

FREEDMAN & TAITELMAN, LLP
Bryan J. Freedman (SBN 151990)
Steven E. Formaker (SBN 93906)
Steven B. Stiglitz (SBN 222667)
1901 Avenue of the Stars, Suite 500
Los Angeles, California 90067
Tel: (310) 201-0005
Fax: (310) 201-0045

Attorneys for Plaintiffs Brad Krevoy
and Steve Stabler

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

STEVE STABLER, an individual; BRAD
KREVOY, an individual,

Plaintiffs,

v.

RED GRANITE PICTURES, INC., a
California corporation; RIZA SHAHRIZ BIN
ABDUL AZIZ a/k/a RIZA AZIZ, an
individual; CHRISTOPHER MCFARLAND a/
k/a JOEY MCFARLAND, an individual;
and DOES 1 to
100,

Defendants.

CASE NO. BC 515978

(Consolidated with Case No. BC 515126
[Lead Case])

[Assigned to Hon. Deirdre Hill,
Department 49]

FIRST AMENDED COMPLAINT FOR:

**(1) INTERFERENCE WITH
CONTRACTUAL RELATIONS**

(2) BREACH OF CONTRACT

(3) SPECIFIC PERFORMANCE

**(4) BREACH OF COVENANT OF
GOOD FAITH AND FAIR DEALING**

**(5) VIOLATION OF RACKETEER
INFLUENCED AND CORRUPT
ORGANIZATIONS ACT**

Plaintiffs Steve Stabler (“Stabler”) and Brad Krevoy (“Krevoy”) (collectively,
“Plaintiffs”) complain and allege as follows:

SUMMARY OF ACTION

1. This lawsuit concerns a pattern of unlawful and unethical conduct by Red Granite

Pictures, Inc. (“Red Granite”) and its owners, Riza Shahriz Bin Abdul Aziz a/k/a Riza Aziz (“Shahriz Bin Abdul Aziz”), a stepson of Malaysian Prime Minister Najib Razak, and Christopher McFarland a/k/a Joey McFarland (“McFarland”). Red Granite has established a pattern of using Shahriz Bin Abdul Aziz's family money to buy motion picture franchises from the studios that developed them and purporting to assume the studios' obligations relating to the franchises, but then renege on contractual obligations to the key talent. In this case, Red Granite, McFarland, and Shahriz Bin Abdul Aziz (collectively, “Defendants”) are attempting to squeeze out Plaintiffs from the production of the planned motion picture “Dumb and Dumber To” (the “Sequel”). The Sequel is a sequel to the hit 1994 motion picture “Dumb and Dumber” (the “Original”). The Original was produced by Plaintiffs, pursuant to a written producer agreement with New Line Cinema that specifically provided for Plaintiffs to have “a right of first negotiation” to produce sequels and/or remakes on terms at least as favorable as on the Original. That term, which is commonly used in the entertainment industry, means that New Line Cinema agreed to pay Plaintiffs at least the same compensation on a sequel as it paid Plaintiffs on the Original, even if New Line Cinema decided to hire another producer for the sequel (so long as Plaintiffs were willing and able to produce the sequel).

2. Due to the success of the Original, there was huge demand from international sales agents and distributors for a sequel to the Original, as long as any such sequel would star Jim Carey and Jeff Daniels, be directed by the Farrelly Brothers and be produced by Krevoy, Stabler, and Charles Wessler. In connection with marketing the rights to a sequel of the Original, New Line Cinema and the creative team of Peter and Bobby Farrelly, Charles Wessler, Bradley Thomas, and Mark Fisher created a production budget that was submitted to prospective buyers, and Plaintiffs were included in this budget. Based on the mutual understanding that Plaintiffs would be hired to produce the Sequel, Plaintiffs worked long hours to arrange for independent production funding and for distribution of the Sequel. As a result of this process, the value of the rights to the Sequel was enhanced. Based in part on the value that Plaintiffs had created, Red Granite made an attractive financial proposal to acquire the rights to the Sequel, which New Line

Cinema and Warner Bros. decided to accept. Plaintiffs were part of the process with Creative Artists Agency's efforts to arrange for Red Granite ultimately to acquire the rights to the Sequel from New Line Cinema and Warner Bros., unknowingly leading to Plaintiffs' own exclusion from continuing to work on the franchise they helped found more than a decade ago.

