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FILED
LOS ANGELES SUPERIOR COURT

FEB 01 2007

JOHN A. CLARKE, CLERK
BY J. RUJAS, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10 **WEST DISTRICT - SANTA MONICA**

12 **PILGRIM FILMS AND TELEVISION, INC.,**)
13 a California corporation;)
14 **Plaintiff,**)
15 **vs.**)
16 **PAULA ABDUL, an individual; DAVID**
17 **RUSSO, an individual; and DOES 1 through**
18 **100, inclusive,**)
19 **Defendants.**)

Case No. **SC09264**

- COMPLAINT FOR:**
- 1) **BREACH OF IMPLIED CONTRACT;**
 - 2) **BREACH OF CONFIDENCE;**
 - 3) **BREACH OF WRITTEN CONTRACT;**
 - 4) **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;**
 - 5) **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;**
 - 6) **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
 - 7) **UNFAIR COMPETITION (VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200 ET SEQ.)**

Judge Joseph S. Biderman

21 **INITIAL CASE MANAGEMENT REVIEW**
22 **AND CONFERENCE**

23 **DB:30 MAY 22 2007**
24 **Dept C MAY 22 2007**

25 Plaintiff Pilgrim Films and Television, Inc. ("PFTV") alleges as its Complaint against
26 Paula Abdul ("Abdul"), David Russo ("Russo") and Does 1 through 100, inclusive
27 (collectively, jointly and severally hereinafter "Defendants") as follows:
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NATURE OF THE ACTION

1. PFTV is a well-known television production company in the entertainment industry, focusing on reality and documentary television programs. PFTV's Chief Executive Officer, Craig Piligian, has an extensive career in such television production. In 1991, he produced some of the first reality television programs, *Emergency Call* and *Real Stories of the Highway Patrol*. This was the first successful launch and sustained production of a syndicated reality strip in television with over 625 episodes. In 2000, Mr. Piligian launched *Survivor* as the co-executive producer for CBS and he continued with the franchise by co-executive producing *Survivor II* in Australia and *Survivor III* in Africa. Mr. Piligian thereafter continued to develop and produce quality reality television programming through PFTV. Since 2002, PFTV has produced over 500 episodes of reality television programming that have aired on major cable and broadcast networks. PFTV is the producer of, among others, the reality shows known as *American Chopper*, *American Hot Rod*, *The Ultimate Fighter*, and *Dirty Jobs*.

2. This action arises out of Defendants' misappropriation and exploitation of PFTV's ideas, concepts and work product for a reality themed television program about Abdul entitled *Hey Paula*. PFTV spent over a year and substantial expense working on the creation, development and production of its *Hey Paula* project with Abdul and Russo. Russo was under contract with PFTV as Executive Producer on the project, he was thoroughly immersed in all of PFTV's development and marketing activities related to *Hey Paula* and he was well aware of PFTV's contract to air the *Hey Paula* show on the Oxygen cable network. Abdul, knowing that Russo was under contract with PFTV and that PFTV was under contract with Oxygen, nonetheless encouraged Russo to join her in misappropriating PFTV's *Hey Paula* project, including its name and format, "lock, stock and barrel." Abdul and Russo secretly shopped the project to other potential producers, ultimately ending up with a producer who took the project, without PFTV's knowledge or consent, to the Bravo cable channel. By this action, PFTV seeks redress for Defendants' wrongful actions including, *inter alia*, a considerable amount of lost profits and punitive damages.

THE PARTIES

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2 3. PFTV is a California corporation authorized to do business and doing business
3 in the County of Los Angeles, State of California.

4 4. Abdul is an individual residing in the County of Los Angeles, State of
5 California. Abdul is a household name. She is currently well known as one of three judges
6 on the reality television show *American Idol*. Abdul is also well known as a multi-platinum
7 record selling pop singer in the late 1980s and early 1990s and as an influential
8 choreographer throughout those decades. Abdul has also gained attention for problems in
9 her personal life, including suffering from the eating disorder, bulimia, and her troubled
10 relationships, such as her divorces from Emilio Estevez and Brad Beckerman, and her
11 alleged romantic relationship with an American Idol contestant.

12 5. Russo is an individual residing in the community of Pacific Palisades, City of
13 Los Angeles, County of Los Angeles, State of California within the West District of this
14 Court. PFTV is informed and believes and based thereon alleges that Russo is in the
15 business of creating and developing entertainment properties and that he has served as
16 executive producer on a number of reality themed television shows.

