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FILED
LOS ANGELES SUPERIOR COURT

APR 25 2008

JOHN A. CLARKE, CLERK
BY *D.M. Swain*
D.M. SWAIN, DEPUTY

Attorneys for Plaintiff David Grant

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN THE COUNTY OF LOS ANGELES

BC389663

10 DAVID GRANT,) NO.
11)
12 Plaintiff,) COMPLAINT FOR DAMAGES
13)
14 vs.)
15)
16 Fox Television Studios, Inc., a corporation;)
17 and DOES 1 through 10, inclusive.)
18)
19 Defendants.)

Plaintiff alleges:

THE PARTIES

1. Plaintiff David Grant ("Plaintiff" or "Grant") is and was at all times a resident of the County of Los Angeles. Plaintiff alleges that he is entitled to recover damages from the Defendants.

CIT/CASE: BC389663 LEA/DEF#:
RECEIPT #: CM121212033
DATE PAID: 04/25/08 12:37:14 PM
PAYMENT: \$320.00
RECEIVED:
0310

CHECK
CASH
CHARGE
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320.00

Michael C. Johnson
6729
Deliberate
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2. Defendant Fox Television Studios, Inc. ("Defendant" or "Fox") is a California corporation, with its principal place of business and domicile in the City and County of Los Angeles.

3. The true names and capacities of defendants herein alleged as defendants DOES 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff will request leave to amend this complaint to include their true and names and capacities when the same are ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is in some way responsible for each of the occurrences as herein alleged, and that plaintiff's injuries were proximately caused by said fictitiously named defendants, and each of their conduct.

COMMON FACTUAL ALLEGATIONS

4. Plaintiff was employed was the President of Fox Television Studios, Inc pursuant to a written contract. Plaintiff's most recent contract was slated to run from July 1, 2001 up through June 30, 2005. A true and correct copy of this contract is attached hereto as Exhibit A, and this contract shall be referred to as "The Contract". In May, 2004, Fox prematurely terminated The Contract.

5. Although The Contract superseded all prior contracts between Grant and Fox in most respects, the parties agreed to maintain Grant's rights in Fox's Equity Appreciation

1 Plan (EAP), and that Grant would not be divested of any benefits that he accrued under the EAP.
2 Fox, however, has never paid Grant any monies owed to him under the EAP. Grant is informed
3 and believes that monies are due and owing to him under the EAP.
4

5
6 6. In addition, Fox failed to pay Grant any bonus monies owed to him
7 pursuant to Paragraph 6(d), which provides that Fox would pay Grant 5% of its cumulative
8 profits, up to a maximum of \$1,250,000. Fox has achieved sufficient profits to warrant this
9 maximum bonus payment, yet has paid none of it. Moreover, Fox failed to engage in good faith
10 negotiations over this term, as required by The Contract.
11

12 FIRST CAUSE OF ACTION

13 BREACH OF CONTRACT

14 (Against All Defendants)
15
16

17 7. Plaintiff realleges and incorporates by reference paragraphs 1 through 6,
18 inclusive, as though set forth fully herein.
19

20 8. By failing to pay Grant his EAP bonus and his profit-based bonus, the
21 Company has breached The Contract.
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23 9. As a direct and proximate result of the foregoing, Plaintiff sustained
24 economic damages in an amount to be proven at trial.
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SECOND CAUSE OF ACTION
BREACH OF IMPLIED COVENANT
(Against All Defendants)

10. Plaintiff realleges and incorporates by reference paragraphs 1 through 9, inclusive, as though set forth fully herein.

11. Implied into the Contract is a covenant that each party will act in good faith and deal fairly with one another. Indeed, the obligation to deal in good faith with regard to Grant's profit-based bonus was expressly written into The Contract. Fox, however, has failed to deal with Grant in good faith, and has failed to pay him EAP monies or profit-based bonus monies without justification, and in breach of the contract.

12. As a direct and proximate result of the foregoing, Plaintiff sustained economic damages in an amount to be proven at trial.