3. Despite Plaintiff's substantial contribution to the Original and to the initial development of the Sequel, McFarland and Shahriz Bin Abdul Aziz caused New Line Cinema to wash its hands of Plaintiffs' agreement and Red Granite to renege on the obligations to Plaintiffs that it purported to assume from New Line Cinema and Warner Bros. Red Granite, McFarland and Shahriz Bin Abdul Aziz maliciously created this scheme to deprive Plaintiffs of their contractual right to payment from New Line Cinema and Warner Bros. in connection with the Sequel, which justifies the imposition of punitive damages to discourage such misconduct in the future. Even though Warner Bros. and New Line Cinema may have a financial incentive to remain silent in connection with this dispute, they have been 100% supportive of Plaintiffs position that they are legally entitled to payment from Red Granite, as outlined in the contract that Red Granite assumed from New Line Cinema and Warner Bros.

4. Defendants' unlawful and unethical conduct follows a pattern that they established when Red Granite purchased the rights to the motion picture "The Wolf of Wall Street" from Warner Bros. and then reneged on Alexandra Milchan's producer deal. McFarland's and Shahriz Bin Abdul Aziz's misconduct and hubris will cause Red Granite to crash and burn. The latest episode of misconduct has put in doubt whether McFarland and Shahriz Bin Abdul Aziz will honor their commitments to any of the key talent working on the Sequel, and no one in Hollywood will trust McFarland and Shahriz Bin Abdul Aziz enough to take employment on their projects in the future because they will risk not getting their full compensation. Further, McFarland and Shahriz Bin Abdul Aziz lack the experience necessary to successfully produce motion pictures themselves. Although Red Granite apparently has family money from Shahriz Bin Abdul Aziz, Red Granite will not succeed with money alone because McFarland's and Shahriz Bin Abdul Aziz's experience

producing motion pictures during their short tenure in the industry consists of cavorting at nightclubs with Paris Hilton and making dinner reservations at posh nightclubs in New York and Los Angeles.

5. Plaintiffs are well known Hollywood producers, who have worked in the motion picture and television production business for more than 25 years. Their projects have generated more than \$1 billion in worldwide revenue, and the motion picture and television projects they have produced and distributed have garnered Academy Awards, Emmy, Golden Globe, WGA, DGA, SAG and numerous other awards and nominations. Among other positions, Plaintiffs ran production, marketing and distribution for Orion Pictures prior to the company's sale to MGM/UA, served on the board of IFTA and are members of the Academy of Motion Picture Arts and Sciences.

THE PARTIES

6. Stabler is, and at all relevant times was, an individual residing in the county of Los Angeles, California.

7. Krevoy is, and at all relevant times was, an individual residing in the county of Los Angeles, California.

8. Plaintiffs allege on information and belief that Defendant Red Granite is, and at all relevant times was, a corporation organized under the laws of the State of California, with its principal place of business in the county of Los Angeles, California.

9. Plaintiffs allege on information and belief that Defendant Shahriz Bin Abdul Aziz is, and at all relevant times was, a resident of the State of California, City of Los Angeles.

10. Plaintiffs allege on information and belief that Defendant McFarland is, and at all relevant times was, a resident of the State of California, City of Los Angeles.

11. The true names and capacities of Defendants named herein as Does 1 through 100 are unknown to Plaintiffs, who, therefore, sue these Defendants by such fictitious names.

Plaintiffs will amend this complaint to show the true names and capacities of the Doe Defendants when they have been ascertained. Plaintiffs are informed and believe and thereon allege that each of the named Defendants and Does 1 through 100, and each of them were responsible in some manner for the acts and transactions hereinafter alleged

and are liable to Plaintiffs therefore.

12. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned each of the Defendants was the agent and/or employee of the other Defendants, and at all times herein mentioned was acting within the scope of such agency and/or employment.

BACKGROUND FACTS

13. Plaintiffs are well known Hollywood producers, who have worked in the motion picture and television production business for more than 25 years. Their projects have generated more than \$1 billion in worldwide revenue and the motion picture and television projects they have produced and distributed have garnered Academy Awards, Emmy, Golden Globe, WGA, DGA, SAG and numerous other awards and nominations. Among other positions, Plaintiffs ran production, marketing and distribution for Orion Pictures prior to the company's sale to MGM/UA, served on the board of IFTA and are members of the Academy of Motion Picture Arts and Sciences.

14. In connection with the production of the Original, New Line Cinema entered into a letter agreement, dated as of March 1, 1994, with the writers, producers, and director of the motion picture to set terms for their services (the "Written Agreement"). The Written Agreement was signed by, among others: Margaret Blatner on behalf of New Line Cinema Productions, Inc.; Ben Zinkin on behalf of New Line Cinema; Krevoy; and Stabler. A copy of the Written Agreement, with social security numbers redacted, is attached hereto as Exhibit A.

15. Paragraph 3 of the Written Agreement states the amount of the agreed-upon Producer Fees. It states, in relevant part: "Subject to the terms and conditions of this letter agreement, the Producer's fees shall be \$600,000 in the aggregate (payable 20/60/10/10) to be divided amongst them in equal shares. Likewise, the Producers and the Director shall receive, in the aggregate, divided in equal shares, 50% of 100% of New Line's net profits from the Picture from all sources, reducible by all other participations* to a hard floor of 15% of 100% of the net profits. Video revenues shall be included in New Line's gross revenues at a 25% royalty with no distribution fees." The term

“Producers” is defined in the Written Agreement as “Charles Wessler, Steve Stabler and Brad Krevoy.” The term “(payable 20/60/10/10)” refers to the timing of payment of the front end compensation, with the first 20% portion due during pre-production, and the remainder due at other milestones during the production process.

16. Paragraph 7 of the Written Agreement provides for Plaintiffs to have a right of first negotiation for sequels and remakes on terms at least as favorable as their terms for producing the Original. It states, in relevant part: “All other terms and conditions of Writers', Producers' and Director's deals shall be subject to the provisions of the WGA and DGA Basic Agreements and to New Line's standard form agreements (which include, without limitation, provisions regarding default, disability, force majeure, rights of first negotiation for sequels and remakes* . . . no injunction relief and California law and jurisdiction), which standard form agreements may be subject to modification after good faith negotiation within New Line's customary parameters.” In the foregoing paragraph, the * is handwritten, and in the margin, the Written Agreement contains a handwritten notation stating, “* with a floor of this deal.”

17. In the entertainment industry, the standard definition of a “right of first negotiation” “with a floor of this deal” for a producer deal includes that the studio will pay the producer at least the same compensation on a sequel as it paid on the original, even if the studio decides to hire another producer for the sequel, so long as the producer is willing and able to produce the sequel.

18. In 2003, New Line Cinema made “Dumb and Dumberer” (the “Prequel”), a prequel to the Original. In connection with the Prequel, New Line Cinema honored Plaintiff's right of first negotiation, and therefore paid Plaintiffs at least their floor compensation from the Original even though Plaintiffs were not retained to produce the Prequel and even though Plaintiffs did not threaten legal action. New Line Cinema's decision to pay Plaintiffs at least their “floor” compensation in connection with the Prequel demonstrates that the foregoing Written Agreement and New Line Cinema's standard form producer agreement clearly required New Line Cinema to honor Plaintiffs' right of first negotiation