17 6. PFTV does not know the true names or capacities of defendants Does 1
18 through 100, inclusive. When their true names and capacities have been ascertained, PFTV
19 will seek leave to amend this Complaint accordingly.

20 7. PFTV is informed and believes and based thereon alleges that Defendants were
21 responsible for the injuries and damages sustained by PFTV as more specifically set forth
22 hereinbelow.

23 8. PFTV is informed and believes and based thereon alleges that Defendants, in
24 committing the acts and omissions alleged in this Complaint:

- 25 a. acted as agents and servants of each other;
26 b. acted within the scope of their authority as agents and servants of each
27 other;
28 c. acted in concert with the each other with a design and for the purposes

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1 of injuring PFTV and of unlawfully and/or wrongfully benefiting some or all of the
2 Defendants; or, in the alternative;

3 d. approved and ratified the acts and omissions of each other; and

4 e. have conspired to, *inter alia*, wrongfully deprive PFTV of monies due it
5 as further alleged below.

6 9. PFTV is informed and believes and based thereon alleges that that at all times
7 pertinent, there has existed such a unity of interest and ownership between and among
8 Defendants, or some of them, that any individuality and separateness between and among
9 each of them has ceased and each of them is the alter ego of the others. Adherence to the
10 fiction of separate existence of these Defendants would permit an abuse of any privilege
11 afforded truly separate persons and entities and would sanction fraud and promote injustice
12 in that these named defendants may seek to immunize themselves from liability for certain of
13 their actions, which caused the damages sustained by PFTV.

14 **PFTV CREATED AND DEVELOPED A HYBRID REALITY/TALK SHOW TO**
15 **FEATURE PAULA ABDUL.**

16 10. In or about July 2004, Abdul and Russo came to PFTV with a concept for a
17 standard, generic talk show featuring Abdul. After several meetings and discussions, PFTV
18 created a more interesting and marketable hybrid talk/reality show concept, which Abdul and
19 Russo agreed to and responded to with enthusiasm. PFTV was the first entity to bring up the
20 idea of doing reality-based content about Paula's life. Before PFTV creative meetings, the
21 show was strictly "talk" with a generic talk format. It was PFTV that created the idea of
22 shooting reality with Abdul, and mixing it into the talk show. As explained further herein,
23 that reality concept is what ultimately became the reality show in question. Many of the
24 themes, the tone and the mission of those initial pieces in the talk show were born from the
25 initial creative ideas of PFTV for the hybrid reality/talk show. And those creative ideas were
26 developed by PFTV exclusively, not by Russo or Abdul.

27 11. Abdul and Russo approached PFTV about creating a television show centered
28 on Abdul. PFTV thereafter began developing a Paula Abdul Talk Show format.

1 12. Pursuant to the custom and practice in the entertainment industry, Abdul and
2 Russo understood and agreed that PFTV was disclosing its novel ideas and concepts for the
3 hybrid reality/talk show to Abdul and Russo under the following terms:

4 a. that PFTV's disclosure of its ideas and concepts for the hybrid
5 reality/talk show was strictly confidential;

6 b. that Abdul and Russo would not disclose, divulge or exploit PFTV's
7 ideas and concepts for the hybrid reality/talk show without obtaining PFTV's consent
8 and without compensating and crediting PFTV; and

9 c. that, by accepting PFTV's disclosure of its ideas and concepts for the
10 hybrid reality/talk show, Abdul and Russo accepted and agreed to abide by the
11 foregoing terms.

12 13. Knowing these terms under which PFTV's valuable creative ideas and
13 concepts for the hybrid reality/talk show were disclosed, and with the opportunity to reject
14 the disclosure if the terms were not acceptable, Abdul and Russo accepted their disclosure.

15 14. PFTV developed and disclosed to Abdul and Russo a hybrid reality/talk-show
16 concept that would mix reality segments of Abdul's personal life on certain topics with in-
17 studio segments on those same topics. PFTV developed a unique creative blueprint for the
18 show and outlined numerous potential segments.

19 15. The hybrid reality/talk show was intended to be a five-day a week show for up
20 to thirty-nine weeks per year.

21 16. On or about November 22, 2004, PFTV and Russo entered into a written
22 agreement for Russo to serve as an executive producer for the show.