PRAYER

WHEREFORE, Plaintiff David Grant demands judgment as follows:

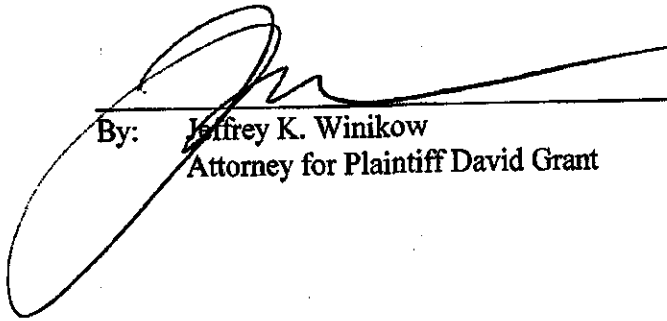
1. For economic damages, including but not limited to lost EAP monies and lost profit-based bonus monies;

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2. Prejudgment interest on all amounts claimed;
3. For attorneys' fees and costs of suit; and
4. For such other and further relief as the Court deems just and proper.

DATED: April 25, 2008

LAW OFFICES OF JEFFREY K. WINIKOW



By: Jeffrey K. Winikow
Attorney for Plaintiff David Grant



TWENTIETH CENTURY FOX
A UNIT OF TWENTIETH CENTURY FOX FILM CORPORATION

P.O. Box 900
Beverly Hills, California 90213-0900
Phone 310 369 3311 • Fax 310 369 3311

Cindy Stephens
Manager
Contract Administration

RECEIVED
FEB 1 2002
DAVID A. GRANT

February 12, 2002

Abel Lezcano
Del, Shaw, Moonves, Tanaka & Finkelstein
2029 Century Park East, Suite 3910
Los Angeles, CA 90067

Re: David Grant - Employment Agreement

Dear Abel:

Enclosed for your files is a fully signed original copy of the Employment Agreement dated as of July 1, 2001 between Fox Television Studios, Inc. and David Grant.

Sincerely,

Cindy Stephens

Enclosure

cc: Greg Gelfan (w/ copy of enc.)
David Grant (w/ copy of enc.)
Linda Johns (w/o enc.)

as of July 1, 2001

David Grant
Los Angeles, CA

Dear Mr. Grant:

This Letter Agreement ("Agreement"), when executed by both you and Fox Television Studios, Inc. ("the Company"), will confirm the agreement between you and the Company relating to your employment by the Company. Once effective, this Agreement will supersede any and all prior agreements, whether express or implied, oral or written, between you and the Company relative to your employment with the Company. Specifically, this Agreement will supersede all prior agreements between you and Fox Television, a unit of Fox Inc., excepting only any rights to which you are entitled pursuant to the now-discontinued Equity Appreciation Plan (EAP) (if any). Notwithstanding the foregoing, this Agreement will not divest you of any benefits which have accrued pursuant to any benefit plan.

Claim
Re
EAP

1. (a) The Company hereby employs you for a period of four years commencing July 1, 2001 and ending June 30, 2005 ("the Term").

(b) In the event you continue in the employ of the Company after the end of the Term, your employment shall be solely on an at will basis. This means that, after the Term, you may resign or the Company may terminate you with or without cause and with or without advance notice. During any such period of at-will employment, you will be paid at the weekly salary rate for the last regular pay period hereunder, and you shall continue to be eligible to participate in employee benefit plans on the same terms and conditions available to comparable executives of Fox Filmed Entertainment.

2. You shall perform such duties consistent with your position set forth in Paragraph 3.(a) as are assigned to you from time to time by the officers or executives to whom you report (and agree to take such trips both within and outside the United States as shall be determined to be desirable).

(a) You shall serve as President. You shall report directly to the President or Chairman of Fox Television, or to the President of Fox Entertainment Group, presently Peter Chernin. The Company may elect to have you report to an executive other than the

foregoing, provided that (i) the executive also manages a significant portion of Fox Entertainment Group's domestic broadcast and cable program services and/or substantially all of Fox Entertainment Group's domestic television production activities; and (ii) the executive is a Chairman of a unit within Fox Television. In addition, companies and staff in and employees of the Company, or such entities or persons who work primarily on Company matters, will report only to you or others who report only to you. Absent your written approval, the Company may not engage any other executive in the Company at an equal or higher level than you. Breaks

(b) The Company may house and manage multiple television production entities and individual producers. These entities and individuals will produce a variety of television series and long-form programming intended for cable, broadcast network and other television program distributors, primarily those affiliated with Fox Entertainment Group but also for third parties.

Breaks (c) Your duties will include the operation and management of the Company. You shall perform the function of and have the authority customarily vested in a president of a studio entity developing and producing television series and long-form programming intended for cable, broadcast network and other television program distributors. No executive may be engaged to work for the Company, nor may the services or any executive of the Company be terminated, without your approval, such approval not to be unreasonably withheld, provided that in the event of a disagreement between you and the Company in this regard, the Company's decision shall control.