19. At all times during the development of the screenplay for the Sequel by New Line Cinema, Plaintiffs were part of the process with the expectation they and Wessler would produce the Sequel. Even after New Line Cinema and Warner Bros. decided to sell the rights to the Sequel, Plaintiffs participated in efforts to secure financing proposals from international distributors and domestic distributors. Plaintiffs also were part of the creative team presented to potential buyers of the rights to the Sequel. As such, New Line Cinema and the creative team of Peter and Bobby Farrelly, Charles Wessler, Bradley Thomas, and Mark Fisher created a production budget that was submitted to prospective buyers, and Plaintiffs were included in this budget. Even after Red Granite acquired the rights to the Sequel, Plaintiffs continued to work on the project. For example, Plaintiffs brought deals to Red Granite to increase the production funding via increased tax credits, promotion dollars for shooting a scene in a particular high tech hotel for the “Ted” conference scene in the script, as well as product placement deals that could be used to enhance the theatrical release of the movie in North America.

20. Now, McFarland and Shahriz Bin Abdul Aziz have caused Red Granite to go forward with production of the Sequel without Plaintiffs. Plaintiffs are informed and believe and thereon allege that pre-production began on July 15, 2013, and that production of the Sequel is well underway. Pursuant to the terms of the Written Agreement, Plaintiffs are entitled to a minimum of \$400,000 in front end compensation, 20% of which was due during pre-production, and a portion of that is due upon commencement thereof. McFarland and Shahriz Bin Abdul Aziz have caused Red Granite to refuse to honor Plaintiffs' right of first negotiation or to provide any compensation to Plaintiffs whatsoever in connection with the Sequel. Further, such compensation is currently due and owing to Plaintiffs because Red Granite has begun production of the Sequel.

FIRST CAUSE OF ACTION

**(Interference with Contractual Relations against Red Granite,
Shahriz Bin Abdul Aziz, McFarland, and Does 1 through 100, Inclusive)**

21. Plaintiffs recite, and incorporate herein by reference as if set forth in full

paragraphs 1 through 20 above.

22. Plaintiffs are parties to the Written Agreement with New Line Cinema. Pursuant to the Written Agreement, Plaintiffs are entitled to a right of first negotiation to produce the Sequel on terms at least as favorable as they produced the Original. The right of first negotiation entitles Plaintiffs to at least their floor compensation even if they are not retained to produce the Sequel, as long as they are willing and able to perform such services.

23. Plaintiffs have never released New Line Cinema from its obligations pursuant to the Written Agreement, despite any purported agreements between Defendants and New Line Cinema regarding the allocation of such obligations between them.

24. Plaintiffs are informed and believe and thereon allege that Defendants have begun production of the Sequel.

25. Plaintiffs have performed all of their obligations under the terms of the Written Agreement, including any obligation to be willing and able to produce the Sequel, and/or Plaintiffs have been excused from such obligations by the prior breach by New Line Cinema, Warner Bros. and/or Red Granite.

26. Pursuant to Written Agreement, Plaintiffs were entitled to a right of first negotiation, under which New Line Cinema and Warner Bros. were required to offer them the right to produce the Sequel on terms no less favorable to Plaintiffs than the terms under which they produced the Original. No such offer was ever made to Plaintiffs. At all relevant times, Plaintiffs have been ready and willing to perform production services in connection with the Sequel.

27. Plaintiffs are informed and believe and thereon allege that Red Granite, McFarland and Shahriz Bin Abdul Aziz have discouraged New Line Cinema and Warner Bros. from honoring the right of first negotiation so that Red Granite can disingenuously dispute the existence of such an obligation. Red Granite, McFarland and Shahriz Bin Abdul Aziz have thereby induced New Line Cinema and Warner Bros. to breach their contract with Plaintiffs.

28. Neither New Line Cinema nor Warner Bros. has paid any compensation to

Plaintiffs in connection with the Sequel.

29. Plaintiffs are informed and believe and thereon allege that New Line Cinema's and Warner Bros.'s failure to honor Plaintiffs' right of first negotiation has occurred as a proximate result of the misconduct by Red Granite, McFarland and Shahriz Bin Abdul Aziz alleged herein.

