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 LOS ANGELES SUPERIOR COURT
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 JOHN A. CLARKE, CLERK
 BY MARY FLORES, DEPUTY

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

11 STUDIO CANAL (US), a California
 12 corporation,

13 Plaintiff,

14 vs.

15 UNIVERSAL CITY STUDIOS, LLC, a
 16 limited liability company and subsidiary
 17 of NBCUniversal, LLC, a Delaware
 18 limited liability company; UNIVERSAL
 19 CITY STUDIOS, INC., a corporation
 20 organized under the laws of Delaware;
 21 and Does 1-50,

22 Defendants.

Case No. **BC501926**
 Complaint For:

1. Breach of Fiduciary Duty
2. Constructive Fraud
3. Breach of Contract
4. Breach of the Implied Covenant of Good Faith and Fair Dealing
5. Account Stated
6. Accounting

CLERK/DEF#: BC561926
 RECEIPT #: CCH478057044
 DATE PAID: 02/28/13 12:46 PM
 PAYMENT: \$435.00 310
 RECEIVED:
 CHECK: \$435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

COMPLAINT

D-32 Mary H. Strobel

02/28/2013

1 Plaintiff StudioCanal (US) ("StudioCanal"), for its complaint against Defendants
2 Universal City Studios, LLC, a subsidiary of NBCUniversal, LLC, and Universal City
3 Studios, Inc. (collectively, "Universal") alleges as follows:
4

5 Nature of The Action

6 1. This lawsuit arises from Universal's failure to honor its fiduciary and
7 contractual duties to its partner StudioCanal—for tens of millions of dollars and likely
8 much more—in a joint venture they formed in 1999 to fund the overhead,
9 development, and production of motion pictures produced by Working Title Films.
10 In addition to partnering on the financial side of the venture, StudioCanal and
11 Universal divided responsibilities for distributing the motion pictures throughout the
12 world. Each partner assumed the duty to report and pay to the other partner the total
13 revenues minus authorized expenses for each assigned territory and media.

14 2. For nearly ten years, Universal was delighted to accept StudioCanal's
15 investment of hundreds of millions of dollars to offset Universal's financial
16 obligations. During most of this period, StudioCanal and Universal were corporate
17 siblings through common ownership by the French company Vivendi. The
18 StudioCanal/Universal joint venture financed forty-four Working Title motion
19 pictures, including *About A Boy*, *Billy Elliot*, *Bridget Jones Diary*, *Frost/Nixon*, *Love*
20 *Actually*, *O Brother Where Art Thou?*, *Pride And Prejudice*, and *United 93*.

21 3. Last October, StudioCanal concluded an audit of the joint venture's
22 development and overhead expenses, which Universal had managed. StudioCanal also
23 concluded audits of Universal's distribution of several of the joint venture-produced
24 motion pictures, in several (but hardly all) Universal-assigned territories and in several
25 (but hardly all) media.

26 4. Those audits revealed that Universal was violating its fiduciary and
27 contractual obligations to StudioCanal. For example, based on the audit reports,
28 StudioCanal is informed and believes, and based thereon alleges that: (a) Universal

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1 intentionally hid from the partnership and kept for itself benefits it derived from off-
2 balance-sheet financing arrangements; (b) Universal failed to report, or reported
3 negligible amounts of, ancillary revenue from sources such as music publishing, only to
4 somehow "find" several million dollars in such revenues after receiving the audit
5 reports; (c) Universal retained for itself financial benefits from vendors, thereby
6 profiting for itself at the expense of its partner; (d) Universal double-charged the
7 partnership for producing and other fees paid to Working Title without StudioCanal's
8 knowledge or approval; and (e) Universal deducted millions of dollars in
9 unsubstantiated expenses before reporting the results to its partner StudioCanal.

10 5. Those are only a few of the claims in the Audit Reports. But the audits
11 covered only six of the joint venture's forty-four motion pictures and focused on only
12 a few territories. StudioCanal is informed and believes, and based thereon alleges that
13 Universal has underpaid its partner StudioCanal tens of millions of dollars on just the
14 issues and territories that the Audit Reports cover.

