

**PAMELLA LAWRENCE**  
**Legal Owner and Creditor**  
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**FILED**

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CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIF  
LOS ANGELES

**IN PROPRIA PERSONA**

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

PAMELLA LAWRENCE, an individual,

Plaintiff,

LODGED  
JUL 25 PM 3:23  
CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIF  
LOS ANGELES

**SONY PICTURES ENTERTAINMENT INC.,** a Delaware corporation; **COLUMBIA PICTURES INDUSTRIES, INC.,** a Delaware corporation; **TRISTAR PICTURES, INC.,** Delaware corporation; **SIDNEY KIMMEL ENTERTAINMENT, LLC.,** a California limited liability company; **SKE CREATIVE, LLC,** a California limited liability company; **TARGET MEDIA ENTERTAINMENT, GmbH;** **SIDNEY KIMMEL,** an individual; **JIM TAUBER,** an individual; **AMY BAER,** an individual; **BRUCE TOLLER,** an individual; **GARETH WIGAM,** an individual; **WILLIAM HORBERG,** an individual; **DIANA PHILLIPS,** an individual; **WONDERFUL FILMS CORP.,** a California corporation; **LAWRENCE MALKIN,** an individual; **DEAN CRAIG,** an individual; **GLENN S. GAINOR** an

**HONORABLE COURT JUSTICE**

**CASE No. C110-4737 SVW (Ed)**

**(LA. Superior Court Case: BC229032)**

**CIVIL COMPLAINT**

- (1) COPYRIGHT INFRINGEMENT - 17 U.S.C. 101. ET. SEQ.**
- (2) UNFAIR COMPETITION-15 U.S.C. 1117, 1125(a)**
- (3) BREACH OF IMPLIED CONTRACT**
- (4) QUANTUM MERUIT**
- (5) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
- (6) NEGLIGENT INTEFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
- (7) DECEIT AND FRAUD**
- (8) TORTIOUS BREACH OF CONFIDENCE**
- (9) DECLARATORY RELIEF RE: TERMINATION, 17 U.S.C. 304(c)**

1 individual; PHILIP ELWAY, an  
 2 individual; ANDREAS GROSCH,  
 3 an individual, SHARE STALLINGS,  
 4 an individual; BRUCE TOLL; an  
 5 individual; FRANK OZ, an  
 6 individual; CHRIS ROCK, an  
 7 individual; CHRIS ROCK  
 8 ENTERPRISES, INC., a Delaware  
 9 corporation; BEHAVE  
 10 PRODUCTIONS, INC., a California  
 11 corporation; NEIL LABUTE, an  
 12 individual, AYESHA CARR, an  
 13 individual; SCREEN GEMS, INC., a  
 14 Delaware corporation; SCREEN  
 15 GEMS DISTRIBUTION, INC., a  
 16 Delaware corporation;  
 17 PARABOLIC PICTURES INC., a  
 18 California corporation; STABLE  
 19 WAY ENTERTAINMENT, INC., a  
 20 California corporation; and JOHN  
 21 DOES I through X, individuals  
 22 whose identities are not yet known,  
 23 Defendants.

**(10)Declaratory Judgment that  
 [PAu 3-042-567], [PAu 3-118-  
 136], [PAu V3538 D318 P1-  
 3], and [PA0001671381]are  
 invalid due to a Fraudulent  
 Registration Regarding True  
 Co-authors of US Copyright  
 in Violation of 17 U.S.C. 201,  
 17 U.S.C. 506 (e) Contracts  
 Relating to Copy Rights  
 Without True Owners shall  
 be Void Against Public Policy**

**[JURY TRIAL IS DEMANDED]**

**PRELIMINARY STATEMENT**

21 This is a civil action by Plaintiff Pamela Lawrence, a Jamaican female writer  
 22 /author seeking declaratory relief, and remedies for violations of the Lanhman Act and  
 23 the California Unfair Competition laws related to claims arising out of copyright  
 24 infringement in and to original likeness and work; whereby, Defendants' Tristar Pictures  
 25 Inc., Sidney Kimmel Entertainment, SKE Creative, LLC, Target Media Entertainment,  
 26 GmbH, Sidney Kimmel, Jim Tauber, Gareth Wigam, Amy Baer, Bruce Toller, William  
 27 Horberg, Diana Phillips Wonderful Films Corporation, Lawrence Malkin, Dean Craig,  
 28 Share Stallings, Frank Oz, Chris Rock, Glenn S. Gainor, William Horberg, Lauren  
 Malkin, Philip Elway, Andreas Grosch, Bruce Toll, Neal LaBute, Chris Rock

