany and is engaged  
10 in business in the State of California.

11 2. Plaintiff 7. Boll Kino Beteiligungs GMBH-UND CO.,KG  
12 (hereinafter "7. Boll KG") is a limited partnership organized and  
13 existing under the laws of the country of Germany and is engaged  
14 in business in the State of California.

15 3. Plaintiff Uwe Boll is an individual, and a resident of the  
16 Germany. At all relevant times Mr. Boll was the general partner  
17 of 4BollKG and 7BollKG.

18 4. Romar Entertainment, Inc, (hereinafter "Romar") is a  
19 corporation organized and existing under the laws of the State of  
20 California and is engaged in business in the State of California.  
21 James P. Schramm is the principal of Romar Entertainment. Both  
22 Romar and Schramm are named herein for informational purposes only  
23 and this action seeks no relief from either of those parties.

24 5. Defendant William George Zane Jr, also known as Billy  
25 Zane, is an individual, and a resident of the State of  
26 California. At all relevant times Mr. Zane was a director of

1 Romar. For purpose of reference only Romar Entertainment, Schramm  
2 and William George Zane, Jr. shall be referred to as "defendants"

3 6. The true names and capacities, whether individual,  
4 corporate, associate or otherwise, of defendants named herein as  
5 Does 1 through 50, inclusive, are unknown to Plaintiffs who  
6 therefore sues said defendants by such fictitious names and will  
7 seek leave of court to amend this complaint to insert their true  
8 names and capacities when such has been ascertained.

9 7. Plaintiff are informed and believe and thereon alleges  
10 that each of the fictitiously named defendants is responsible,  
11 negligently, or in some other actionable manner or legal theory,  
12 for the events and happenings alleged herein which proximately  
13 caused injury to plaintiffs as alleged herein.

14 8. At all times relevant herein, the defendants, and each  
15 of them, were the agents, representatives, servants, employees,  
16 assistants and the like of their co-defendants, and were, as such,  
17 acting within the course and scope of such agency, representation  
18 and/or employment and with the permission, authority, knowledge  
19 and consent of the other defendants; that each and every defendant  
20 was negligent in the selection, hiring, monitoring, supervising  
21 and/or continued employment of each and every other defendant as  
22 an agent, representative, servant, employee and/or assistant.

23 9. Plaintiffs are informed and believe and thereon allege  
24 that each of the defendants named herein or designated as a Doe  
25 was negligently, wantonly, recklessly, maliciously and otherwise  
26 tortuously responsible in some manner for the events and

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1 happenings herein referred to and negligently, wantonly,  
2 recklessly, maliciously and otherwise tortuously proximately  
3 caused the injuries and damages to plaintiffs as alleged herein.

4 10. Plaintiff 4.BollKG is the business of film production in  
5 the United States and elsewhere. In around 2004 4.BollKG began  
6 the production of a motion picture called "Bloodrayne". At all  
7 relevant times 4. BollKG was the owner of Bloodrayne and the  
8 holder of all rights, including all intellectual property rights,  
9 in connection with Bloodrayne. The filming of Bloodrayne was  
10 completed, including post production, in June 2005.

11 11. In or around May 2005 while 4.BollKG was in the process  
12 of completing the filming of Bloodrayne in Vancouver, Canada,  
13 defendant Zane approached Uwe Boll, the director of Bloodrayne  
14 and manager of 4.BollKG and 7.BollKG. Mr. Zane suggested to Mr.  
15 Boll that Romar be given the right to distribute Bloodrayne in  
16 theaters in the United States. Thereafter Mr. Schramm flew to  
17 Vancouver, Canada to meet Mr. Boll to further seek the United  
18 States distribution rights for Bloodrayne. As a result of the  
19 negotiations that followed an agreement between Romar and  
20 Plaintiffs was entered into on or about August 31, 2005. Said  
21 Agreement is entitled "BLOODRAYNE" "THEATRICAL RELEASE AGREEMENT".  
22 A true and correct copy of said Agreement is attached hereto as  
23 Exhibit 1 and incorporated herein. Pursuant to said Agreement,  
24 the defendants would distribute Bloodrayne theatrically in the  
25 United States and the parties to the Agreement would share the  
26 revenue from the distribution.