15 6. For the last four months, StudioCanal has tried—but failed—to engage
16 Universal in a meaningful dialog about the Audit Reports and claims. In late October
17 2012 three StudioCanal executives flew from Paris to Los Angeles to meet with
18 Universal to address and resolve the claims, based on an exchange of emails in which a
19 senior Universal executive said that he and his team would be prepared to have such
20 discussions at that meeting. When the StudioCanal executives arrived, however, the
21 Universal team said they had not been told of any such plans, and confessed to being
22 unprepared to even *respond* to any claims, much less attempt to resolve them.

23 7. Communications since then with Universal have been similarly
24 unproductive. At the October meeting, Universal promised to provide StudioCanal
25 promptly with documents concerning its off-balance-sheet financing deals sufficient to
26 show StudioCanal that Universal did not have to share those benefits with its partner.
27 StudioCanal's auditors had requested these documents during their review. Yet despite
28 Universal's promise at the October 2012 meeting to provide these documents,

1 Universal has still failed to do so. Further, in late November and early December
2 2012, Universal promised to address a small group of claims that StudioCanal believed
3 were unassailable and readily resolved. That did not happen. In fact, Universal has
4 simply stopped communicating with StudioCanal at all—not even to acknowledge the
5 passing of dates by which Universal had promised a substantive response.

6 8. Even worse, after the October 2012 meeting, Universal stopped issuing
7 any more accounting statements and payments to StudioCanal for the motion pictures
8 covered under the 1999 joint venture agreement. StudioCanal has since made repeated
9 requests for the statements and payments for the period ending June 30, 2012.
10 Universal has ignored the requests. Universal has also failed to issue statements and
11 payments to StudioCanal for the period ending September 30, 2012.

12 9. In short, Universal is behaving as if its partner StudioCanal does not even
13 exist. It therefore gives StudioCanal no satisfaction to state that Universal has left its
14 partner and former sibling with no choice but to litigate these claims.

15
16 **The Parties**

17 10. Plaintiff StudioCanal is a California corporation that is, and at all times
18 herein mentioned was, qualified to do business in the State of California. It is a
19 wholly-owned subsidiary of StudioCanal SA, a corporation organized under the laws of
20 France, with its principal place of business near Paris, France.

21 11. StudioCanal is informed and believes, and on that basis alleges, that
22 Defendant Universal City Studios, LLC is a limited liability company, and a subsidiary
23 of NBCUniversal, LLC, a Delaware limited liability company, authorized to do
24 business in the State of California, and doing so, and that, at all times mentioned
25 herein, has maintained a principal place of business within Los Angeles County.

26 12. StudioCanal is informed and believes, and on that basis alleges, that
27 Defendant Universal City Studios, Inc. was a Delaware corporation, authorized to do
28

1 business in the State of California, and doing so, and that, at all times mentioned
2 herein, maintained a principal place of business within Los Angeles County.

3 13. In the last ten years, Universal City Studios, Inc. and Universal City
4 Studios, LLC have been bought and sold many times in transactions involving their
5 corporate parents. As a result of such transactions and of reorganizations under the
6 laws of their states of formation, Universal City Studios, Inc. and Universal City
7 Studios, LLC may have changed their names and/or become successors-in-interest to
8 the Universal-named entities that entered into the contracts with StudioCanal that are
9 at issue in this lawsuit. StudioCanal is informed and believes, and based thereon
10 alleges, that Defendants Universal City Studios, LLC and Defendant Universal City
11 Studios, Inc. (collectively, "Universal") are either the actual parties to these agreements
12 or successors-in-interest and are therefore the proper party defendants in this action.

13 14. The true names and capacities of Defendants Does 1 through 50 are
14 unknown to StudioCanal who therefore sues said Defendants by such fictitious names.
15 StudioCanal is informed and believes and thereupon alleges that each of the
16 Defendants designated herein as a fictitiously named defendant is, in some manner,
17 responsible for the events and happenings herein referred to, either contractually or
18 tortiously, and caused the damages to StudioCanal as herein alleged. StudioCanal will
19 amend this complaint to allege such true names and capacities when these facts are
20 ascertained.