(d) If you are elected a member of the Board of Directors or to any other office of the Company or any of its affiliates, you agree to serve in such capacity or capacities without additional compensation. In the event of such election, you shall also be entitled to the same D&O coverage available to any other director.

4. You shall render services in Los Angeles, California, and at such other places as the Company shall designate from time to time on a temporary basis. You shall not be required to relocate outside of Los Angeles without your advance written consent.

5. You hereby accept such employment and agree to devote your full time and attention as necessary to fulfill all of the duties of your employment hereunder. The Company agrees to indemnify you to the extent required by law for all matters in connection therewith.

6. (a) As compensation for your services, the Company will, during the term of your employment described in Paragraph 1. (a) herein,

on regular pay dates as then in effect under Company policy, pay you at the rate of:

- (i) \$825,000 per annum for the first twelve months of the Term from July 1, 2001 through June 30, 2002;
- (ii) \$925,000 per annum for the second twelve months of the Term from July 1, 2002 through June 30, 2003;
- (iii) \$975,000 per annum for the third twelve months of the Term from July 1, 2003 through June 30, 2004;
- (iv) \$1,025,000 per annum for the fourth twelve months of the Term from July 1, 2004 through June 30, 2005; and
- (v) \$19,711.54 per week thereafter for any period during which you are employed as an at will employee of the Company.

(b) You shall receive a car allowance in accordance with the Company's policy. Currently, such policy provides for a car allowance of \$1,100 per month for executives at your level. Should the underlying policy change, however, your car allowance will change accordingly.

(c) The Company shall pay you an annual minimum guaranteed bonus of: (i) for each year that the Company has an operating profit (with profitability computed taking into account joint venture adjustments and intercompany fees), an amount equal to 25% of your salary rate for the respective fiscal year; or (ii) for any year that the Company does not have an operating profit, \$112,500.

*Should I
just wait?
No time
frame*

(d) You will be paid an additional one-time incentive bonus of 5% of the Company's cumulative profits, if any, such bonus not to exceed a payment to you of \$1,250,000. The manner and time frame in which profits are computed for purposes of this paragraph will be determined after good-faith negotiation between the parties, such negotiations to commence within a reasonable time after written notice from either party to the other; provided, however, that in the event of a disagreement between the parties as to any aspect of this computation, the Company will have the right to make the final binding decision.

(e) You shall be eligible to participate in the Company's stock option program in the same manner as other comparable executives of Fox Filmed Entertainment; provided, however, that granting of any stock options and the amount of any such grant shall be entirely at the discretion of the Company.

7.

(a) You agree that during the term of your employment, either pursuant to the terms of this Agreement or on an at will basis thereafter, you will have no interest, directly or indirectly, in any motion picture or television program producing, distributing or exhibiting business, or in any broadcasting, cable or film laboratory business or in any related business other than the Company and its affiliates, and you will perform no services for any person, firm or corporation engaged in any such business. The foregoing does not prohibit your ownership of less than one percent (1%) of the outstanding common stock of any company whose shares are publicly traded.

(b) Enclosed is a copy of the Company's Conflict of Interest Statement. You agree to abide by the provisions of this Statement at all times during your employment by the Company.

8. You will not, during the term of your employment hereunder and for a period of two (2) years thereafter, either individually or on behalf of any other entity, directly or indirectly, induce or solicit or approach or attempt to induce or solicit or approach any person who is an employee of the Company or any of its affiliates to render services to any other person, firm or corporation.

9. (a) You acknowledge that the relationship between the parties hereto is exclusively that of employer and employee and that the Company's obligations to you are exclusively contractual in nature. The Company shall be the sole owner of all the fruits and proceeds of your services hereunder, including, but not limited to, all ideas, concepts, formats, suggestions, developments, arrangements, designs, packages, programs, promotions and other intellectual properties which you may create in connection with and during the term of your employment hereunder, free and clear of any claims by you (or anyone claiming under you) of any kind or character whatsoever (other than your right to compensation hereunder). You shall, at the request of the Company, execute such assignments, certificates or other instruments as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its right, title and interest in or to any such properties. However, this paragraph shall not apply to an invention which qualifies fully under the provisions of Section 2870 of the California Labor Code.