1 12. Bloodrayne was released theatrically in the United States  
2 on January 6, 2006. It was released in 950 theaters.

3 13. Contemporaneously with the theatrical release a bank  
4 account at Citibank, Los Angeles was opened under the name of an  
5 entity called Event Film Inc, a California corporation. The  
6 Citibank account was established to act as a repository for all  
7 gross receipts of any kind whatsoever from the theatrical  
8 distribution and exploitation of Bloodrayne. The earnings from  
9 the theatrical release of Bloodrayne were to be distributed  
10 between Plaintiffs and Romar according to the Agreement.

11 14. Plaintiffs have performed all the obligations to be  
12 performed by them in connection with the Agreement other than  
13 those obligations excused or waived by the defendants.

14 15. The defendants have breached the Agreement in a manner  
15 which includes but is not limited to:

16 a. Failing to ensure that Bloodrayne opened in at least 2000  
17 theaters as guaranteed under the Agreement.

18 b. Failing to pay Plaintiffs the amount of at least \$250,000 owed  
19 to Plaintiffs as part of plaintiffs share of Bloodrayne's gross  
20 proceeds.

21 c. Failing to utilize the monies advanced by plaintiff 7.BollKG,  
22 about \$10,000,000, in furtherance of the purposes for which those  
23 monies was intended, namely, the promotion and advertisement of  
24 Bloodrayne.

25 d. Paying an unauthorized \$450,000 "finder's fee" to defendant  
26 Billy Zane out of monies provided by plaintiff 7.BollKG for the  
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1 distribution and promotion of Bloodrayne.  
2 e. Taking for themselves, without authorization, an additional  
3 sum of \$450,000 out of monies provided by 7.BollKG for the  
4 distribution and promotion of Bloodrayne.  
5 f. Failing to pay plaintiffs their full share of the revenues  
6 earned by Bloodrayne.

7 16. As a proximate result of defendants' breaches of the  
8 Agreement, plaintiffs have been damaged in an amount according to  
9 proof. Plaintiffs will seek leave to amend this complaint when  
10 said sum has been ascertained.

11 SECOND CAUSE OF ACTION

12 (Intentional Misrepresentation; Against all defendants)

13 17. Plaintiffs incorporate Paragraphs 1 through 16 of this  
14 complaint as though same were set forth in full herein.

15 18. In order to induce plaintiffs to execute the Agreement Mr.  
16 Schramm and Mr. Zane made certain oral representations to  
17 Plaintiffs and to Uwe Boll. These representations were made  
18 starting in 2005, prior to the execution of the Agreement.

19 19. Their representations included but were not limited to the  
20 following:

21 a. That defendants and he would be able to open the movie in at  
22 least 2,000 theaters as the theatrical release of Bloodrayne.

23 b. That defendants would faithfully and honestly account for all  
24 monies spent on promotion and advertising of Bloodrayne and only  
25 use the monies provided by plaintiffs for this purpose.

26 c. That defendants would account to plaintiffs for all sales that  
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1 would occur.

2 d. That defendants would render an accounting to plaintiffs of the  
3 revenue earned by Bloodrayne

4 e. That the monies deposited into the Citibank account would be  
5 paid to plaintiffs in a manner and proportion that was consistent  
6 with the Agreement.

7 f. That the "media buy" for promotion of Bloodrayne would be  
8 equal to \$20,000,000 when in fact the media buy was far less than  
9 that amount.

10 g. That Romar Entertainment had an established track record in  
11 the theatrical release of motion pictures such as Bloodrayne and  
12 had the necessary experience to release such motion pictures.

13 20. Each of the representations and failures to disclose were  
14 false at the time defendants made them and defendants knew said  
15 representations were false at the time they were made.

