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LOS ANGELES SUPERIOR COURT

JUN 18 2008

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10 ANTHONY PUZO, Executor of the ESTATE
11 OF MARIO PUZO, Deceased

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 BC 392889

15 ANTHONY PUZO, Executor of the
16 ESTATE OF MARIO PUZO,
17 Deceased,

18 Case No. _____
19 COMPLAINT FOR BREACH OF
20 CONTRACT

21 Plaintiff,

22 vs.

23 PARAMOUNT PICTURES
24 CORPORATION and DOES 1 through
25 10,

26 Defendants.

27 Plaintiff alleges as follows:

28 1. Introduction. Mario Puzo ("Puzo"), now deceased, was the author of "The Godfather," an iconic American novel and one of the most successful books in publishing history.

Paramount approached Puzo before the success of "The Godfather" became apparent. Puzo was then a young, relatively unknown author, struggling to support his family. Under those circumstances, Paramount was able to acquire the film rights to "The Godfather" for an extremely low price.

CIT/CASE: BC392889 LEA/DEF#: 0310
RECEIPT # 210 CDA/78057027
DATE PAID: 06/18/08 01:46:52 PM
PAYMENT: \$320.00
RECEIVED: 0310
CHECK: 320.00
CASH: _____
CHARGE: _____
CARD: _____

1642112.1

COMPLAINT FOR BREACH OF CONTRACT

D-61
David C. Machtinger

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1 Puzo's novel was made into one of the most successful pictures of all time. "The
2 Godfather," starring Marlon Brando and Al Pacino, won the Academy Award for Best
3 Picture, Best Actor (Marlon Brando) and Best Screenplay (Mario Puza and Francis Ford
4 Coppola). It received numerous other Academy Award nominations.

5 Paramount went on to produce "Godfather" II and III, which were also successful.
6 The "Godfather" pictures, based on Puza's work, have brought Paramount hundreds of
7 millions of dollars.

8 In 1992, a dispute arose between Puza and Paramount. Puza claimed that
9 Paramount was not meeting its contractual obligations. That dispute was settled by Puza
10 and Paramount entering into an agreement pursuant to which Puza was to receive a
11 significant share in the revenue of audio-visual products to be sold or rented to the public
12 embodying elements of the "Godfather" pictures.

13 Puza died in 1999, leaving his estate essentially to his children. Paramount has
14 licensed to others the rights to manufacture and distribute an audio-visual game
15 embodying elements of "The Godfather" motion pictures, which were intended to be sold
16 or rented to the public. Despite the vast wealth Puza created for Paramount, it has refused
17 to pay his children their agreed share of the revenue from that audio-visual product.

18 This action is to redress that breach of contract.

19 2. The Parties. Plaintiff, Puza's son, is the duly appointed representative of the
20 Estate of Mario Puza, deceased (the "Puza Estate"). Plaintiff is a resident of New York.
21 Defendant Paramount Pictures Corporation ("Paramount") is a Delaware corporation and
22 a major motion picture company doing business in Los Angeles County and elsewhere
23 throughout the world. Paramount is a subsidiary of Viacom Inc., an international
24 conglomerate.

25 3. The true names and capacities, whether individual, corporate, associate or
26 otherwise, of the defendants named herein as Does 1 through 10 are unknown to plaintiff
27 who, therefore, sues said defendants by such fictitious names. Plaintiff will amend this
28 complaint to show their true names and capacities when the same have been ascertained.

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1 Plaintiff is informed and believes, and thereon allege, that Does 1 through 10 were
2 responsible in some manner for the acts and transactions hereinafter alleged and are liable
3 to plaintiff therefor.

4 4. The Pictures. Paramount has produced and distributed in various media
5 throughout the world three highly successful feature motion pictures based on Puzo's
6 novel "The Godfather."

7 5. The Contract. On or about June 19, 1992, Puzo and Paramount entered into
8 a written agreement prepared by Paramount and governing Paramount's licensing and/or
9 exploitation of audio-visual products embodying elements from "The Godfather" motion
10 pictures or related works ("the "Audio-Visual Products Agreement"). That agreement
11 entitled Puzo to a share of revenue from the licensing or distribution of discs, cassettes or
12 other audio-visual devices, whether then or thereafter known, invented or discovered,
13 intended to be sold or rented directly or indirectly to the public, and embodying elements
14 from any of the "Godfather" pictures or related works.

15 6. Puzo's Performance. Puzo and his successors in interest have done all
16 things required of them under the Audio-Visual Products Agreement and are in no manner
17 or respect in breach thereof.

18 7. The Audio-Visual Game. During 2006, Paramount licensed the
19 manufacture and distribution of audio-visual discs, cassettes and similar audio-visual
20 devices intended to be sold or rented to the public, containing an audio-visual game
21 embodying fundamental elements of "The Godfather" motion pictures, including the
22 visual images of characters and the depiction of story elements from the "Godfather"
23 motion pictures, as well as the actual voices of performers in those motion pictures (the
24 "Godfather Game"). Paramount has received substantial revenue in respect of the
25 Godfather Game in which Puzo was entitled to share under the Audio-Visual Products
26 Agreement.

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1 8. The Breach. In material breach of the Audio-Visual Products Agreement,
 2 Paramount has failed and refused to pay the Puzo Estate the sums due it in respect of the
 3 Godfather Game.


4 9. The Damages. As a direct and proximate result of Paramount's said breach,
 5 the Puzo Estate has suffered and will suffer substantial monetary damages in a sum as yet
 6 unknown, but which plaintiff is informed and believes and, on that ground, alleges, will
 7 exceed the sum of \$1 million.

8 WHEREFORE, plaintiff prays judgment as follows:

- 9 1. For \$1 million or such other and greater sum as shall be found;
- 10 2. For interest thereon at the highest lawful rate; and
- 11 3. For costs of suit and such other relief as the Court shall deem proper.

12
 13 DATED: June 18, 2008

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 15
 16 By: 
 17 BERTRAM FIELDS
 18 Attorneys for Plaintiff ANTHONY
 19 PUZO, Executor of the ESTATE OF
 20 MARIO PUZO, Deceased

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