23 **THE HYBRID REALITY/TALK SHOW CONCEPT TRANSITIONED TO A**
24 **REALITY SHOW.**

25 17. PFTV pitched the hybrid reality/talk show to Paramount. Paramount expressed
26 interest, but ultimately passed on the idea. Therefore, in or about the spring of 2005, PFTV,
27 with the consent and agreement of Abdul and Russo, transitioned the hybrid reality/talk show
28 idea to a reality show concept.

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1 18. Based on Abdul's agreement to proceed with a reality program, PFTV
2 developed new themes for the reality show and restyled themes that had been originally
3 intended for the hybrid show. PFTV did this with the understanding that it would be
4 compensated and credited for its ideas and concepts and would be the producer and owner of
5 the show. Like before, pursuant to the custom and practice in the entertainment industry,
6 Abdul and Russo understood and agreed that PFTV was disclosing its novel ideas, concepts
7 and work product for the reality show to Abdul and Russo under the following terms:

8 a. that PFTV's disclosure of its ideas, concepts and work product for the
9 reality show was strictly confidential;

10 b. that Abdul and Russo would not disclose, divulge or exploit PFTV's
11 ideas and concepts for the reality show without obtaining PFTV's consent and without
12 compensating and crediting PFTV; and

13 c. that, by accepting PFTV's disclosure of its ideas and concepts for the
14 reality show, Abdul and Russo accepted and agreed to abide by the foregoing terms.

15 19. Knowing these terms under which PFTV's valuable creative ideas, concepts
16 and work product for the reality show were disclosed, and with the opportunity to reject the
17 disclosure if the terms were not acceptable, Abdul and Russo readily accepted their
18 disclosure.

19 20. Based on the foregoing, PFTV exposed Russo and Abdul to PFTV's creative
20 process and Russo and Abdul were well aware of PFTV's ideas, concepts and work product
21 for a reality themed show capturing all the madness, frenzied, and craziness of her activities,
22 including novel and specific concepts concerning, among other matters, her dating
23 experiences, business life, personal and family life, *American Idol* issues, and her special
24 interests.

25 21. From the commencement of PFTV's involvement with Abdul, Russo and/or
26 Abdul attended dozens of in person meetings and participated in numerous telephone
27 conference calls during which PFTV's show concepts were discussed in detail. Those
28 concepts were also discussed at length with Abdul's manager and agent.

1 22. PFTV further coined the name for the reality show – *Hey Paula*. Abdul agreed
2 to the name and said she loved it.

3 **PFTV PITCHED THE HEY PAULA REALITY SHOW TO NETWORKS AND**
4 **ULTIMATELY ENTERS INTO A DEAL WITH THE OXYGEN NETWORK.**

5 23. Up through the spring of 2006, PFTV pitched the *Hey Paula* reality program to
6 a variety of networks, including an NBC Universal, Inc. affiliate.

7 24. In or about May 2006, the Oxygen cable network (Oxygen Cable, LLC)
8 (hereinafter "Oxygen") agreed to air *Hey Paula*. On or about June 5, 2006, PFTV and
9 Oxygen entered into a written contract whereby the parties agreed, among other things, that
10 PFTV would produce and exclusively license *Hey Paula* to Oxygen for an initial order of six
11 episodes and for a fee of \$500,000 per episode. Under the agreement, which was contingent
12 on Abdul proceeding with the show, Abdul was to receive \$50,000 per episode for the first
13 cycle of shows, with 5% cumulative increases from cycle to cycle. Abdul would also be
14 credited as an executive producer. PFTV expected to earn significant revenue from, among
15 other sources, producer fees, international distribution, merchandizing and product
16 integration deals.

17 25. PFTV and Russo agreed that Russo would serve as an executive producer of
18 the reality show. In June 2006, the parties entered into a written contract that confirmed their
19 oral agreement. Additionally, Russo's attorney and PFTV's counsel expressly confirmed in
20 writing, at Russo's request, that the contract meant that Russo was "locked for life [as an
21 executive producer] on the Paula Abdul project."

22 26. PFTV is informed and believes and based thereon alleges that Abdul knew that
23 Russo had agreed with PFTV for Russo to serve as an executive producer for *Hey Paula*.
24 Because of their confidential relationship with PFTV and hence their knowledge of PFTV's
25 work product, Abdul and Russo also knew of Oxygen's interest and readiness to proceed
26 with a lucrative *Hey Paula* project on cable television. Abdul and Russo further knew the
27 terms of the deal with Oxygen.