30. Thus, as a proximate result of the misconduct by Red Granite, McFarland and Shahriz Bin Abdul Aziz alleged herein, Plaintiffs have suffered damages far in excess of the minimum jurisdiction of this Court and subject to proof at trial, including without limitation, elimination of Plaintiffs' role in connection with the Sequel, reduced ability to garner awards and recognition in connection with the Sequel, lost credit that Plaintiffs would have received, and lost compensation to Plaintiffs for both the Sequel itself and for any subsequent sequels, remakes, or derivative works.

31. In doing the things herein alleged, Red Granite, McFarland and Shahriz Bin Abdul Aziz acted with malice, oppression, and fraud as those terms are defined by California Civil Code Section 3294. Red Granite, McFarland and Shahriz Bin Abdul Aziz, accomplished these acts with a conscious disregard for Plaintiffs' rights. Therefore, Plaintiffs are entitled to punitive damages in accordance with proof at trial.

SECOND CAUSE OF ACTION

(Breach of Contract against Red Granite, and Does 1 through 100, Inclusive)

32. Plaintiffs reallege, and incorporate herein by reference as if set forth in full, paragraphs 30 above.

33. Plaintiffs are informed and believe and thereon allege that Red Granite has acquired the rights to distribute the Sequel and assumed any obligations that New Line Cinema and/or Warner Bros. had in connection therewith.

34. Pursuant to the Written Agreement, the obligations that Red Granite assumed include the obligation to give Plaintiffs the right of first negotiation to produce the Sequel on terms at least as favorable as New Line Cinema agreed to retain them to produce the Original.

35. A portion of Red Granite's obligation to pay Plaintiffs' compensation has matured

in that Red Granite has begun pre-production of the sequel.

36. McFarland and Shahriz Bin Abdul Aziz have caused Red Granite to disavow any obligation to honor Plaintiffs' right of first negotiation in connection with the Sequel and has refused to pay any compensation to Plaintiffs in connection therewith. Thus, even to the extent certain compensation would not be owed yet pursuant to the Written Agreement, Red Granite has anticipatorily breached such payment obligations.

37. Plaintiffs have performed all of their obligations under the terms of the Written Agreement, including any obligation to be willing and able to produce the Sequel, and/or Plaintiffs have been excused from such obligations by the prior breach by New Line Cinema, Warner Bros. and/or Red Granite.

38. As a proximate result of the Red Granite's breach, as set forth hereinabove, Plaintiffs have suffered damages, and will continue to suffer damages, including, without limitation, elimination of Plaintiffs role in connection with the Sequel, reduced ability to garner awards and recognition in connection with the Sequel, lost credit that they would have received, and lost compensation to Plaintiffs for both the Sequel itself and for any subsequent sequels, remakes, or derivative works, all in an amount in excess of the jurisdictional limits of this Court, subject to proof at trial.

THIRD CAUSE OF ACTION

(Specific Performance against Red Granite and Does 1 through 100, Inclusive)

39. Plaintiffs reallege, and incorporate herein by reference as if set forth in full, paragraphs 1 through 38 above.

40. The Written Agreement provides that Plaintiffs are entitled to be accorded on-screen and paid ad credit in the form of "A Brad Krevoy/Steve Stabler/Charles Wessler Production," and "Produced by Charles Wessler, Steve Stabler, and Brad Krevoy." The credits called for under the Written Agreement are part of the minimum contractual benefits that Plaintiffs are entitled to receive under their right of first negotiation when any sequel to the Original is made.

41. The Written Agreement, including its right of first negotiation, was reasonable as to New Line when it was made, and is reasonable as to Red Granite today. The Written

Agreement was supported by adequate consideration.

42. Red Granite has disclaimed any obligation to honor the right of first negotiation provided under the Written Agreement.

43. Film credits are a valuable form of advertising or publicity for those who are involved in the creation of a motion picture franchise, such as “Dumb and Dumber” and its sequels. Such credits are vital to allowing a filmmaker to garner awards and acclaim for his creative work, and increase the ability of the filmmaker obtain future opportunities in the entertainment industry.

