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8. THRESHOLD ENTERTAINMENT, INC

FILED  
Los Angeles Superior Court

FEB 16 2010

John A. Clarke, Executive Officer/Clerk  
By Dorothy Swain, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

THRESHOLD ENTERTAINMENT, INC, a  
Delaware Corporation doing business in  
California,

Plaintiff,

vs.

WARNER BROS. ENTERTAINMENT INC, a  
Delaware corporation doing business in  
California; and DOES 1 through 100, Inclusive,

Defendant.

CASE NO.

BC431864

COMPLAINT

1. BREACH OF CONTRACT
2. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
3. CONVERSION

Plaintiff complains and alleges as follows:

1. Plaintiff, THRESHOLD ENTERTAINMENT, INC., (hereinafter "THRESHOLD") is a Delaware Corporation doing business in California. THRESHOLD was former known as AMALGAMATED WIDGETS, INC. At all times relevant hereto THRESHOLD was a resident of the State of California. THRESHOLD's current place of business is 1649 11<sup>th</sup> Street, Santa Monica, CA 90404.
2. Plaintiff is informed and believes and thereon alleges that defendant, WARNER BROS. ENTERTAINMENT INC., (hereinafter "WARNER") is a Delaware corporation doing business in California.
3. The true names and capacities of the defendants named herein as Does 1 through 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to plaintiff who therefore sues such

COMPLAINT

1. defendants by fictitious names pursuant to California Code Civil Procedure section 474. Plaintiff is  
2 informed and believes that all of the Doe defendants are California residents. Plaintiff will amend this  
3 Complaint to show such true names and capacities when they have been determined.

4 4. Plaintiff is informed and believes, and thereby alleges that each of the defendants herein was at  
5 all times relevant hereto the agent, employee or representative of the remaining defendants and was  
6 acting at least in part, within the course and scope of such relationship in doing the things herein alleged.

7  
8 STATEMENT OF FACTS

9 5. In the early 1990s, MIDWAY AMUSEMENT GAMES, LLC, formerly MIDWAY  
10 MANUFACTURING COMPANY (Hereinafter referred to as "MIDWAY") developed a popular  
11 arcade videogame called "Mortal Kombat".

12 6. On or about September 28, 1993, THRESHOLD's principal, Lawrence Kasanoff (Hereinafter  
13 "KASANOFF"), and MIDWAY entered into a written contract (hereinafter "1993 CONTRACT")  
14 for the purpose of KASANOFF developing the videogame in a variety of media, including as feature  
15 length films.

16 7. The efforts of KASANOFF and THRESHOLD generated two major motion pictures, two  
17 television series, a popular website, several soundtracks, a live action stage show, and a number of  
18 other multimedia productions. All of these grew directly from the content developed by  
19 THRESHOLD. In consideration for their efforts, which were undertaken with no assurance of  
20 success or profits, THRESHOLD received a grant of significant intellectual property rights.

21 8. Over the years, THRESHOLD has continued to develop commercially successful derivative  
22 works. THRESHOLD owns intellectual property rights in both the derivative works it has develops  
23 and the characters inhabiting those works. THRESHOLD also enjoys licenses in the "Mortal  
24 Kombat" intellectual property incorporated in the derivative works.

25 9. On or about December 7, 2006, THRESHOLD and MIDWAY entered into an additional  
26 contract (Hereinafter "2006 CONTRACT") which was not intended to in anyway prejudice, support,  
27 or in any way affect the 1993 CONTRACT, but to provide for THRESHOLD to develop a third  
28 "Mortal Kombat" movie.

10. THRESHOLD and MIDWAY proceeded with the work developing and agreeing on a script and preparing for the production of the film.

11. On or about February 12, 2009, MIDWAY, along with its sister companies Midway Games, Inc.; Midway Home Entertainment Inc.; Midway Interactive Inc.; Surreal Software Inc.; midway Studios - Austin Inc.; Midway Studios - Los Angeles Inc.; Midway Games West Inc.; Midway home Studios Inc.; and Midway Sales Company, LLC, filed for Chapter 11 Bankruptcy.

12. WARNER bid on the assets of MIDWAY, including the properties that THRESHOLD has interest in. THRESHOLD objected to any purchase of the MIDWAY properties THRESHOLD had interest in that would impair their rights.