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1 **PFTV TEMPORARILY SHELVED HEY PAULA WHEN ABDUL TOLD PFTV**
2 **THAT SHE WAS NOT PROCEEDING WITH A REALITY SHOW.**

3 27. In or about July 2006, Abdul told PFTV that she would not proceed with *Hey*
4 *Paula* under the pretext of her wanting to have final editorial control over the final product.
5 It is the standard in the entertainment industry that with rare exceptions, an artist is not given
6 final editorial control over production.

7 28. As a result of Abdul's decision, PFTV temporarily shelved the *Hey Paula*
8 show, intending on raising it again in the near future.

9 **ABDUL AND RUSSO SECRETLY SHOPPED THE HEY PAULA PROJECT TO**
10 **OTHER PRODUCERS AND NETWORKS WITHOUT PFTV'S CONSENT.**

11 29. On or about January 4, 2007, after many attempts by PFTV to engage Abdul in
12 discussions to get *Hey Paula* back on track and proceed with Oxygen, Abdul finally met with
13 Craig Piligian, Chief Executive Officer of PFTV, at PFTV's offices.

14 30. In that meeting, when Mr. Piligian inquired about signing the Oxygen deal for
15 *Hey Paula*, Abdul disclosed that she had secretly taken PFTV's *Hey Paula* project "...with
16 different producers to [the] Bravo [cable channel]." Abdul failed to mention that Russo was
17 attached to and involved with the *Hey Paula* Bravo show. Bravo is also an NBC Universal,
18 Inc. cable network.

19 31. In or about the week of January 8, 2007, Russo explicitly told PFTV's
20 representative that Abdul had asked Russo to shop the *Hey Paula* project to other potential
21 producers (including Mark Burnett, Stuart Krasnow and ultimately to Scott Sternberg) and
22 that Abdul expressly swore Russo to secrecy, telling him not to say a word to anyone at
23 PFTV. Russo further told PFTV's representative that Abdul did not have final editorial
24 control in her deal for the reality show with Bravo and that her compensation was less than
25 the Oxygen deal procured by PFTV.

26 32. PFTV is informed and believes and based thereon alleges that Russo is an
27 executive producer on the *Hey Paula* project to be aired on Bravo.

28 33. PFTV is informed and believes and based thereon alleges that Russo and

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1 Abdul misappropriated PFTV's novel ideas, concepts and work product for *Hey Paula*.

2 **FIRST CAUSE OF ACTION**

3 **(Breach of Implied Contract Against Abdul and Russo)**

4 34. PFTV realleges and incorporates by reference each and every allegation set
5 forth in Paragraphs 1 through 33, inclusive.

6 35. As alleged above, PFTV disclosed its ideas and concepts for the reality show
7 (as well as its ideas and concepts from the earlier hybrid reality/talk show which were
8 incorporated into the reality show), pursuant to the standard custom and practice in the
9 entertainment industry with respect to the exchange of creative ideas.

10 36. PFTV presented its ideas and concepts for the reality show to Abdul and Russo
11 in confidence, pursuant to the custom and practice in the entertainment industry, for the
12 express purpose of working with Abdul and Russo in the production, broadcast and
13 distribution of the reality show. Accordingly, PFTV justifiably expected that Abdul and
14 Russo would not use those ideas and concepts without permission; and furthermore,
15 justifiably expected to receive compensation and credit that might be derived from the
16 exploitation of its ideas and concepts for the reality show.

17 37. Knowing the conditions on which PFTV's valuable creative ideas and concepts
18 were tendered and with an opportunity to reject the disclosure if the conditions were not
19 acceptable, Abdul and Russo voluntarily accepted their disclosure.

20 38. Abdul and Russo breached their implied agreement not to disclose, divulge or
21 exploit PFTV's ideas and concepts with the express consent of PFTV, and to share with
22 PFTV the profits and credit for its ideas and concepts by producing and broadcasting *Hey*
23 *Paula* through a different producer at the Bravo network.

24 39. As a direct and proximate result of the material breaches by Abdul and Russo,
25 PFTV has suffered and will continue to suffer actual damages in an amount in excess of the
26 minimum jurisdiction of this Court to be proven at trial.

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SECOND CAUSE OF ACTION**(Breach of Confidence Against Abdul and Russo)**

40. PFTV realleges and incorporates by reference each and every allegation set forth in Paragraphs 1 through 33, inclusive.

