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John A. Clarke, Executive Officer/Clerk

[Signature], Deputy
By: *[Signature]*, Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

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ED MEYER and ADIRONDACK
INTERNATIONAL PICTURES, INC., a
New York Corporation,

Plaintiffs,

vs.

JOHN MELENDEZ and DOES 1 through
50, inclusive,

Defendants

CASE NO. **BC388190**
COMPLAINT FOR:
1. **BREACH OF CONTRACT**
2. **COMMON COUNTS**
3. **DECLARATORY RELIEF**

18 Plaintiffs, Ed Meyer and Adirondack International Pictures, Inc., allege as follows:

19 GENERAL ALLEGATIONS

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1. Plaintiff Ed Meyer is, and at all times herein mentioned was, a resident of the state of California and living in Los Angeles County, California. Plaintiff Adirondack International Pictures, Inc. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of New York, and not transacting any intrastate business in California.

2. Plaintiffs are informed and believe and thereon allege that Defendant John Melendez ("Melendez") is, and at all times herein mentioned was, an individual residing in the County of Los Angeles, State of California. Plaintiffs are informed, believe and thereon allege that certain corporations or limited liability companies formed by Defendants may have liability for the causes of action alleged herein, and Plaintiff sues those entities as Does, and will amend

1 this Complaint to add those entities when their identities become known.

2 3. The true names and capacities, whether individual, corporate, associate or
3 otherwise, of the Defendants named herein as Does 1 through 50, inclusive, are unknown to
4 Plaintiffs, who therefore sue said Defendants by such fictitious names, and pray that their true
5 names and capacities may be incorporated herein by appropriate amendment when the same have
6 been ascertained. Plaintiffs are informed and believe and thereon allege that each of the
7 fictitiously named Defendants is responsible in some manner for the events and happenings
8 referred to in this Complaint, and caused injury and damage to Plaintiffs as hereinafter alleged,
9 and are thereby liable to Plaintiffs.

10 4. Plaintiffs are informed and believe and thereon allege that Defendants, and each of
11 them, were the agents, employees, co-venturers, servants, partners, principals, masters, employers,
12 and/or associates of the remaining Defendants, and each or all of them, and at all times relevant,
13 were acting within the purpose and scope of such agency, service, employment, partnership and/or
14 association.

15 5. Each and every reference to "Defendants" in this Complaint is intended and shall
16 be deemed and construed to be a reference to all of the Defendants, named and unnamed,
17 including fictitiously named Defendants, against whom a cause of action has been brought.

18 6. The allegations and factual contentions made herein on information and belief have
19 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
20 further investigation or discovery.

21
22 FIRST CAUSE OF ACTION

23 (Against Defendants for Breach of Oral Contract)

24 7. Plaintiffs hereby incorporate each and every allegation contained in paragraphs 1
25 through 6, inclusive, as though fully set forth herein.

26 8. In or about June 2006, Plaintiffs and Defendants entered into an oral agreement
27 wherein Plaintiffs agreed to find a production company to produce Defendants' movie which was
28 originally to be called "Breaking the Rules" (or perhaps "Breaking the F***ing Rules"), but was

1 later changed to "One, Two, Many" (the movie originally entitled "Breaking the Rules" and later
2 changed to "One, Two, Many" is hereinafter referred to the "Movie"), and Defendants agreed to
3 pay Plaintiffs 10% of all production costs payable no later than September 2006 (hereinafter
4 referred to as the "Production Agreement").

5 9. Pursuant to the Production Agreement, Plaintiffs did in fact introduce a production
6 company to Defendants, and Defendants used the production company introduced to them by
7 Plaintiffs to make the Movie. However, after Plaintiffs introduced the production company to
8 Defendants, and Defendants made their own agreement with the Production Company, Defendants
9 failed and refused to pay Plaintiffs the 10% of the production costs as agreed.

10 10. Plaintiffs have performed all conditions, covenants and promises on their part to be
11 performed in accordance with the Production Agreement.