21
22 **Allegations Common to All Causes of Action**

23 15. In 1999, StudioCanal entered into a joint venture with Universal and
24 formed a partnership for the development, financing, production, and distribution of
25 motion pictures to be developed and produced by Working Title Films Limited,
26 though a document titled "Memorandum Agreement." StudioCanal and Universal
27 amended and restated that contract in 2001 (the "Joint Venture Agreement").
28 StudioCanal hereby incorporates and alleges the Joint Venture Agreement as if fully set

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1 forth herein. Universal has a copy of the document and is familiar with its terms. The
2 Joint Venture Agreement contains a confidentiality provision prohibiting its public
3 filing. If requested, upon the entry of an appropriate protective order StudioCanal will
4 file under seal an amended pleading attaching the Joint Venture Agreement.

5 16. Pursuant to the Joint Venture Agreement, Universal and StudioCanal
6 agreed to co-finance and distribute theatrical motion pictures developed by Working
7 Title for a five-year term. As joint-venturers and partners, Universal owed a fiduciary
8 duty to StudioCanal.

9 17. Pursuant to the Joint Venture Agreement, StudioCanal and Universal
10 funded the development and production of theatrical motion pictures and, once each
11 motion picture was delivered, each partner distributed the motion picture in its
12 respective, pre-assigned territories. Each partner then collected the gross receipts
13 from such territories, deducted contractually-authorized expenses, and shared the
14 remaining revenues.

15 18. For the next five years, the joint venture developed and distributed
16 twenty-one motion pictures. At the conclusion of the Joint Venture Agreement's
17 term, the joint venture was sufficiently successful that StudioCanal and Universal
18 entered into a new joint venture agreement to continue their partnership. The
19 contract was titled the "Co-Financing and Distribution Agreement" ("CDA"). The
20 parties amended the CDA in 2007, 2008, and 2009. Universal has a copy of the CDA
21 and its amendments and is familiar with their terms. The CDA contains a
22 confidentiality provision prohibiting its public filing. If requested, upon the entry of
23 an appropriate protective order StudioCanal will file under seal an amended pleading
24 attaching the CDA and its amendments.

25 19. As Universal's partner, under the CDA StudioCanal continued to fund
26 the overhead and development expenses of Working Title, continued to finance the
27 production of motion pictures produced by Working Title, and continued to distribute
28 those motion pictures in the territories and media assigned to it.

1 20. During the terms of the Joint Venture Agreement and the CDA,
2 Universal provided StudioCanal with quarterly financial statements reporting on the
3 business of the Joint Venture Agreement and CDA. Universal represented that these
4 financial statements were accurate and complete. Facially, the financial statements did
5 not present any basis for StudioCanal to question their accuracy.

6 21. StudioCanal engaged auditors to review Universal's books and records
7 pertaining to the joint venture and to the motion pictures developed, produced, and
8 distributed under the Joint Venture Agreement and the CDA. Given the scope of
9 Universal's and StudioCanal's partnership, however, StudioCanal's auditors did not
10 audit all of Universal's accounting practices or all of the motion pictures developed,
11 financed, produced, and distributed pursuant to the Joint Venture Agreement and the
12 CDA. Instead, StudioCanal's auditors selected a sample of motion pictures and, of
13 those motion pictures, selected a sample of practices and transactions to review. In
14 Fall 2012, StudioCanal received reports from its auditors that reflected their work.