16 21. In truth and in fact:

17 a. Defendants had no ability nor sufficient commitments from  
18 theaters so as to satisfy the promise that Bloodrayne would be  
19 released in a minimum of 2,000 theaters.

20 b. Defendants have failed to faithfully and honestly account for  
21 all monies plaintiff 7.BollKG spent on promotion and advertising  
22 of Bloodrayne.

23 c. Defendants did not intend to account to plaintiffs for all  
24 sales that had occurred or would occur in the future.

25 d. No accurate accounting has been rendered to plaintiffs of the  
26 revenue earned by Bloodrayne.

1 e. Monies deposited into the Citibank account were not paid to  
2 plaintiffs in a proportion that is consistent with the Agreement.

3 f. The "media buy" for the promotion of Bloodrayne was not  
4 equivalent to \$20,000,000.

5 g. Romar Entertainment did not have an established track record  
6 in the theatrical release of motion pictures such as Bloodrayne  
7 and did not have the necessary experience to release such a motion  
8 picture.

9 22. The representations and failures to disclose were made in  
10 order to induce the reliance of plaintiffs on said statements and  
11 induce plaintiffs to execute the Agreement and take other actions  
12 to their detriment.

13 23. As a proximate result of the foregoing, plaintiffs have  
14 suffered damages in an amount presently unknown but in an actual  
15 amount according to proof. Plaintiffs will seek leave of court to  
16 amend this complaint when said amount has been ascertained.

17 24. Defendants' intentional acts were egregious and wanton and  
18 malicious and done with the intent to injure and oppress  
19 plaintiffs and are guilty of a total disregard of the rights of  
20 plaintiffs. By reason thereof, plaintiffs are entitled to  
21 exemplary and punitive damages according to proof.

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1 THIRD CAUSE OF ACTION

2 (Negligent Misrepresentation; Against all defendants)

3 25. Plaintiffs incorporate Paragraphs 1 through 24 of this  
4 complaint as though same were set forth in full herein.

5 26. When defendants made the representations referred to herein  
6 they had no reasonable grounds for believing them to be true.  
7 Defendants did not have sufficient data to make such  
8 representations.

9 27. At all relevant times, defendants concealed and suppressed  
10 from plaintiffs their lack of information and knowledge and the  
11 consequential inability to make said representations.

12 28. Defendants made said representations without investigating  
13 whether said representations were true and did not properly  
14 investigate the factual basis for each representation.

15 29. By reason of said representations and the facts herein  
16 alleged, plaintiffs have been damaged in an amount not yet  
17 ascertained, but within the jurisdiction of this Court.  
18 Plaintiffs will seek leave of this Court to amend this Complaint  
19 when said sum has been ascertained.

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21 FOURTH CAUSE OF ACTION

22 (Conversion; Against all defendants)

23 30. Plaintiffs incorporate Paragraphs 1 through 29 of this  
24 Complaint as though the same were set forth in full herein.

1 31. At all times herein mentioned, plaintiffs was entitled to  
2 enjoy the benefits of their share of the proceeds earned by  
3 Bloodrayne, including those proceeds deposited or which should  
4 have been deposited into the Citibank account.

5 32. Defendants have converted for their sole use and enjoyment  
6 some of the earnings of Bloodrayne. The exact amount of stolen by  
7 the defendants from the Citibank account is on information and  
8 belief is \$250,000, an amount which was deposited into the  
9 Citibank account and was owned by plaintiffs. This amount has  
10 been stolen by the defendants.

11 33. Despite repeated demands therefore, defendants have failed to  
12 pay plaintiffs the \$250,000. As a result of the conversion by  
13 defendants, plaintiffs have suffered damage in the amount of  
14 \$250,000.

15 34. The acts of the defendants were willful, wanton, malicious  
16 and oppressive and were undertaken with the intent to defraud and  
17 justify the award of exemplary damages according to proof.