1 Enterprises Inc., Columbia Pictures Industries, Inc., Behave Productions Inc., Ayesha  
2 Carr, Screen Gems, Inc., Parabolic Pictures Inc., Stable Way Entertainment and John  
3 Does I through X “breach of a settlement agreement” that is hereinafter  
4 nullified/terminated pursuant to violations of 17 U.S.C. §101 *et. al*, 17 U.S.C. §106, 17  
5 U.S.C. §201, 17 U.S.C. § 304(c), 18 U.S.C. §371, Felony Copyright Infringement 17  
6 U.S.C. §501, 17 U.S.C. §506 (a)(1)(A), 17 U.S.C. §506(e), 15 U.S.C. §1, 17 U.S.C.  
7 §106 Article 1, Section 8, Clause 7 of the U.S. Constitution, 18 U.S.C. 371, 17 U.S.C.  
8 §408d, 17 U.S.C. §501, and 28 U.S.C. 2201-2202. Plaintiff asserts Defendants’ breached  
9 a “settlement agreement” from the Superior Court of Los Angeles, case BC229032;  
10 whereby, said parties did not “purchase” her copyrights and are operating without  
11 legitimate “ownership” to said copyrights for “*Caught On Video...The Most*  
12 *Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*” as the  
13 Defendants illegally copied elements on a second occasion and/or transferred and  
14 fraudulently absorbed Lawrence’s intellectual property copyrights; in order, to deceive  
15 the consuming public into believing that the Defendants and Dean Craig a White male  
16 created a “Black British Comedy” storyline/concept/plot in the “*Death At A funeral*  
17 *2007,*” and “*Death At A Funeral 2010*” films. In the L.A. Superior Court case  
18 BC229032, Plaintiff Lawrence did not execute a “settlement agreement” for the  
19 “purchase” of and/or “transfer,” or “assigning” to Sony and the William Morris Agency  
20 “ownership” of her book entitled “*Caught On Video...The Most Embarrassing Moment*  
21 *de Funeral, July 11, 1994*” for the storyline of a “Naked Women” and/or “Naked Man”  
22 at a funeral. Plaintiff Lawrence did not execute a “settlement agreement” giving said  
23 Defendants authorization and permission to make derivative film projects from her  
24 copyrighted work product or to plagiarize elements from her CD. By Defendants’ willful  
25 acts of omission, they have operated in consort infringing upon Plaintiff’s “inalienable  
26 rights” of ownership in violation of the Copyright Act, 17 U.S.C § 101 *et. seg.*, which  
27 clearly states that the copyright owner has the *exclusive* right to produce, display or make  
28 *derivatives* of a copyrighted audiovisual work. The Plaintiff asserts and alleges  
Defendant Dean Craig at the behest of Gareth Wigam, Co-Chairman and Amy Baer,

1 Vice President of Production for Columbia Pictures, Tristar/SPE operated in consort to  
 2 deceive the U.S. Copyright Office by willfully failing to disclose Pamella Lawrence's  
 3 name of line six of the copyright registration, thus amounting to "breach of contract,"  
 4 "Fraud" and "Theft". As a proximate result of the "breach of contract," and stealing  
 5 copyrighted work from Lawrence's CD, the "settlement agreements" are hereby "null"  
 6 and "void," thus making the "*Death At A funeral 2007*," and "*Death At A Funeral 2010*"  
 7 [V3538 D318 P1-3], [PA0001671381], [V3545D307] inoperative/invalid," including but  
 8 not limited to any and all derivative and/or counterfeiting works. Buchwald v.  
 9 Paramount Pictures, 1990 WL 357611 (Cal. Superior); (Dezendorf vs. Twentieth  
 10 Century Fox, SD.Cal., 1940, 32 F.Supp. 359, Aff'd 9Cir.,118F.2d 561; Lockheed  
 11 Information Management Systems Co. v. Maximus, Inc., 259 Va. 92 (2000); Bridgeport  
 12 Music Inc. v. Bad Boy 507 F.3d 470 (6th Cir. 2007), The Intellectual Property Protection  
 13 and Courts Amendments Act of 2004, Pinkerton v. United States, 328 U.S. 640 (1946),  
 14 Three Boys Music Corp. v. Michael Bolton, 212 F.3d 477 (9th Cir. 2000); 17 U.S.C.  
 15 504(b) (1994). (Exhs. A, B, C, D, E, F, G); (Exhs. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,  
 16 14, 15, 16, 17, 18, 19, 20, 21)

