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VIA FAX

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FILED  
Superior Court of California  
County of Los Angeles

JUN 05 2014

Sherril H. Carter, Executive Officer/Clerk  
By Shauriya Holden Deputy

Attorneys for Plaintiff  
10 Things Films, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

10 THINGS FILMS, LLC, a California ) [Unlimited Jurisdiction]  
limited liability company, )

Plaintiff,

Case No. BC54774

v.

COMPLAINT FOR:

AS YOU WISH PRODUCTIONS, INC., a )  
California corporation, and EVAN )  
RACHEL WOOD, an individual, )

- 1. BREACH OF WRITTEN AGREEMENT; and  
2. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

Defendants.

Plaintiff, 10 Things Films, LLC ("Plaintiff" or "Producer"), by and through its counsel, hereby files its Complaint against Defendants As You Wish Productions, Inc. ("As You Wish Productions") and Evan Rachel Wood ("Evan Rachel Wood" or "Artist") (collectively "Defendants"), and in support thereof alleges as follows:

NATURE OF ACTION

- 1. This is an action for monetary damages arising from Defendants' unilateral willful and unjustified material breaches of a written actor services agreement with Plaintiff.
- 2. After accepting and retaining the agreed-upon compensation of \$300,000.00 to perform as the lead in the feature length motion picture provisionally entitled *10 Things I Hate*

06/05/2014

Singh, Singh & Trauben, LLP

COMPLAINT FOR DAMAGES - 1

CIT/CORSEL: BC547743  
LEAD/DEF#:   
RECEIPT #: CCH465980063  
DATE PAID: 06/05/14 12:56 PM  
PAYMENT: \$435.00  
RECEIVED: \$435.00  
CHECK: \$0.00  
CASH: \$0.00  
CASH: \$0.00  
CASH: \$0.00  
CASH: \$0.00

1 *About Life*, Defendant Evan Rachel Wood seemingly changed her mind about desiring to  
2 complete the film during principal photography, ultimately refusing without any legal  
3 justification to fulfill her contractual obligations and instead opting to walk out on the project,  
4 despite being well aware as to the substantial harm inflicted upon not only the Plaintiff and all  
5 the investors in the project, but the cast members and all those involved with the production  
6 generally.

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8 **THE PARTIES**

9 3. Plaintiff 10 Things Films, LLC is a limited liability company organized and  
10 existing under the laws of the State of California with its principal place of business in Los  
11 Angeles County, California.

12 4. Defendant As You Wish Productions is a corporation organized and existing  
13 under the laws of the State of California with its principal place of business in Los Angeles  
14 County, California.

15 5. Upon information and belief, Defendant Evan Rachel Wood is an individual  
16 residing in Los Angeles County, California.

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18 **JURISDICTION AND VENUE**

19 6. The harms and obligations sued upon were incurred and occurred in the County of  
20 Los Angeles. This Court is the proper Court for the trial of this action.

21 7. Jurisdiction is premised on the fact that the damages suffered by Plaintiff are in  
22 excess of the minimum sum required for jurisdiction in the Superior Court of the State of  
23 California.

24 8. Further, this Court has personal jurisdiction over Defendants on the grounds that  
25 Defendants conduct and transact substantial business in this State and County and contract to  
26

1 supply services in this State and County and Defendants have purposefully availed themselves of  
2 the jurisdiction of this Court by transacting substantial business in this State.

3 9. Venue and jurisdiction are proper in this county as all or substantially all of the  
4 subject transactions have occurred in this State.

5 10. Venue and jurisdiction are also proper in this county as, upon information and  
6 belief, Defendants reside in Los Angeles County, California.

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8 **FACTUAL BACKGROUND**

9 11. Producer is production company established for the singular purpose of producing  
10 and distributing a motion picture film currently entitled *10 Things I Hate About Life* (the  
11 "Picture").

12 12. Defendant As You Wish Productions, Inc. f/s/o Evan Rachel Wood is a loan out  
13 company which contracts to provide the professional services of Defendant Evan Rachel Wood.

14 13. Defendant Evan Rachel Wood is a professional actress who, among other things,  
15 has been nominated for two Golden Globes.

16 14. On or around November 26, 2012, the parties entered into a written actor services  
17 agreement whereby Defendants, in exchange for, among other consideration, three hundred  
18 thousand dollars (\$300,000.00), agreed to, among other things, render all services of Defendant  
19 Evan Rachel Wood customarily rendered by actors in first-class feature-length theatrical motion  
20 pictures in connection with the Picture (the "Actor Agreement"). A true and correct copy of the  
21 parties' Actor Agreement, redacted as appropriate, is attached hereto as Exhibit "A".

22 15. In strict accordance with the Actor Agreement, Producer paid Defendants, among  
23 other things, \$300,000.00 prior to the commencement of principal photography, and Defendants  
24 readily accepted and retained all such monies.  
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1 16. Pursuant to the Actor Agreement, Defendants contractually agreed to the  
2 provision of Artist's acting services for approximately seven (7) weeks (including a holiday  
3 hiatus), commencing on or around December 17, 2012.