41. As alleged above, PFTV disclosed its ideas and concepts for the reality show (as well as its ideas and concepts from the earlier hybrid reality/talk show which were incorporated into the reality show), pursuant to the hereinabove alleged standard custom and practice in the entertainment industry with respect to the exchange of creative ideas.

42. By virtue of that understanding of the parties, as well as the implied agreement and the circumstances surrounding that agreement, PFTV reposed confidence and trust in Abdul and Russo, resulting in a confidential relationship between PFTV, on the one hand, and Abdul and Russo, on the other hand.

43. Abdul and Russo voluntarily assumed the confidential relationship and agreed to maintain the confidence. They knew that PFTV was disclosing its novel ideas and concepts to them in confidence thereby giving rise to a duty not to disclose to a third party, and not to commercially use in any manner, information imparted in the confidential relationship including, but not limited to, PFTV's valuable creative ideas and concepts for the reality show, without PFTV's consent.

44. By taking PFTV's novel ideas and concepts for the reality show, exploiting those ideas and concepts, and profiting therefrom to PFTV's exclusion, Abdul and Russo breached their confidential relationship with PFTV.

45. As a direct and proximate result of the material breaches by Abdul and Russo, PFTV has suffered and will continue to suffer actual damages in an amount in excess of the minimum jurisdiction of this Court to be proven at trial.

THIRD CAUSE OF ACTION**(Breach of Written Contract Against Russo)**

46. PFTV realleges and incorporates by reference each and every allegation set forth in Paragraphs 1 through 33, inclusive.

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1 47. As alleged hereinabove, Russo entered into a written contract with PFTV for
2 him to serve as an executive producer of the Paula Abdul hybrid reality/talk show.
3 Subsequently, that show was transitioned to be a reality show known as *Hey Paula*.

4 48. In or about January 2006, PFTV and Russo orally agreed that Russo would be
5 an executive producer on the reality show and that Russo would be compensated by, *inter*
6 *alia*, payment of \$15,000 per episode for his services.

7 49. PFTV reduced the parties' oral agreement to writing and the parties entered
8 into that written contract on or about June 21, 2006. Russo's attorney expressly confirmed in
9 writing with PFTV's counsel that Russo was "locked for life [as an executive producer] on
10 the Paula Abdul project."

11 50. In or about the fall of 2006, Russo breached the contract by, among other
12 things:

13 a. misappropriating PFTV's ideas and concepts for the *Hey Paula* reality
14 show;

15 b. surreptitiously shopping the *Hey Paula* reality show project to other
16 producers;

17 c. inducing the object of the reality show, Abdul, to not proceed with the
18 reality show with PFTV;

19 d. based on information and belief, entering into an agreement with either Scott
20 Sternberg, (or a production company associated with Scott Sternberg) and/or Bravo,
21 to executive produce the reality show to the exclusion of PFTV.

22 51. As a direct and proximate result of the foregoing, PFTV has been damaged in
23 an amount in excess of the minimum jurisdiction of this Court, according to proof at trial.

24 **FOURTH CAUSE OF ACTION**

25 **(Breach of Covenant of Good Faith and Fair Dealing Against Russo)**

26 52. PFTV realleges and incorporates by reference each and every allegation set
27 forth in Paragraphs 1 through 33, inclusive.

28 53. In every contract there is an implied covenant of good faith and fair dealing to

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1 ensure that neither party to the contract will do anything which will have the effect of
2 destroying or injuring the right of the other party to receive the fruits of the contract. This
3 implied contract not only imposes on each party a duty to refrain from doing anything which
4 would render performance of the contract by the other party impossible, but also the duty to
5 do everything that the contract presupposes the parties will do in order to accomplish its
6 purposes and to ensure that the other party receives the benefit of its bargain.

7 54. Russo breached the covenant of good faith and fair dealing implied in his
8 executive producer agreement with PFTV by, among other things, committing the acts
9 and/or omissions alleged hereinabove.

10 55. In doing the acts alleged herein, and in purposely and knowingly breaching his
11 obligations to perform and adhere to the implied covenant of good faith and fair dealing and,
12 at all times, deal in good faith and act fairly and honestly toward PFTV, Russo breached the
13 covenant of good faith and fair dealing with the knowledge and intent that such breach of the
14 covenant would cause PFTV substantial harm and damage.

15 56. As a direct and proximate result of the foregoing, PFTV has been damaged in
16 an amount in excess of the minimum jurisdiction of this Court, according to proof at trial.