### 17 STATEMENT OF FACTS COMMON TO ALL CLAIMS

18  
 19 1. In 1995, Plaintiff wrote a book entitled "*Caught On Video...The Most*  
 20 *Embarrassing Moment de Funeral, July 11, 1994*, about the embarrassment she  
 21 suffered when a fellow mourner at a July 11, 1994 funeral "publically beat and stripped  
 22 her naked while the entire episode was being videotaped." (Exh. B, Pamella Lawrence  
 23 Book); (Exh. C, Video Tape) ; (Exhs F,

24 2. Plaintiff filed a copyright application for her book with the United States  
 25 Copyright Office on May 23, 1995. The Certificate of Copyright issued on October 13,  
 26 1995. (Exh. A, Copyright Registration Dated TXu 698-940); ( APL, Affidavit of Pamella  
 27 Lawrence), (Exh. B, Copyright Registration , P. Lawrence, June 2010)

28 3. Plaintiff asserts she submitted her book and a copy of the videotape  
 regarding her real life experience to Agents at the William Morris Agency, 151 El

1 Camino Drive, Beverly Hills, California 90212 for the purpose of submitting her rights  
2 for the book to be adapted to a movie and/or for television companies. Thereafter,  
3 Lawrence entered into agreements with Agents at William Morris Agency. In  
4 particular, plaintiff alleges she entered into agreements with and submitted her book and  
5 videotape to Defendant Aaron Kaplan around or about October 13, 1995, and to  
6 Defendant Gary Loder around or about November 14, 1995, and to Defendant David  
7 Lubliner on or about December 12, 1996, and to Robert A. Wolken on or about  
8 September 10, 1997 at the William Morris Agency. (Exh. "C"); (Exh. "D")

9 4. Plaintiff asserts and alleges that she pitched her real life experience on or  
10 about October 13, 1995 through September 10, 1997 to Agents at William Morris having  
11 provided upon request materials for her (book/videotape, and other research materials).

12 5. On information and belief, Plaintiff asserts Matthew Chapman wrote a two  
13 page treatment entitled "*The Naked Man*" that had nothing to do with "a funeral"  
14 ("emphasis added") and was actually a story line of a comedy about a man who vows to  
15 run from Santa Monica to Studio City naked to prove something to his wife and save  
16 their rocky marriage. In order to run from Santa Monica to Studio City, one has to run  
17 through the wealthiest zip codes/locations/settings ("emphasis added") in America,  
18 including Brentwood, Westwood, Bel Air, Beverly Hills, Hollywood into Studio City.

19 6. On information and belief, after October 13, 1995, said Agents at William  
20 Morris Agency forwarded a copy of Plaintiff Lawrence's book entitled "*Caught On*  
21 *Video...The Most Embarrassing Moment de Funeral, July 11, 1994*, and the video  
22 tape to Defendants A. Baer, G. Wigam, Co-vice Chairman of Columbia, Tristar, and  
23 Sony Pictures.

24 7. On information and belief, Plaintiff asserts Matthew Chapman sale of his  
25 pitch for "*The Naked Man*" was on November 13, 1997, when the sale was reported in  
26 articles on the front page of Daily Variety and on page 3 for \$1 million for The  
27 Hollywood Reporter, and had nothing to do with a "Naked Man at a Funeral."  
28 ("emphasis added") (Through January 1998 in an addition of The Hollywood Literary



1 Sales Directory reported, "Screenplay, Book, Treatment and Pitch Sales") (Exh. H,  
2 Hollywood Literary Sales Directory)

3 **Gareth Wigam and Amy Baer Request A Private Pitch Meeting for *Caught On***  
4 ***Video...The Most Embarrassing Moment de Funeral, July 11, 1994***

5 8. Around or about March 13, 1998, Defendants G. Wigam, Co-vice Chairman  
6 of Columbia Tristar that was born in Britain ("emphasis added"), and Sony Pictures  
7 Entertainment with premeditation to steal contacted Plaintiff Lawrence and requested  
8 that she attend a "pitch meeting" at 3:00 p.m. located at 10202 Washington Blvd Culver  
9 City, CA 90232-3119 with himself and A. Baer, Vice President of Production for  
10 Columbia Tristar Pictures for "*Caught On Video...The Most Embarrassing Moment de*  
11 *Funeral, July 11, 1994*".

12 **The Pitch Meeting at Sony Pictures Entertainment**

13 9. On March 19, 1998, A. Baer and G. Wigam, Co-vice Chairman of  
14 Columbia Tristar, and SPE hosted a "pitch meeting" with P. Lawrence for the purpose to  
15 sell the story/book/videotape for "*Caught On Video...The Most Embarrassing Moment*  
16 *de Funeral, July 11, 1994*. The meeting lasted for about an hour located at 10202  
17 Washington Blvd Culver City, CA 90232-3195.