15 22. On October 10, 2012 StudioCanal delivered those audit reports to
16 Universal: (a) an October 2012 report prepared by Grant Thornton UK LLP
17 concerning development and overhead costs under the Joint Venture Agreement and
18 the CDA for the period January 1, 1999 to December 31, 2010; (b) an October 2012
19 report prepared by Grant Thornton UK LLP concerning production costs charged by
20 Universal on selected Working Title motion pictures; (c) a September 25, 2012 report
21 prepared by Green Hasson & Janks LLP concerning the "domestic" (United States
22 and Canada) distribution of six motion pictures, from inception through the
23 accounting period ending September 30, 2010; (d) an October 2012 report prepared by
24 Grant Thornton UK LLP concerning Universal's theatrical distribution of specified
25 motion pictures in listed foreign countries, from inception to June 30, 2010; and (e) an
26 October 2012 report prepared by Grant Thornton UK LLP concerning Universal's
27 home video distribution of specified motion pictures in listed foreign countries, from
28 inception to June 30, 2010 (collectively, the "Audit Reports").

1 23. Despite Universal's unwillingness, inability, and failure to provide
2 StudioCanal's auditors with complete information (by itself, a concern), the Audit
3 Reports revealed that Universal had improperly accounted for activities of the joint
4 venture, provided inaccurate and misleading financial statements to StudioCanal that
5 concealed these matters and, based on the work of the auditors, owed StudioCanal
6 tens of millions of dollars under the Joint Venture Agreement. It was only during the
7 auditing process in 2011 and 2012—itself delayed and hindered by Universal's lack of
8 cooperation and failure to maintain adequate records of the Joint Venture's and
9 Universal's activities—that StudioCanal uncovered these claims.

10 24. StudioCanal discovered multiple instances where Universal breached its
11 fiduciary duty to StudioCanal, breached agreements with StudioCanal, and made false
12 statements upon which StudioCanal relied to its detriment. Below are a few examples
13 of this improper conduct:

14 a. Universal funded and managed the development and overhead
15 operations of Working Title contrary to the terms of the Joint Venture
16 Agreement by, among other things: (i) failing to refund to StudioCanal overhead
17 and development costs for a motion picture, *The Interpreter*, that StudioCanal
18 elected not to fund, and (ii) charging to StudioCanal, and not refunding,
19 development costs for motion pictures produced *after* the joint venture
20 concluded;

21 b. Universal failed to account to StudioCanal for Universal's
22 distribution of motion pictures in accordance with the terms of the Joint
23 Venture Agreement by, among other things: (i) double-charging StudioCanal for
24 production fees and overhead costs; (ii) neglecting to account to StudioCanal
25 the full revenues generated by the motion pictures, including revenues from
26 copyright royalties, music publishing rights, clip rights, and other ancillary rights;
27 (iii) charging unsubstantiated home video manufacturing costs; and
28 (iv) deducting third-party participations from sums otherwise owed to

1 StudioCanal based on calculations of what those participation amounts might
2 turn out to be in the future (and, thus, in inflated amounts) instead of
3 Universal's actual payments to these third parties;

4 c. Universal withheld monies owed to StudioCanal for, among other
5 things: (i) excess contributions StudioCanal made toward the development of
6 motion pictures covered by the Joint Venture Agreement, and (ii) the revenues
7 obscured by Universal's improper accounting methods described above;

8 d. Universal failed to obtain or failed to properly account for vendor
9 rebates that reduced its expenses;

10 e. Universal failed to maintain books and records sufficient to allow
11 StudioCanal to conduct complete audits, and failed to maintain documents that
12 would purportedly corroborate millions of dollars in expenses and costs that
13 Universal deducted from gross revenues.

14 25. Universal also inhibited StudioCanal's auditors from performing their
15 work. Universal refused to respond to the auditors' inquiries concerning certain
16 expenses in Universal's financial statements. Universal declined to provide the
17 auditors with information about potential additional sources of revenue still
18 unaccounted for in Universal's statements.

19 26. And, because Universal did not provide StudioCanal's auditors with
20 complete records and because the auditors did not audit each motion picture, in each
21 territory for which Universal had distribution duties, in each form (medium) of
22 distribution, the auditors did not determine the total sum Universal owes StudioCanal
23 pursuant to the Joint Venture Agreement.