13. On July 1, 2009, the United States Bankruptcy Court for the District of Delaware issued an order in regard to the purchase of the MIDWAY assets. The purchase was expressly subject to all of the rights, claims, interests and licenses held by THRESHOLD.

14. Since the purchase of the MIDWAY assets, WARNER has failed to work with THRESHOLD in the development and production of the third "Mortal Kombat" film. WARNER has avoided communicating with THRESHOLD and has in bad faith prevented THRESHOLD from utilizing the interest they have in the MIDWAY property.

15. On or about January 26, 2010, reports came in regarding WARNER's plans to make a "Mortal Kombat" film without THRESHOLD. Reports were even as specific as a new writer, Oren Uziel, even though a script with THRESHOLD had already been agreed upon.

16. WARNER's breach of the contracts and prevention of THRESHOLD to continue development of the third film is in retaliation for THRESHOLD's ongoing litigation against WARNER and its sister companies in regard to the first "Mortal Kombat" film.

#### FIRST CAUSE OF ACTION

#### BREACH OF CONTRACT

(Against WARNER)

17. Plaintiff incorporates the above paragraphs as if they were fully set forth herein.

18. Pursuant to the two contracts that THRESHOLD has with MIDWAY and purchased by

1. WARNER, THRESHOLD has the right to produce a third "Mortal Kombat" film.

2 19. THRESHOLD has fully performed each and every obligation required to be performed on  
3 their part except as such performance has been waived, prevented or excused from performance by the  
4 conduct or omissions of WARNER or by operation of law.

5 20. WARNER has breached the contracts with THRESHOLD and is seeking to deny them their  
6 rights in the MIDWAY property by avoiding working with THRESHOLD and seeking to create a  
7 third film without THRESHOLD.

8 21. The conduct of WARNER as alleged hereinabove constitutes a material breach of the  
9 agreement. Moreover, WARNER has also repeatedly breached the covenant of good faith and fair  
10 dealing contained in the agreements by, among other things, failing to cooperate and respond to  
11 THRESHOLD and seeking to cut out THRESHOLD by developing a third "Mortal Kombat" film  
12 without them, and engaged in numerous other wrongful acts and omissions as alleged hereinabove,  
13 all of which have deprived THRESHOLD of the benefits of the agreements.

14 22. As a direct and proximate result of WARNER's said acts of breach, THRESHOLD has been  
15 damaged to date in a sum as yet unknown to them, but which THRESHOLD is informed and  
16 believes and, on that ground, alleges substantially exceeds the jurisdictional minimum of this court.  
17 THRESHOLD's damages will increase as WARNER continues its acts of breach. THRESHOLD  
18 will seek leave to amend this Complaint to set forth the full amount of such damages when  
19 ascertained.

20  
21 SECOND CAUSE OF ACTION

22 BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

23 (Against WARNER)

24 23. Plaintiff incorporates the above paragraphs as if they were fully set forth herein.

25 24. The aforesaid contracts contained an implied covenant of good faith and fair dealing by  
26 which defendant promised to give full cooperation to plaintiffs and their performance under said  
27 contract and to refrain from doing any act which would prevent or impede plaintiffs from performing  
28 all the conditions of the Contract to be performed by them, or any act that would interfere with

1. plaintiffs' enjoyment of the fruits of said Contract. Specifically, said covenant of good faith and fair  
2 dealing required defendant to fairly, honestly and reasonably perform the terms and conditions of the  
3 agreement.

4 25. Defendant breached its covenant of good faith and fair dealing with plaintiffs by failing to  
5 work with THRESHOLD in continuing the development and production of the third film per the  
6 contracts. They know full well that plaintiffs were dependent on working with WARNER in order to  
7 get the project completed and that the "Mortal Kombat" property constitutes a huge asset for  
8 THRESHOLD.

9 26. As a result of defendants' violations of said implied covenant of good faith and fair dealing,  
10 plaintiffs have been damaged in that they are being prevented from producing a major film and have  
11 lost the associated revenue, and their reputation has been sullied by WARNER's actions of  
12 attempting to create the film without them. As a direct and proximate result of WARNER's said acts  
13 of breach, THRESHOLD has been damaged to date in a sum as yet unknown to them, but which  
14 THRESHOLD is informed and believes and, on that ground, alleges substantially exceeds the  
15 jurisdictional minimum of this court. THRESHOLD's damages will increase as WARNER continues  
16 its acts of breach. THRESHOLD will seek leave to amend this Complaint to set forth the full amount  
17 of such damages when ascertained.