44. The legal remedies available to Plaintiffs for the deprivation of the film credits for “Dumb and Dumber To” are inadequate in that (a) an accurate assessment of the damages resulting from such deprivation may be difficult to ascertain, and (b) a multiplicity of suits might be required to redress the deprivation of the credits when the film is exhibited in the future in various media and platforms.

45. Plaintiffs request an order decreeing specific performance of the obligation to accord Plaintiffs the on-screen and paid ad credits to which they are entitled under the Written Agreement. Specifically, Plaintiffs seek an order requiring Red Granite to accord to Plaintiffs credits in the form of “A Brad Krevoy/Steve Stabler/Charles Wessler Production,” and “Produced by Charles Wessler, Steve Stabler, and Brad Krevoy” on-screen in all copies of the Sequel distributed in any media, and in all paid ads for the Sequel.

FOURTH CAUSE OF ACTION

**(Breach of Covenant of Good Faith and Fair Dealing against Red Granite
and Does 1 through 100, Inclusive)**

46. Plaintiffs reallege, and incorporate herein by reference as if set forth in full, paragraphs 1 through 45 above.

47. The Written Agreement carried with it an attendant obligation of good faith and fair dealing by New Line Cinema, which has been assumed by Red Granite. That obligation of good faith and fair dealing included, among other things, an obligation to negotiate with Plaintiff in good faith regarding the retention of Plaintiffs to produce the

Sequel on terms at least as favorable as those pursuant to which they produced the Original, subject to further negotiation for higher compensation, since Plaintiffs were willing and able to produce the Sequel.

48. Plaintiffs are informed and believe and thereon allege that Red Granite has acquired the rights to distribute the Sequel and assumed any obligations that New Line Cinema and/or Warner Bros. had in connection therewith.

49. Pursuant to the Written Agreement, the obligations that Red Granite assumed include the obligation to give Plaintiffs the right of first negotiation to produce the Sequel on terms at least as favorable as New Line Cinema agreed to retain them to produce the Original.

50. McFarland and Shahriz Bin Abdul Aziz have caused Red Granite to breach the covenant of good faith and fair dealing incorporated in the Written Agreement by failing and refusing to negotiate with Plaintiffs regarding the retention of Plaintiffs to produce the Sequel.

51. Plaintiffs have performed all of their obligations under the terms of the Written Agreement, including any obligation to be willing and able to produce the Sequel, and/or Plaintiffs have been excused from such obligations by the prior breach by New Line Cinema, Warner Bros. and/or Red Granite.

52. As a proximate result of the Red Granite's breach, as set forth hereinabove, Plaintiffs have suffered damages, and will continue to suffer damages, including, without limitation, elimination of Plaintiffs role in connection with the Sequel, reduced ability to garner awards and recognition in connection with the Sequel, lost credit that they would have received, and lost compensation for the Sequel itself and any subsequent sequels, remakes, or derivative works, all in an amount in excess of the jurisdictional limits of this Court, subject to proof at trial.

FIFTH CAUSE OF ACTION

(Violation of the Racketeer Influenced and Corrupt Organizations Act

against Shahriz Bin Abdul Aziz, McFarland, and Does 1 through 100, Inclusive)

53. Plaintiffs recite, and incorporate herein by reference as if set forth in full

paragraphs 1 through 52 above.

54. Red Granite is an enterprise that is engaged in interstate commerce within the United States through the production of motion pictures. Red Granite is funded with monies that include proceeds from offenses against a foreign nation that involve bribery of public officials, or misappropriation, theft, or embezzlement of public funds by a public official. Plaintiffs are informed and believe that public officials in Asia and the Middle East have taken bribes and/or misappropriated, stolen or embezzled funds, and that those ill-gotten funds have then been invested in Red Granite.

55. Defendants Shahriz Bin Abdul Aziz and McFarland are associated with Red Granite, and participate directly in the conduct of Red Granite's affairs.

