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10 Attorneys for Plaintiff
11 The Weinstein Company LLC

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

14 *Hollywood*
15 THE WEINSTEIN COMPANY LLC, Case No. BC459890
16 Plaintiff, COMPLAINT FOR INJUNCTIVE
RELIEF
REPORTER

17 vs.

18 RELATIVITY MEDIA, LLC and
DOES 1 through 5,
19 Defendants.
20

21
22 Plaintiff complains as follows:

23
24 1. Introduction. Ryan Kavanaugh (“Kavanaugh”) invests money in films.
25 Kavanaugh owns and controls Relativity Media, LLC (“Relativity”).
26 Relativity has a written contract with The Weinstein Company LLC (“TWC”) for
27 TWC’s exclusive worldwide distribution of a remake of a film entitled “The Crow.”
28

1 Kavanaugh decided that Relativity would not perform that contract and will purport to sell
2 TWC's distribution rights to others here and overseas in willful breach of the contract.

3 TWC has brought this action to prevent Relativity's attempting such sales and to
4 protect its unique and valuable rights in the film.

5 2. Parties.

6 a. TWC is a New York limited liability company doing business in
7 California and elsewhere.

8 b. Relativity is a limited liability company doing business in California
9 and elsewhere.

10 c. The true names and capacities, whether individual, corporate,
11 associate or otherwise, of the defendants named herein as Does 1 through 5 are unknown
12 to plaintiff who, therefore, sues said defendants by such fictitious names. Plaintiff will
13 amend this complaint to show their true names and capacities when the same have been
14 ascertained. Plaintiff is informed and believes, and thereon alleges, that Does 1 through 5
15 are responsible in some manner for the acts and transactions hereinafter alleged and are
16 liable to plaintiff therefor.

17 3. During 2009, Relativity and TWC entered into a written contract dated "As
18 of March 25, 2009"(the "Contract"). To the extent here relevant, the Contract provided
19 for TWC's exclusive right throughout the world to market and distribute prequels, sequels
20 and remakes of a highly successful film entitled "The Crow" on terms specified in the
21 contract and other terms set out in a voluminous written document called the "Term
22 Sheet," which is incorporated by reference in the Contract.

23 4. TWC has done all things on its part to be done under the Contract and is in
24 no manner in breach thereof.

25 5. Relativity has announced its intention to produce a remake of "The Crow"
26 (the "Picture") and has commenced preparation of the Picture. During April, 2011,
27 Relativity indicated to TWC that it would not perform the Contract, and will attempt to
28 convey TWC's distribution rights in the Picture to others.

1 6. On April 14, 2011, having reason to believe that Relativity would not
2 perform its obligations under the Contract, TWC gave Relativity written notice that, if it
3 did not provide assurance of its intention to perform the Contract, TWC would file an
4 action to protect its rights. A copy of TWC's letter is attached as Exhibit "A" hereto.

5 7. Relativity refused to confirm its obligations under the Contract. Its refusal
6 is set forth in a letter from its counsel, a copy of which is attached as Exhibit "B." TWC
7 responded to this letter warning Relativity again of its intention to file an action if
8 Relativity would not confirm its rights. TWC's response is attached as Exhibit "C"
9 hereto. Plaintiff is informed and believes and, on that ground, alleges that Relativity will
10 purport to sell to others foreign and domestic distribution rights in the Picture that are the
11 exclusive property of TWC.

12 8. The Picture is a unique creative work. The loss of distribution rights in the
13 Picture will cause TWC severe and irreparable harm for which it has no adequate remedy
14 at law, not only because of the unique and creative nature of the Picture, but also because
15 the amount of damages caused by Relativity's breach can never be fully or accurately
16 ascertained.

17 9. One of the provisions of the Term Sheet incorporated by reference in the
18 Contract is that, if any action is brought to enforce the rights of the parties, the prevailing
19 party shall be entitled to its reasonable attorneys' fees.

20 WHEREFORE, plaintiff prays judgment as follows:

21 1. For an injunction, permanently and pending judgment, precluding
22 defendants from, directly or indirectly, conveying, licensing or transferring in any way, to
23 any person or company other than TWC, any interest in any distribution rights in or to the
24 Picture;

25 2. For TWC's reasonable attorneys' fees; and
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3. For costs of suit and such other and further relief as the Court shall order.

DATED: April 19, 2011

GREENBERG GLUSKER FIELDS
CLAMAN & MACTINGER LLP
AND
BOIES, SCHILLER & FLEXNER LLP

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