12 11. Beginning in or about September 2006, and continuing to the present, Defendants
13 breached the Production Agreement by failing to pay to Plaintiffs any of the production costs, and
14 by informing Plaintiffs that Plaintiffs were not entitled to any of the production costs and would
15 get nothing from Defendants relating to the Production Agreement. As a direct and proximate
16 result of the breach of Defendants, Plaintiffs have been damaged because they did not receive the
17 ten percent (10%) of the production costs promised to them, in a sum to be shown according to
18 proof, but which Plaintiffs are informed and believe and thereon allege are between \$50,000 and
19 \$80,000.

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21 SECOND CAUSE OF ACTION

22 (Against Defendants for Breach of Oral Contract)

23 12. Plaintiffs hereby incorporate each and every allegation contained in paragraphs 1
24 through 11, inclusive, as though fully set forth herein.

25 13. In or about June 2006, Plaintiffs and Defendants entered into an oral agreement
26 whereby Defendants would pay Plaintiffs and Caron Feldman to produce the Movie, and
27 Defendants agreed to pay Caron Feldman and Plaintiffs each 7.5% of Defendants' receipts from
28 the distribution company who distributes the Movie (the "Agreement").

1 FOURTH CAUSE OF ACTION

2 (Against Defendants for Open Book Account)

3 20. Plaintiffs hereby incorporate each and every allegation contained in paragraphs 1
4 through 19, inclusive, as though fully set forth herein.

5 21. Within four (4) years last past, in the County of Los Angeles, State of California,
6 Defendants became indebted to Plaintiffs on an open book account for money due in a sum to be
7 shown according to proof at trial, but approximately \$237,500.00 to \$800,000.00.

8 22. Neither the whole nor any of this sum has been paid, although due demand therefor
9 has been made, and there is now due, owing and unpaid from Defendants to Plaintiffs the sum of
10 at least \$237,500.00 to \$800,000.00, together with interest thereon at the rate of 10% from and
11 after October 31, 2006.

12 23. Pursuant to California Civil Code §1717.5, Plaintiffs are entitled to attorney's fees
13 in a sum to be shown according to proof.

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15 FIFTH CAUSE OF ACTION

16 (Against All Defendants for Work, Labor and Services)

17 24. Plaintiffs hereby incorporate each and every allegation contained in paragraphs 1
18 through 23, inclusive, as though fully set forth herein.

19 25. Within the last two (2) years at Calabasas, California, Defendants became indebted
20 to Plaintiffs in the agreed sum of at least \$237,500.00 to \$800,000.00 for work, labor and services
21 performed by Plaintiffs for Defendants.

22 26. Plaintiffs have repeatedly demanded payment from Defendants.

23 27. No payment has been made by Defendants to Plaintiffs, and there is now due and
24 owing the sum of at least \$237,500.00 to \$800,000.00, with interest on that amount at the rate of
25 10% per annum from and after October 31, 2006.

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WHEREFORE, Plaintiffs pray judgment as follows:

ON THE FIRST CAUSE OF ACTION:

1. For damages of 10% of the production costs in a sum to be shown according to proof, together with interest thereon at the highest rate allowed by law from and after September 30, 2006;

ON THE SECOND CAUSE OF ACTION

2. For damages of 7.5% of the monies paid to Defendants by the distribution company for the Movie, in a sum to be shown according to proof at trial, together with interest thereon at the highest rate allowed by law from and after October 31, 2006;

ON THE THIRD, FOURTH, FIFTH AND SIXTH CAUSES OF ACTION

3. For damages in a sum of not less than \$237,500.00 to \$800,000.00, together with interest thereon at the highest rate allowed by law from and after October 31, 2006;

ON THE SEVENTH CAUSE OF ACTION

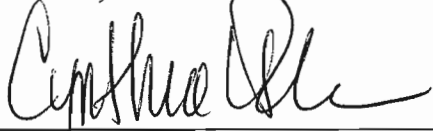
4. For a judicial determination that Defendants are indebted to Plaintiffs in the sum of not less than \$237,500.00 to \$800,000.00.

ON ALL CAUSES OF ACTION

- 5. For costs of suit incurred hereto; and
- 6. For such other relief as the Court deems just and proper.

DATED: April 1, 2008

LAW OFFICES
GOLDFARB, STURMAN & AVERBACH

By: 
Cynthia L. Rubin
Attorneys for Plaintiffs Ed Meyer and
Adirondack International Pictures, Inc.