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FIFTH CAUSE OF ACTION

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(Conversion; Against all Defendants)

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35. Plaintiffs incorporate Paragraphs 1 through 34 of this  
22 Complaint as though the same were set forth in full herein.

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36. Plaintiffs are informed and believe and thereon alleges that  
25 defendant Zane was given \$450,000 as a "finder's fee" by  
26 defendants Schramm and Romar. Said money was paid out of the  
27 money sent to defendants by plaintiff 7.BollKG for the promotion

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1 and distribution of Bloodrayne and was be used exclusively and  
2 solely for the promotion and distribution of Bloodrayne.

3 37. Plaintiffs never authorized the payment of the sum of  
4 \$450,000, or any sum at all, to Defendant Zane. At all relevant  
5 times said sum belonged to plaintiff. Said sum was stolen by  
6 defendants and plaintiff has been damaged in that amount.

7 38. Despite repeated demands therefore, defendants have failed to  
8 pay plaintiffs the \$450,000 As a result of the conversion by  
9 defendants, plaintiffs have suffered damage in the amount of  
10 \$450,000.

11 39. The acts of the defendants were willful, wanton, malicious  
12 and oppressive and were undertaken with the intent to defraud and  
13 justify the award of exemplary damages according to proof.

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15 SIXTH CAUSE OF ACTION

16 (Accounting; Against all defendants)

17 45. Plaintiffs incorporate Paragraphs 1 through 44 of this  
18 complaint as though same were set forth in full herein.

19 46. The plaintiffs have repeatedly requested an accounting from  
20 the defendants as to all monies spent on the distribution and  
21 promotion of Bloodrayne and all monies earned from the theatrical  
22 release of Bloodrayne The defendants have failed to render such  
23 an accounting and the court is requested to order defendants to  
24 provide such an accounting.

1 WHEREFORE Plaintiffs PRAY:

2 ON THE FIRST CAUSE OF ACTION

- 3 1. For compensatory and general damages according to proof.  
4 2. For consequential damages according to proof.

5 ON THE SECOND CAUSE OF ACTION

- 6 1. For compensatory and general damages according to proof.  
7 2. For consequential damages according to proof.  
8 3. For punitive damages according to proof.

9 ON THE THIRD CAUSE OF ACTION

- 10 1. For general and compensatory damages according to proof.  
11 2. For consequential damages according to proof.

12 ON THE FOURTH CAUSE OF ACTION

- 13 1. For the sum of at least \$250,000 but in an actual amount  
14 according to proof.  
15 2. For punitive damages according to proof

16 ON THE FIFTH CAUSE OF ACTION

- 17 1. For the sum of at least \$450,000 but in an actual amount  
18 according to proof.  
19 2. For punitive damages according to proof

20 ON THE SIXTH CAUSE OF ACTION

- 21 1. For an accounting to include an accounting of all monies  
22 received by the defendants in connection with Bloodrayne.

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1 ON ALL CAUSES OF ACTION

2 1. For the imposition of an constructive trust on all monies being  
3 held by the defendants for Plaintiffs's benefit.

4 1. For costs of suit.

5 2. For attorney's fees.

6 2. For such other relief as may be just and proper.

7 DATED: April 28, 2008

LAW OFFICES OF JONATHAN MARK LEVITAN

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BY: \_\_\_\_\_

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JONATHAN MARK LEVITAN, ESQ.  
Attorneys for Plaintiffs

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# ROMAR ENTERTAINMENT, LLC

8335 Sunset Boulevard

West Hollywood, California 90069

Phone: (323) 337-9045

Fax: (323) 337-9046

## "BLOODRAYNE"

### THEATRICAL RELEASE AGREEMENT

THIS AGREEMENT is entered into on August 21, 2005, between ROMAR ENTERTAINMENT, LLC, located at 8335 Sunset Boulevard, West Hollywood, California 90069 (Hereinafter referred to as "DISTRIBUTOR"), and BOLL KG/UWE BOLL (Hereinafter referred to as "DIRECTOR/PRODUCER"), agrees as follows:

#### FEE

"DISTRIBUTOR" agrees to waive the \$195,000.00 service fee.