18  
19 THIRD CAUSE OF ACTION

20 CONVERSION

21 (Against WARNER)

22 27. Plaintiff incorporates the above paragraphs as if they were fully set forth herein.

23 28. THRESHOLD has a property ownership in regard to various rights to the "Mortal Kombat"  
24 property, including the right to develop and produce a third "Mortal Kombat" film.

25 29. WARNER has wrongfully acted to assume complete control of the "Mortal Kombat"  
26 property and prevented THRESHOLD from making use of the property as they are legally entitled to  
27 do.

28 30. WARNER has also attempted to dispose of THRESHOLD'S rights regarding the "Mortal

1 "Kombat" property by attempting to develop and produce a third "Mortal Kombat" film without  
2 THRESHOLD.

3 31. THRESHOLD has been damaged and will continued to be damaged by WARNER's actions.  
4 The original "Mortal Kombat" film was a box office success and this third film would be expected to  
5 achieve equal if not better success.

6 32. WARNER did the acts herein alleged maliciously, fraudulently and oppressively, amounting  
7 to despicable conduct, and in conscious disregard of plaintiff's rights. WARNER has willfully held  
8 for its own benefit the rights it knew THRESHOLD was entitled. It fought and continues to fight to  
9 prevent THRESHOLD from utilizing their property rights. The acts alleged herein were known to,  
10 authorized and ratified by WARNER. Plaintiff is thus entitled to recover punitive damages from  
11 WARNER in an amount according to proof.

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20 PRAYER FOR RELIEF

21 WHEREFORE, Plaintiff requests relief as follows:

- 22 1. For compensatory economic damages according to proof;
- 23 2. For punitive damages in an amount which, considering WARNER's enormous
- 24 worldwide wealth and income, is sufficient to punish WARNER, to set an
- 25 example and to deter further such wrongful behavior;
- 26 3. For a right to Repossession of THRESHOLD'S property rights;
- 27 4. For Injunctive Relief to prevent WARNER from giving away or utilizing
- 28 THRESHOLD's property rights;

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5. For interest at the maximum legal rate;
6. For costs of suit and such other and further relief as the Court shall deem proper.

Dated: February 13, 2010

LAW OFFICE OF PETER C. BEIRNE

By: 

Peter C. Beirne  
Attorney for Plaintiff,  
THRESHOLD ENTERTAINMENT, INC.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Peter C. Beirne, SBN 230977</b> <b>LAW OFFICE OF PETER C. BEIRNE</b> 3303 Del Mar Avenue, Suite A Rosemead, CA 91770 TELEPHONE NO.: 626-280-8900 FAX NO.: 626-280-1100 ATTORNEY FOR (Name): <b>Threshold Entertainment, Inc.</b>		FOR COURT USE ONLY  <b>FILED</b> <b>Los Angeles Superior Court</b>  <b>FEB 16 2010</b>  John A. Clarke, Executive Officer/Clerk By <i>[Signature]</i> Deputy <b>DOROTHY SWAIN</b>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 N. Hill Street</b> MAILING ADDRESS: <b>111 N. Hill Street</b> CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Central</b>			
CASE NAME: <b>Threshold Entertainment, Inc. v. Warner Bros. Entertainment, Inc.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <b>BC431864</b>	
		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☒ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related cases. (You may use form CM-015.)

Date: February 13, 2010

Peter C. Beirne

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other P/DPD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other P/DPD/WD

## Non-P/DPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-P/DPD/WD Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)  
Enforcement of Judgment  
Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

SHORT TITLE:

Threshold Ent., Inc. v. Warner Bros. Ent. Inc.

CASE NUMBER

BC431864

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 7-10 ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.  | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A	B	C
	Civil Case Cover Sheet Category No.	Type of Action (Check only one)	Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: Threshold Ent., Inc. v. Warner Bros. Ent. Inc.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input checked="" type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Threshold Ent., Inc. v. Warner Bros. Ent. Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Threshold Ent., Inc. v. Warner Bros. Ent. Inc.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 1649 11th Street	
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			
CITY: Santa Monica	STATE: CA	ZIP CODE: 90404	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: 2/13/10

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.