4 17. On or around January 14, 2013, following only approximately four (4) weeks of  
5 principal photography, Producer, pursuant to Paragraph 15 of the parties' Actor Agreement and  
6 in conformity with its terms and conditions, exercised its unequivocal right to briefly suspend  
7 production of the Picture.  
8

9 18. Thereafter, on or around February 8, 2013, in connection with the scheduled  
10 recommencement of principal photography, Evan Rachel Wood expressly represented to  
11 Producer that, for personal reasons, she was unable and unwilling to continue with principal  
12 photography at present time, and would be unable to recommence principal photography until  
13 approximately November 2013.  
14

15 19. Thereafter, in close temporal proximity to the impending time period to  
16 recommence principal photography, notwithstanding that Defendants had already willingly  
17 accepted and retained the total fee of \$300,000.00 from the Producer, and further  
18 notwithstanding that Plaintiff, along with all cast and production members, were heavily relying  
19 upon Evan Rachel Wood adhering to her contractual obligations and promises and returning to  
20 complete filming of the Picture, Defendants revealed that Artist had decided to simply refuse to  
21 return to the production to complete her contractually required actor services under the Actor  
22 Agreement.  
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24 20. Instead, in complete derogation and willful disregard of Artist's contractual  
25 obligations, when requested to return to complete principal photography in the fourth quarter of  
26 2013, Defendants wrongfully claimed that Evan Rachel Wood had already fulfilled the totality of  
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1 her contractual service obligations owed to Producer following her provision of only eleven (11)  
2 days of principal photography.

3         21. Simply, Defendants telegraphed Artist's desire to materially breach the parties'  
4 Actor Agreement and refusal to complete principal photography and her actor and promotional  
5 services in connection the Picture generally.  
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7         22. Defendants, at all times, were well-aware as to the severe and substantial adverse  
8 consequences and harm to Producer, including all investors in the Picture, and others involved in  
9 the production of the Picture, naturally and directly resulting from Defendants' unyielding  
10 refusal to render Artists' remaining actor services.

11         23. Despite protracted strenuous efforts by Producer to work with Defendants in good  
12 faith to coordinate the completion of the Picture at substantial cost and great ongoing expense to  
13 Producer, Defendants have steadfastly failed and/or refused to return to provide the full seven (7)  
14 weeks of services as required under the Actor Agreement.  
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16         24. Notably, during such discussions wherein Producer pleaded with Evan Rachel  
17 Wood to simply honor her contractual obligations and return to the production, Defendants  
18 demanded significant additional sums of money in exchange for Evan Rachel Wood even  
19 contemplating returning to complete her initial contractual obligations in accordance with the  
20 Actor Agreement.  
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22         25. With no viable alternative, Producer ultimately acquiesced to Defendants'  
23 demands for additional payment in "consideration" for Evan Rachel Wood simply completing  
24 her services under the Actor Agreement and thereby completing the Picture.

25         26. Nonetheless, notwithstanding Producer's acceding to all of the Defendants'  
26 additional demands, on the precipice of recommencement of production, Artist nonetheless once  
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1 again definitively refused to return to finish the Picture, simply disclaiming any desire to fulfill  
2 her contractual obligations altogether.

3 27. In addition, in direct contravention of the Actor Agreement, Defendants, at all  
4 times, have likewise expressly refused to render any amount of services customarily required in  
5 connection with the publicity and promotion concerning the Picture.  
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7 28. To date, Defendants have patently refused to continue to render Artist's material  
8 actor services despite being fully cognizant that the Picture has not yet been completed, and  
9 cannot be completed; absent Artist's fulfillment of her contractual service obligations embodied  
10 in the Actor Agreement.

11 29. All conditions precedent to the institution of this action have been satisfied,  
12 discharged, excused, and/or waived.  
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14 **COUNT I**  
15 **BREACH OF WRITTEN AGREEMENT**  
16 **(As Against all Defendants)**

17 30. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs  
18 1 through 29 as if fully set forth herein.

19 31. On or around November 26, 2012, the parties entered into the Actor Agreement  
20 whereby, among other things, Defendants contractually agreed to the provision of Artist's first-  
21 class acting services for approximately seven (7) weeks.

22 32. In accordance with the Actor Agreement, Producer paid Defendants, among other  
23 things, \$300,000.00 prior to the start date for principal photography, and Defendants accepted  
24 and retained all such monies.

25 33. Despite Artist's provision of actor services for only approximately eleven (11)  
26 days of principal photography, Defendants have patently refused to continue to render Artist's  
27 material actor services despite being fully cognizant that the Picture has not yet been completed,  
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1 and cannot be completed, absent Artist's fulfillment of her contractual service obligations  
2 embodied in the Actor Agreement.

3 34. Defendants have unilaterally and unjustifiably breached their clear and  
4 unequivocal contractual obligations owed to Plaintiff under the Actor Agreement.

5 35. Notwithstanding Plaintiff's repeated requests and demands for Defendants to  
6 continue to render Artist's material actor services, Defendants remain in material breach of the  
7 parties' Actor Agreement, failing and/or refusing to cure their breaches.