#### PAYMENT ON ACCOUNT

DIRECTOR/PRODUCER agrees to open the HSBC Account on or before August 25, 2005, with the \$10,000,000.00 P&A Budget. This Account will be controlled ONLY by "DIRECTOR/PRODUCER", and JAMES SCHRAMM "DISTRIBUTOR", which will be verified by signature card.

#### ALLOCATION OF FUNDS

"DISTRIBUTOR" and "DIRECTOR/PRODUCER" agrees that "DISTRIBUTOR" will receive the following payments via wire transfer:

\* \$3,000,000.00 (half of the advertising budget); 1.5 million for media buy, and 1.5 million for billboards, bus advertisements, promos due at execution of this Agreement.

\* \$3,000,000.00, the remaining balance, is due at the time of advertising/media buy authorization and commitment by "DIRECTOR/PRODUCER", which has a deadline commitment date of September 25, 2005.

EX 1

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COMMISSION

"DISTRIBUTOR" agrees to receive 7% of Box Office revenues of the movie "BLOODRAYNE", and "DIRECTOR/PRODUCER" agrees to receive 93% of Box Office revenues of the movie, "BLOODRAYNE".

"DISTRIBUTOR" will collect all monies directly from the Theaters and immediately wire transfer 93% of Box Office revenues to "DIRECTOR/PRODUCER".

Total box office percentage for exhibitor 50%  
 Total box office percentage for distributor 50%

"DISTRIBUTOR" will receive the standard commission for media buy of 15%.

DVD COMMISSION

"DIRECTOR/PRODUCER" agrees to a minimum of 1% commission to "DISTRIBUTOR" unless "DISTRIBUTOR" facilitates the DVD Release which an additional commission will be negotiated.

SCREEN GUARANTEE

"DISTRIBUTOR" will establish a 2,500 screen release with a minimum of a 2,000 screen guarantee.

PRINTS

"DIRECTOR/PRODUCER" agrees to facilitate all 15,000 35mm film trailers, IPIN scope, flat (7,500 prints scope/7,500 prints flat), and 2,500 35mm prints of "BLOODRAYNE" (the complete feature film). The costs of these prints will be deducted out of the \$4,000,000.00 allocated from the \$10,000,000.00 P&A Budget.

SHIPPING

"DIRECTOR/PRODUCER" agrees to pay for all shipping costs of all trailers, I-sheets, promotional advertisements for theaters, and the finished print of the movie "BLOODRAYNE" to all theater locations. These costs will be deducted out of the \$4,000,000.00 allocated from the \$10,000,000.00 P&A Budget.

PREMIERE

"DISTRIBUTOR" agrees to provide a theatrical premiere at the Grauman\*s Chinese Theater, located in Hollywood, California. "DISTRIBUTOR" will be responsible for 100% of the costs of this premiere. The costs will be deducted out of the media buy commission.

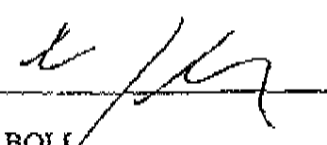

OWNERSHIP

ROMAR ENTERTAINMENT, LLC is ONLY acting as the "DISTRIBUTOR" of the movie "BLOODRAYNE".

ROMAR ENTERTAINMENT, LLC assumes zero percent ownership and zero percent liability for the feature film "BLOODRAYNE".

CREDITS

ROMAR ENTERTAINMENT, LLC logo and name will appear in first position on all print advertising, trailers (theatrical and commercial), one sheets, and the feature film "BLOODRAYNE" prints.

	
UWE BOLL	JAMES SCHRAMM, CEO

BOLL KG	ROMAR ENTERTAINMENT, LLC
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Date: 8-22-05

Date: 8-21-05

ENTERTAINMENT WEEKLY