17 **FIFTH CAUSE OF ACTION**

18 **(Intentional Interference with Contractual Relations Against Abdul**
19 **and Does 1-25)**

20 57. PFTV realleges and incorporates by reference each and every allegation set
21 forth in Paragraphs 1 through 33, inclusive.

22 58. PFTV is informed and believes and based thereon alleges that Abdul and Does
23 1 through 25 knew of the existence of the contractual relationship between PFTV and Russo
24 where Russo was to serve as an executive producer on the reality show. Abdul and Does 1
25 through 25 further knew of the existence of the implied contract between Russo and PFTV
26 with respect to the disclosure of PFTV's ideas and concepts. With knowledge of these
27 contractual relationships, Abdul and Does 1 through 25 intentionally interfered with those
28 contracts, and induced Russo to breach them, by *inter alia* having Russo shop the reality

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1 show project to other producers and networks and induced Russo to cease doing business
2 with PFTV on the reality show and to otherwise interfere with Russo's performance of his
3 contractual obligations to PFTV.

4 59. As a direct and proximate result of the foregoing, PFTV has been damaged in
5 an amount in excess of the minimum jurisdiction of this Court, according to proof at trial.

6 60. PFTV is informed and believes and, on that basis, alleges that in engaging in
7 these acts and conduct as complained herein, Abdul and Does 1 through 25, acted with a
8 willful and conscious disregard of PFTV's rights and with the intent to vex, injure and annoy
9 so as to constitute malice, fraud and oppression as set forth in California Civil Code § 3294.
10 Accordingly, PFTV is entitled to recover, in addition to actual damages, punitive and
11 exemplary damages in an amount appropriate to punish and to make an example of Abdul
12 and Does 1 through 25.

13 SIXTH CAUSE OF ACTION

14 **(Intentional Interference with Prospective Economic Advantage Against Russo**
15 **and Does 26-50)**

16 61. PFTV realleges and incorporates by reference each and every allegation set
17 forth in Paragraphs 1 through 33, inclusive.

18 62. PFTV is informed and believes and based thereon alleges that Russo and Does
19 26 through 50 knew of that PFTV had an advantageous relationship with Abdul concerning
20 production of the reality show. This relationship contained the probability of an ongoing
21 economic benefit to PFTV. With knowledge of this advantageous relationship, Russo and
22 Does 26 through 50 intentionally interfered with that relationship by shopping the reality
23 show project to other producers and networks and induced Abdul not to proceed with doing
24 business with PFTV on the reality show.

25 63. In doing the aforementioned acts, Russo wrongfully breached his contract to
26 PFTV and wrongfully used the ideas, concepts and work product of PFTV that were
27 disclosed to him in confidence and which he had agreed to maintain in confidence.

28 64. As a direct and proximate result of the foregoing, PFTV has been damaged in

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1 an amount in excess of the minimum jurisdiction of this Court, according to proof at trial.
2 65. PFTV is informed and believes and, on that basis, alleges that in engaging in
3 these acts and conduct as complained herein, Russo and Does 26 through 50, acted with a
4 willful and conscious disregard of PFTV's rights and with the intent to vex, injure and annoy
5 so as to constitute malice, fraud and oppression as set forth in California Civil Code § 3294.
6 Accordingly, PFTV is entitled to recover, in addition to actual damages, punitive and
7 exemplary damages in an amount appropriate to punish and to make an example of Abdul
8 and Does 26 through 50.

9 **SEVENTH CAUSE OF ACTION**

10 **(Unfair Competition – Violation of Business & Professions Code §§ 17200, et seq.**
11 **Against All Defendants)**

12 66. PFTV realleges and incorporates by reference each and every allegation set
13 forth in Paragraphs 1 through 33, inclusive.

14 67. As described herein, Abdul and Russo wrongfully, unlawfully, deceptively
15 and unfairly procured from PFTV the ideas and concepts for the reality show and exploited
16 them to Abdul's and Russo's own pecuniary benefit to the exclusion of PFTV. In doing so,
17 Abdul and Russo have misappropriated and misused information that PFTV gave to Abdul
18 and Russo in confidence, in violation of common law against misappropriation and unfair
19 competition.

20 68. PFTV is informed and believes and based thereon alleges that Does 1-100
21 conspired with or aided and abetted Russo and Abdul to wrongfully, unlawfully, deceptively
22 and unfairly procure from PFTV the ideas and concepts for the reality show and that Does
23 1-100 exploited them to their own pecuniary benefit to the exclusion of PFTV.