(b) All memoranda, notes, records and other documents made or compiled by you, or made available to you during the term of this Agreement or subsequently during any at will employment period concerning the business of the Company or its affiliates shall be the Company's property and shall be delivered to the Company on the termination of this Agreement or at any other time on request, excluding your rolodex and your personal files not

Crawford
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pertaining to any matters in which the Company then has or has had an interest or involvement. You understand and agree that in the course of employment with the Company, you may acquire confidential information and trade secrets concerning the Company's operations, its future plans and its method of doing business (and the operations, future plans and method of doing business of Company's affiliates), including, by the way of example, but by no means limited to, highly proprietary information about the Company's (and its affiliates') customers, processes, product development, financial, marketing, pricing, cost, and compensation, (hereinafter collectively "Trade Secrets"), all of which information you understand and agree would be extremely damaging to the Company if disclosed to a competitor or made available to any other person or corporation. As used herein, the term "competitor" includes, but is not limited to, any corporation, firm or business engaged in a business similar to that of the Company or its subsidiary companies. You understand and agree that such information is divulged to you in confidence and you understand and agree that, at all times, you shall keep in confidence and will not disclose or communicate Trade Secrets or any other secret and confidential information on your own behalf, or on behalf of any competitor, if such information is not otherwise publicly available, unless disclosure is made pursuant to written approval by the Company or is required by law. In view of the nature of your employment and information and Trade Secrets which you may receive during the course of your employment, you likewise agree that the Company would be irreparably harmed by any violation of this Agreement and that, therefore, the Company shall be entitled to seek an injunction prohibiting you from any violation or threatened violation of this Agreement.

(c) The Company shall have the right to use your name, biography and likeness in connection with its business, including in advertising its products and services, and may grant this right to others, but not for use as a direct endorsement.

(d) The covenants set forth above in this paragraph shall survive the termination of this Agreement.

10. You shall be eligible to participate in all employee benefit plans and any other health, welfare, insurance, pension, profit sharing, expense reimbursement and other plans available to other presidents of subsidiaries or divisions of Fox Filmed Entertainment, and your eligibility to participate in such plans shall be governed by the rules applicable to such comparable executives. You shall have the right to participate in all health and retirement plans consistent with other executives at your level employed by subsidiaries or divisions of Fox Filmed Entertainment. With respect to such retirement plans, the term of your prior service for Twentieth Century

Fox, Fox Broadcasting Company and any affiliates thereof shall be credited for purposes of calculating retirement benefits, as provided under the ERISA laws. Similarly, you will be afforded travel and living accommodations when outside of Los Angeles on Company business in accordance with the travel policy for comparable executives at your level. The Company shall reimburse you (upon presentation of appropriate receipts) for reasonable business-related expenses per Company policy.

11. The services to be furnished by you hereunder and the rights and privileges granted to the Company by you are of a special, unique, unusual, extraordinary, and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and a breach by you of any of the provisions contained herein will cause the Company irreparable injury and damage. You expressly agree that the Company shall be entitled to seek injunctive and other equitable relief to prevent a breach of this Agreement by you. Resort to such equitable relief, however, shall not be construed as a waiver of any preceding or succeeding breach of the same or any other term or provision. The various rights and remedies of the Company hereunder shall be construed to be cumulative and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

12. In consideration of the making of this Agreement, as well as of the other consideration stated herein, you expressly agree that any contract, agreement or understanding between you and the Company with respect to severance or termination pay or limitations on termination previously made to you whether by way of contract, letter, or Company termination policy, is hereby superseded. You further agree that if you continue in the employ of the Company after the end of this Agreement, your employment shall be at will and shall otherwise be in accordance with the provisions of such then existing Company policies as may then be in effect applicable to comparable executives of Fox Filmed Entertainment.

13. Any prior agreements that do not relate to your current employment, including but not limited to any Consulting Agreement, Business Agreement, Development Agreement, Production Agreement, General Release, and Settlement Agreement shall remain in full force and effect, notwithstanding this Agreement.

14. This Agreement shall be governed by the laws of the State of California applicable to contracts performed entirely therein.

15. This Agreement shall inure to the benefit of the successors and general assigns of the Company and to the benefit of any other corporation or entity which is a parent, subsidiary or affiliate of the Company to which this Agreement is assigned, and any other corporation or entity into which the Company may be merged or with

which it may be consolidated, provided that the Company is not relieved of its obligation hereunder and there is no change in your duties, responsibilities, title and your reporting as provided herein. Except as herein provided, this Agreement shall be nonassignable.

Sincerely,

FOX TELEVISION STUDIOS, INC.

By *Linda Johns*
Linda Johns
Senior Vice President, Human Resources
Twentieth Century Fox

2/8/02
Date

THE FOREGOING IS AGREED TO:

David Grant
David Grant

2/4/2002
Date