24 27. The CDA requires that claims related to Universal's obligations under
25 that agreement be resolved through a private arbitration. StudioCanal has served a
26 demand on Universal to commence that dispute resolution procedure, and intends to
27 pursue its claims on motion pictures covered by the CDA pursuant to it. The claims
28 currently known that arise from the Joint Venture Agreement are brought herein.

FIRST CAUSE OF ACTION

Breach of Fiduciary Duty Under the Joint Venture Agreement

(Against All Defendants)

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4 28. StudioCanal re-alleges and incorporates by this reference paragraphs 1-
5 27, above, as though set forth in full.

6 29. A valid and enforceable partnership and joint venture agreement existed
7 between StudioCanal, on the one hand, and Universal, on the other: the Joint Venture
8 Agreement. Pursuant to that agreement, both Universal and StudioCanal undertook to
9 fund the development and overhead expenses of Working Title, and to fund the
10 production of theatrical motion pictures, to distribute the motion pictures, and jointly
11 profit from that activity. At all relevant times, StudioCanal fully performed its
12 obligations under the Joint Venture Agreement.

13 30. By virtue of the joint-venture relationship, Universal owed StudioCanal a
14 fiduciary duty, which included the duty to act with the highest good faith towards
15 StudioCanal regarding the affairs of the joint venture.

16 31. StudioCanal is informed and believes, and on that basis alleges, that
17 Universal breached its fiduciary duty to StudioCanal and intended to cause injury to
18 StudioCanal by, among other things: (a) funding and managing the development and
19 overhead operations of Working Title contrary to the terms of the Joint Venture
20 Agreement; (b) failing to account to StudioCanal for Universal's distribution of
21 produced motion pictures in accordance with the terms of the Joint Venture
22 Agreement; (c) providing intentionally incomplete, inaccurate, and misleading financial
23 statements to StudioCanal; (d) withholding monies owed to StudioCanal; (e) failing to
24 maintain adequate record-keeping of the Joint Venture's and Universal's activities;
25 (f) refusing to provide to StudioCanal's auditors documentation and information
26 related to Universal's accounting treatment for motion pictures covered by the Joint
27 Venture Agreement; and (g) failing to issue accounting statements and payments,
28 starting with the accounting period ending on June 30, 2012. Because of the

1 necessarily limited nature of the audits and the resulting Audit Reports, the foregoing
2 is not intended to constitute a complete statement of each breach of fiduciary duty that
3 Universal committed against StudioCanal.

4 32. As a direct and proximate result of Universal's breach of fiduciary duty,
5 StudioCanal has suffered millions of dollars of monetary damages, in an amount to be
6 proven at trial.

7 33. Universal's breach a fiduciary duty was willful, oppressive, and malicious.
8 As a result, StudioCanal is entitled to an award of punitive damages.

9 10 **SECOND CAUSE OF ACTION**

11 **Constructive Fraud Arising From the Joint Venture Agreement** 12 **(Against All Defendants)**

13 34. StudioCanal re-alleges and incorporates by this reference paragraphs 1-
14 33, above, as though set forth in full.

15 35. The Joint Venture Agreement created a valid and enforceable partnership
16 and joint venture between StudioCanal, on the one hand, and Universal, on the other.
17 Pursuant to that agreement, both Universal and StudioCanal undertook to fund the
18 development and overhead expenses of Working Title, and to fund the production of
19 theatrical motion pictures, to distribute the motion pictures, and jointly profit from
20 that activity. At all relevant times, StudioCanal fully performed its obligations under
21 the Joint Venture Agreement.

22 36. By virtue of the joint-venture relationship, Universal owed StudioCanal a
23 fiduciary duty to act with the highest good faith towards StudioCanal regarding the
24 affairs of the joint venture.