8 36. As a direct and proximate result of Defendants' affirmative and willful material  
9 breaches of the Actor Agreement, including Defendants' categorical refusal to complete the  
10 provision of Artist's material actor services and refusal to perform any publicity services in  
11 connection with the promotion of the Picture of any scope or nature, thereby knowingly  
12 precluding the completion and distribution of the Picture in its entirety, Plaintiff has suffered  
13 significant and extensive damages and financial harm, including, but not limited to, the loss of, at  
14 a minimum, \$6,000,000.00 in equity investments, costs and related expenses in the Picture,  
15 financing costs and expenses in the amount of, at a minimum, \$500,000.00, lost profits in the  
16 amount of, at a minimum, \$20,000,000.00, and additional general and special damages in the  
17 amount of \$5,000,000.00.

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21 **COUNT II**  
**BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**  
**(As Against all Defendants)**

22 37. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs  
23 1 through 36 as if fully set forth herein.

24 38. Defendants violated the covenant of good faith fair dealing by acting capriciously  
25 and arbitrarily to derogate any reasonable opportunity Plaintiff had to achieve the benefits as  
26 expressly set forth in the parties' Actor Agreement.  
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1 39. Contrary to Defendants' contractual obligations, representations and promises,  
2 Defendants have completely and willfully failed and/or refused to conduct themselves  
3 reasonably in any manner with respect to Artist's fulfillment of her contractual service  
4 obligations embodied in the Actor Agreement.

5 40. Instead, Defendants have willfully evaded the spirit and intent of the Actor  
6 Agreement by consciously engaging in conduct specifically designed to thwart the completion of  
7 the Picture, thereby knowingly and purposefully causing substantial harm and damage to  
8 Plaintiff, including all members of the production generally.

9 41. Defendants have breached the implied covenant of good faith and fair dealing by  
10 and through, among others, the following acts:

- 11
- 12 a. Failing and/or refusing to render all services customarily rendered by  
13 actors in first-class feature-length theatrical motion pictures in the motion  
14 picture industry;
- 15 b. Failing and/or refusing to comply with Producer's reasonable instructions  
16 in connection with Artist's role in the Picture;
- 17 c. Failing and/or refusing to render approximately seven (7) weeks of  
18 principal photography actor services;
- 19 d. Failing and/or refusing to be available for customary post-production  
20 services, including, without limitation, additional photography, ADR and  
21 retakes;
- 22 e. Failing and/or refusing to render a reasonable amount of services  
23 customarily required in connection with publicity concerning the Picture,  
24 including, but not limited to, allowing Producer to make any press releases  
25 regarding the Picture with comments from Artist, conducting any  
26 promotional or press interviews regarding the Picture and attending any  
27 publicity or marketing events related to the Picture;
- 28 f. Failing and/or refusing to sit for any photo-shoots/video-shoots necessary  
to create materials for the Picture;
- g. Violating their representations and warranties that Defendants would not  
do or authorize any act which would interfere with or derogate from the



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full performance of Artist's services or Producer's exercise of the rights granted under the Actor Agreement; *and*

h. Failing and/or refusing to cooperate and work with Plaintiff in good faith in seeking to reschedule principal photography following a brief suspension in production.

42. By and through these aforementioned acts and omissions, Defendants have acted capriciously to contravene and frustrate the reasonable expectations of Plaintiff, have evaded the spirit of the Actor Agreement, have willfully and materially breached the Actor Agreement and have further deprived Plaintiff of the benefits of the Actor Agreement, all in direct violation of their obligations of good faith in performance.

43. As a direct and proximate result of Defendants' affirmative and willful material breaches of the Actor Agreement, including Defendants' categorical refusal to complete the provision of Artist's material actor services and refusal to perform any publicity services in connection with the promotion of the Picture of any scope or nature, thereby knowingly precluding the completion and distribution of the Picture in its entirety, Plaintiff has suffered significant and extensive damages and financial harm, including, but not limited to, the loss of, at a minimum, \$6,000,000.00 in equity investments, costs and related expenses in the Picture, financing costs and expenses in the amount of, at a minimum, \$500,000.00, lost profits in the amount of, at a minimum, \$20,000,000.00 and additional general and special damages in the amount of \$5,000,000.00.

**REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff 10 Things Films, LLC respectfully requests that this Court enter a final judgment in its favor and as against Defendants As You Wish Productions, Inc. and Evan Rachel Wood and prays for relief as follows:

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On All Causes of Action:

- (a) For not less than \$30,000,000.00;
- (b) For actual, general, special, economic, and compensatory damages according to proof at trial;
- (c) For pre-judgment interest on all damages, at the legal rate;
- (d) For attorneys' fees;
- (e) For litigation expenses and costs of suit; *and*
- (f) For such other relief as the Court deems just and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by jury on all issues in this action.

Dated: June 4, 2014

Respectfully submitted,

**SINGH, SINGH & TRAUBEN, LLP**  
**MICHAEL A. TRAUBEN**

By: 

Michael A. Trauben

*Attorneys for Plaintiff*  
10 Things Films, LLC