24 69. As a direct and proximate result of the foregoing, PFTV has been deprived of
25 property to which it is entitled and/or in which it has a vested interest, in an amount to be
26 established according to proof at trial but reasonably believed to exceed several million
27 dollars.

28 70. The acts of Defendants as described herein constitute willful and intentional

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1 unfair competition within the scope of Business and Professions Code Sections 17200 *et*
2 *seq.*, in that they were unlawful, fraudulent and unfair business practices performed with the
3 intent of causing PFTV damages.

4 71. PFTV is informed and believes and based thereon alleges that Defendants have
5 derived substantial revenues from their wrongful and deceptive acts. PFTV has been
6 deprived of property to which it is entitled and/or in which it has a vested interest, as well as
7 appropriate credit, from the exploitation of its unique concepts and ideas. Pursuant to
8 Business and Professions Code section 17203, PFTV is entitled to an order requiring
9 Defendants to restore to PFTV any money or property which may have been acquired by
10 means of such unfair competition.

11 72. PFTV is informed and believes and based thereon alleges that unless Abdul
12 and Russo are enjoined by this Court, Abdul and Russo will continue its course of conduct
13 and continue to wrongfully use, televise, exhibit, sell, display, advertise, reproduce and
14 otherwise profit from PFTV's ideas and concepts for the reality show and works derived
15 from it. As a direct and proximate result of Abdul's and Russo's acts, PFTV has already
16 suffered irreparable damage and sustained lost profits. PFTV has no adequate remedy at law
17 to address all of the injuries that Abdul and Russo have caused and intend to cause by their
18 conduct. PFTV will continue to suffer irreparable damage and sustain lost profits until
19 Abdul's and Russo's actions are enjoined by this Court.

20 73. PFTV is entitled to a preliminary injunction restraining Abdul, Russo and any
21 of their agents and employees, and all persons acting in concert with them, from engaging in
22 any further acts in violation of PFTV's rights.

23 **WHEREFORE**, plaintiff Pilgrim Films and Television, Inc. prays for judgment
24 against Defendants, and each of them, as follows:

25 1. As to the First Cause of Action for Breach of Implied Contract against Abdul
26 and Russo, for general and special damages in excess of the minimum jurisdiction of this
27 Court according to proof at trial.

28 2. As to the Second Cause of Action for Breach of Confidence against Abdul and

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1 Russo, for general and special damages in excess of the minimum jurisdiction of this Court
2 according to proof at trial.

3 3. As to the Third Cause of Action for Breach of Written Contract against Russo,
4 for general and special damages in excess of the minimum jurisdiction of this Court
5 according to proof at trial.

6 4. As to the Fourth Cause of Action for Breach of Covenant of Good Faith And
7 Fair Dealing against Russo, for general and special damages in excess of the minimum
8 jurisdiction of this Court according to proof at trial.

9 5. As to the Fifth Cause of Action for Intentional Interference With Contractual
10 Relations against Abdul and Does 1 through 25, for:

11 a. general and special damages in excess of the minimum jurisdiction of
12 this Court according to proof at trial; and

13 b. punitive damages according to proof at trial.

14 6. As to the Sixth Cause of Action for Intentional Interference With Prospective
15 Economic Advantage against Russo and Does 26 through 50, for:

16 a. general and special damages in excess of the minimum jurisdiction of
17 this Court according to proof at trial; and

18 b. punitive damages according to proof at trial.

19 7. As to the Seventh Cause of Action for Unfair Competition (Violation of
20 Business & Professions Code §§ 17200, *et seq.*) against Abdul, Russo and Does 1-100, for

21 a. restitution under Section 17203;

22 b. a preliminary and permanent injunction prohibiting further
23 misappropriation, exploitation and use of *HEY PAULA* and the turnover to PFTV of all
24 information wrongfully misappropriated.

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8. On all Causes of Action, for costs and attorneys' fees of prosecuting this action to the extent permitted by contract, statute or law.

9. On all Causes of Action, for such other and further relief as the Court may determine to be just and proper.

DATED: February 1, 2007.

Respectfully submitted,

GREENWALD, PAULY, FOSTER & MILLER,
A Professional Corporation

ANDREW S. PAULY
ANDREW J. HALEY

By: _____



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