25 37. StudioCanal is informed and believes, and on that basis alleges, that
26 Universal breached its fiduciary duty to StudioCanal and intended to cause injury to
27 StudioCanal as described in the First Cause of Action. For example, Universal
28 breached its fiduciary duty by, among other things: (a) failing to refund to StudioCanal

1 overhead and development costs for a motion picture, *The Interpreter*, that StudioCanal
2 elected not to fund; (b) charging StudioCanal, and not refunding, development costs
3 for motion pictures—including *Birdsong*, *Tinker Tailor*, and *Rush*—produced *after* the
4 joint venture concluded; (c) withholding from StudioCanal the return of excess
5 contributions StudioCanal made toward the development of motion pictures covered
6 by the Joint Venture Agreement; (d) double-charging StudioCanal for production fees
7 and overhead costs; (e) neglecting to account to StudioCanal or share with StudioCanal
8 the full revenues generated by the motion pictures covered by the Joint Venture
9 Agreement, including revenue from copyright royalties, music publishing rights, clip
10 rights, and other ancillary rights; and (f) charging unsubstantiated home video
11 manufacturing costs. Because of the necessarily limited nature of the audits and the
12 resulting Audit Reports, the foregoing is not intended to constitute a complete
13 statement of each breach of fiduciary duty that Universal committed against
14 StudioCanal.

15 38. Universal concealed its fiduciary breaches from StudioCanal by
16 repeatedly providing StudioCanal with inaccurate and misleading financial statements.

17 39. StudioCanal justifiably relied on Universal's misleading financial
18 statements as complete and accurate accountings of the business of the joint venture
19 and, on that basis, did not detect Universal's breaches for many years.

20 40. As a direct and proximate result of StudioCanal's justifiable reliance on
21 Universal's conduct and misrepresentations, Universal gained an advantage over
22 StudioCanal by retaining for itself significant sums of money that rightfully belonged
23 to StudioCanal. Because Universal owed a fiduciary duty to StudioCanal as a partner
24 and joint-venturer, Universal's conduct towards StudioCanal and StudioCanal's
25 reliance thereon constitutes constructive fraud.

26 41. As a direct and proximate result, StudioCanal suffered damages in an
27 amount to be proven at trial.
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1 42. Universal's constructive fraud was willful, oppressive, and malicious. As
2 a result, StudioCanal is entitled to an award of punitive damages.
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4 THIRD CAUSE OF ACTION

5 **Breach of Contract**

6 **(Against All Defendants)**

7 43. StudioCanal re-alleges and incorporates by this reference paragraphs 1-
8 27, above, as though set forth in full.

9 44. The Joint Venture Agreement is a valid, enforceable, and binding
10 contract between StudioCanal, on the one hand, and Universal, on the other.

11 45. At all relevant times, StudioCanal fully performed its obligations under
12 the Joint Venture Agreement.

13 46. Universal materially breached the Joint Venture Agreement by, among
14 other things: (a) funding and managing the development and overhead operations of
15 Working Title contrary to the terms of the Joint Venture Agreement; (b) failing to
16 account to StudioCanal for Universal's distribution of produced motion pictures in
17 accordance with the terms of the Joint Venture Agreement; (c) providing incomplete,
18 inaccurate, and misleading financial statements to StudioCanal; (d) withholding monies
19 owed to StudioCanal; (e) failing to maintain adequate record-keeping of the Joint
20 Venture's and Universal's activities, including records that purportedly corroborated
21 millions of dollars in expenses and costs Universal deducted from gross revenues;
22 (f) refusing to provide to StudioCanal's auditors documentation and information
23 related to Universal's accounting treatment for motion pictures covered by the Joint
24 Venture Agreement; and (g) failing to issue accounting statements and payments,
25 starting with the accounting period ending on June 30, 2012. Because of the
26 necessarily limited nature of the audits and the resulting Audit Reports, the foregoing
27 is not intended to constitute a complete statement of each breach of contract that
28 Universal committed against StudioCanal.

1 47. As a direct and proximate result of Universal's breaches, StudioCanal has
2 suffered damages in an amount to be proven at trial.

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4 **FOURTH CAUSE OF ACTION**

5 **Breach of the Implied Covenant of Good Faith and Fair Dealing**
6 **(Against All Defendants)**

7 48. StudioCanal re-alleges and incorporates by this reference paragraphs 1-
8 27, above, as though set forth in full.