56. Defendants have engaged in a pattern of racketeering activity, in that they have engaged in multiple financial transactions within the United States – including financing of “The Wolf of Wall Street” and then separately financing “Dumb and Dumber To” – with knowledge that the property involved represented the proceeds of illegal activity and with knowledge that the transactions were designed to conceal the nature, location, source, ownership, or control of the proceeds of the illegal activity, all in violation of 18 U.S.C. § 1956. Each of these transactions occurred after the formation of Red Granite in or about September 2010.

57. Defendants have used and invested the proceeds of their pattern of racketeering activity in the operation of Red Granite, in violation of 18 U.S.C. § 1962(a).

58. Defendants' funding of Red Granite with proceeds of illegal activity has enabled Red Granite to acquire the rights to “Dumb and Dumber To.” Following the acquisition of those rights, Red Granite disavowed Plaintiffs' rights of first negotiation that hitherto had been honored by New Line and Warner Bros.

59. Plaintiffs have been injured in their business or property through Red Granite's use of racketeering activity to acquire rights to “Dumb and Dumber To,” which acquisition enabled Red Granite to repudiate Plaintiffs' right of first negotiation. The amount of the resulting damages shall be proven upon the trial of this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against each of the Defendants as follows:

On the First Cause of Action (Interference with Contractual Relations):

1. For damages in an amount in excess of the jurisdictional minimum of this Court, according to proof at trial, including without limitation, elimination of Plaintiffs role in connection with the Sequel, reduced ability to garner awards and recognition in connection with the Sequel, lost credit that they would have received, and lost compensation that they would have earned as a producer of the Sequel itself and any subsequent sequels, remakes, or derivative works.
2. For special damages in a sum in an amount according to proof at trial
3. For prejudgment interest at the maximum rate permitted by law.
4. For punitive damages.

On the Second Cause of Action (Breach of Contract):

1. For damages in a sum in excess of the jurisdictional minimum of this Court, according to proof at trial, including without limitation, elimination of Plaintiffs role in connection with the Sequel, reduced ability to garner awards and recognition in connection with the Sequel, lost credit that that they would have received, and lost compensation that they would have earned as a producer of the Sequel itself and any subsequent sequels, remakes, or derivative works.
2. For special damages in a sum in an amount according to proof at trial.
3. For prejudgment interest on the damages at the maximum rate permitted by law.
4. For attorneys' fees to the extent permitted under California law.

On the Third Cause of Action (Specific Performance):

1. For an order requiring Red Granite to accord Plaintiffs an on-screen credit, in all copies of the Sequel distributed in any media, and a paid ad credit in all promotional materials for the Sequel, in the form of "A Brad Krevoy/Steve Stabler/Charles Wessler Production," and "Produced by Charles Wessler, Steve Stabler, and Brad Krevoy."
2. For attorneys' fees to the extent permitted under California law.

On the Fourth Cause of Action (Breach of Covenant of Good Faith and Fair Dealing):

1. For damages in an amount in excess of the jurisdictional minimum of this Court, according to proof at trial, including without limitation, elimination of Plaintiffs role in connection with the Sequel, reduced ability to garner awards and recognition in connection with the Sequel lost credit that they would have received, and lost compensation that they would have earned as a producer of the Sequel itself and any subsequent sequels, remakes, or derivative works.

2. For special damages in a sum in an amount according to proof at trial.

3. For prejudgment interest on the damages at the maximum rate permitted by law.

4. For attorneys' fees to the extent permitted under California law.

On the Fifth Cause of Action (Violation of Racketeer Influenced and Corrupt Organizations Act):

1. For treble damages in an amount according to proof at trial.

2. For reasonable attorneys' fees.

On All Causes of Action:

1. For costs of suit incurred in this action.

2. For such other and further relief as the court may deem proper.

Dated: March 25, 2014

FREEDMAN & TAITELMAN, LLP

By:

Bryan J. Freedman
Steven E. Formaker
Steven B. Stiglitz
Attorneys for Plaintiffs Steve Stabler and
Brad Krevoy