9 49. The Joint Venture Agreement contains an implied covenant that
10 Universal will act toward StudioCanal in good faith and with fair dealing. The implied
11 covenant imposes upon Universal the duty not to take any action with the motive to,
12 or that would, frustrate StudioCanal's enjoyment of its rights or benefits under the
13 Joint Venture Agreement.

14 50. Universal breached the covenant of good faith and fair dealing implied in
15 the Joint Venture Agreement by taking action to frustrate StudioCanal's enjoyment of
16 its rights, including, among other things: (a) failing to account reasonably to
17 StudioCanal for revenues generated by Joint Venture Agreement motion pictures
18 whose distribution rights were licensed collectively with motion pictures that were not
19 part of the joint venture; (b) failing to account reasonably for revenues generated by
20 the license of Internet-based distribution rights; (c) failing to account reasonably for
21 product placement agreements; (d) failing to obtain or failing to account reasonably for
22 vendor rebates; (e) deducting third-party participations from sums otherwise owed to
23 StudioCanal based on calculations of what those participation amounts might turn out
24 to be in the future (and, thus, in inflated amounts) instead of Universal's actual
25 payments to these third parties; and (f) failing to provide StudioCanal's auditors with
26 information about potential sources of additional revenue unaccounted for in
27 Universal's financial statements. Because of the necessarily limited nature of the audits
28 and the resulting Audit Reports, the foregoing is not intended to constitute a complete

1 statement of each breach of the implied covenant of good faith and fair dealing that
2 Universal committed against StudioCanal.

3 51. As a direct and proximate result of these breaches of the implied
4 covenant of good faith and fair dealing, StudioCanal has been damaged in an amount
5 to be proven at trial.

6 **FIFTH CAUSE OF ACTION**

7 **Account Stated**

8 **(Against All Defendants)**

9
10 52. StudioCanal re-alleges and incorporates by this reference paragraphs 1-
11 27, above, as though set forth in full.

12 53. Pursuant to the Joint Venture Agreement, Universal obligated itself to
13 provide StudioCanal with reasonably detailed accounting statements for each motion
14 picture covered by the Joint Venture Agreement, and to issue such statements to
15 StudioCanal within 90 days of the close of each accounting quarter ("Quarterly
16 Reports").

17 54. Each Quarterly Report is required to provide a statement of the aggregate
18 gross receipts Universal received for each quarterly accounting period, as well as such
19 gross receipts received on a cumulative basis, dating back to the subject motion
20 picture's release. Such Quarterly Reports are to also provide a statement of permitted
21 deductions from such gross receipts, again reporting on a cumulative basis, leaving a
22 balance due StudioCanal on account of each subject motion picture.

23 55. Such Quarterly Reports constitute a written account stated between the
24 parties for each subject motion picture and a statement of a balance due and owing to
25 StudioCanal. Universal agreed in the Joint Venture Agreement to pay StudioCanal all
26 amounts owing on each such account stated for each subject motion picture.
27
28

1 56. As described above and as discovery is likely to uncover, Universal has
2 failed to pay StudioCanal the sums owing pursuant to each account stated, despite
3 demand from StudioCanal.

4 57. There is now due, owing, and unpaid from Universal to StudioCanal
5 sums in excess of the jurisdictional minimum of this Court but not less than several
6 million dollars, plus interest thereon, from and after the date Universal failed to pay
7 each such account stated. StudioCanal is prepared to amend this pleading to state the
8 precise amounts and dates of each such account stated when it has completed the
9 necessary discovery.

10 58. There is now due, owing, and unpaid from Universal to StudioCanal a
11 sum to be proven at trial.

12
13 **SIXTH CAUSE OF ACTION**

14 **Accounting**

15 **(Against All Defendants)**

16 59. StudioCanal re-alleges and incorporates by this reference paragraphs 1-
17 27, above, as though set forth in full.

18 60. Pursuant to the Joint Venture Agreement, Universal obligated itself to
19 provide StudioCanal with reasonably detailed Quarterly Reports.

20 61. Each Quarterly Report is required to provide a statement of the aggregate
21 gross receipts Universal received for each quarterly accounting period, as well as such
22 gross receipts received on a cumulative basis, dating back to the release of each motion
23 picture covered by the Joint Venture Agreement. Such Quarterly Reports are to also
24 provide a statement of permitted deductions from such gross receipts, again reporting
25 on a cumulative basis, leaving a balance due StudioCanal on account of each subject
26 motion picture.
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62. During the term of the Joint Venture Agreement, Universal generated gross receipts from its exploitation of the subject motion pictures, a portion of which is due StudioCanal.

63. As described above and as discovery is likely to uncover, Universal failed to account to StudioCanal the true and complete sums owing pursuant to Joint Venture Agreement, despite demand from StudioCanal.

64. In addition, Universal has failed to issue accounting statements at all, starting with the accounting period ending on September 30, 2012.

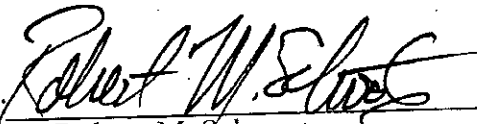
65. As a result, the amount due to StudioCanal related to the subject motion pictures is unknown to StudioCanal and cannot be ascertained without an accurate accounting from Universal for each subject motion picture.

WHEREFORE, StudioCanal prays for judgment as follows:

1. An award of actual and compensatory damages, in an amount to be proven at trial;
2. An award of punitive damages;
3. An accounting;
4. An award of costs of suit herein;
5. An award of attorneys' fees; and
6. Such other and further relief as the Court deems just and proper.

Dated: February 28, 2013

Robert M. Schwartz
James M. Pearl
Harrison A. Whitman
Nikolas A. Primack
O'MELVENY & MYERS LLP

By: 
Robert M. Schwartz
Attorneys for Plaintiff StudioCanal (US)

02/28/2013

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JOHN A. CLARKE, CLERK
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BY MARY FLORES, DEPUTY

BC 501926

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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TELEPHONE NO.: (310) 553-6700 FAX NO.: (310) 246-6779
ATTORNEY FOR (Name): StudioCanal (US)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk (County) Courthouse

CASE NAME:
StudioCanal (US) v. Universal City Studios, LLC, et al.

CASE NUMBER:

JUDGE:

DEPT:

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)

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 P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other P/IPD/W/D (23)

Non-P/IPD/W/D (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-P/IPD/W/D 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): Six Causes of Action (continued on Attachment A)

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: February 28, 2013

Robert M. Schwartz

(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.

CIVIL CASE COVER SHEET

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

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

Attachment A to Civil Case Cover Sheet

4. Number of causes of action (specify): Six causes of action

- First Cause of Action for Breach of Fiduciary Duty
- Second Cause of Action for Constructive Fraud
- Third Cause of Action for Breach of Contract
- Fourth Cause of Action for Breach of the Implied Covenant of Good Faith and Fair Dealing
- Fifth Cause of Action for Account Stated
- Sixth Cause of Action for Accounting

DEADLINE.COM

SHORT TITLE: StudioCanal (US) v. Universal City Studios, LLC

CASE NUMBER

BC501926

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

This form is required pursuant to 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 ¹⁰ HOURS/ DAYS

Item II. Indicate 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 Local Rule 2.0.

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

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- Location of Labor Commissioner Office.

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE: StudioCanal (US) v. Universal City Studios, LLC

CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
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.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.

Employment

Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.

Contract

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 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 checked="" 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.

Real Property

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

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- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Judicial Review

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
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.
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.

02/28/2019

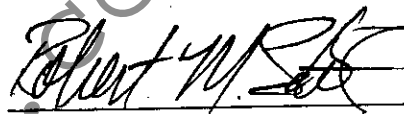
SHORT TITLE: StudioCanal (US) v. Universal City Studios, LLC	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for 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: Optional Filing in Central District pursuant to Los Angeles County Court Rules No. 2.3(B)	
	CITY:	STATE:

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 Stanley Mosk (County) courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: February 28, 2013


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
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.

02/28/2013