18 10. At the conclusion of the "pitch meeting" A. Baer, and G. Wigam requested  
19 that the Plaintiff leave within their possession a copy of her book/videotape/ and other  
20 research materials, thus constituting "access".

21 11. On or about March 26, 1998, Plaintiff received a letter dated March 24,  
22 1998 from Defendant A. Baer, Vice President of Production of Columbia Tri Star  
23 Pictures proclaiming "*Caught On Video...The Most Embarrassing Moment de*  
24 *Funeral, July 11, 1994* :

25 "unfortunately it is not something that Tristar wishes to pursue at this time." (Exh.  
26 , A. Baer, Letter Dated March 24, 1998)

27 12. On information and belief G. Wigam, Co-Chair, and A. Baer, Vice  
28 President of Production of Columbia Tristar Pictures gave "access" to Defendants'  
Sidney Kimmel Entertainment, SKE Creative, LLC, Target Media Entertainment,

1 GmbH, Sidney Kimmel, Jim Tauber, Bruce Toller, William Horberg, Diana Phillips  
2 Wonderful Films Corporation, Lawrence Malkin, Dean Craig, Share Stallings, Frank Oz,  
3 Chris Rock, Neal LaBute, Chris Rock Enterprises Inc., Columbia Pictures Industries,  
4 Inc., Ayesha Carr, Screen Gems, Inc., Parabolic Pictures Inc., Stable Way Entertainment  
5 and John Does I through X for the purpose and bad faith intent to steal Plaintiff's  
6 Lawrence's copyrighted work entitled "*Caught On Video...The Most Embarrassing*  
7 *Moment de Funeral, July 11, 1994*", her video and other research materials.

8 13. On information and belief, all of the above Defendants' at the behest of G.  
9 Wigam, Co-Chair, and A. Baer, Vice President and of Columbia Tristar Pictures/SPE  
10 studied the non-copyrighted video tape and immediately sent a camera crew directly into  
11 the Black communities on Crenshaw where the funeral hall was located to gather  
12 "competitive footage" on all of the surrounding businesses and vehicles within a 12 mile  
13 radius of the funeral home.

14 14. Ninety Nine Percent of the time a person that commits a crime returns to the  
15 scene of the crime and gets caught.

16 15. On information and belief, said Defendants' stole from the pitch and copied  
17 Plaintiff copyrighted work "*Caught On Video...The Most Embarrassing Moment de*  
18 *Funeral, July 11, 1994*" and the non-copyrighted video tape entitled "*Caught On*  
19 *Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican*  
20 *Volume 1.*" The Plaintiff asserts said Defendants A. Baer, and G. Wigam acts of fraud  
21 reflected malice forethought and insidious discrimination by the "theft" of her  
22 pitch/book/video tape which encompassed the storyline, plot, including the opening  
23 scenes for the surrounding locations of "*Death At A Funeral 2010*" that are disguised in  
24 a fake cartoon format; in order not be identified as work stolen from Pamella Lawrence's  
25 work and her actual video-tape.

26 16. On or about April 1998, Plaintiff contacted Defendants' G. Wigam, and A.  
27 Baer of Columbia Tristar Pictures, including the William Morris Agency to notify them  
28 that "*The Naked Man*" had an element concept of her life story of a "naked woman"  
walking down the street and that the treatment was sold for \$1 million dollars to Tristar.

1           17.     The Plaintiff asserts and alleges said Defendant A. Baer, Vice President of  
2 Tristar Pictures with “malice forethought” told the Plaintiff Lawrence “**get lost, if you**  
3 **can afford to prove our action see you in court, we employ the best attorneys.**”  
4 The Plaintiff asserts G. Wigam, Co-Chair and A. Baer, VP of Production for Columbia  
5 Pictures, Tristar Pictures/SPE stole Plaintiff Lawrence’s work; where thereafter the  
6 Defendants’ conspired to use corporate financial resources to seek out an attorneys  
7 assistance to carry out the commission of theft, fraud and deceit, and copyright  
8 infringement in violation of ABA MODEL CODE OF PROFESSIONAL  
9 RESPONSIBILITY, DR 2-103 (E), DR 3-101 , DR 5-101, CANON 2, and CANON 3.

10           18.     It is clear from these consorted bad faith actions by Defendants A. Baer, and  
11 G. Wigam of Columbia Tristar Pictures, why so few minorities over more than 15 years  
12 have not been able to find longevity in careers at Sony Pictures Entertainment, as well  
13 as, attain higher ranking position as Executives.

14           19.     The Plaintiff asserts and alleges all of the above named Defendants  
15 financed, produced, developed and distributed the movies “*Death at A funeral 2007,*”  
16 and “*Death At A funeral 2010*” which are based on the Plaintiff’s copyrighted work  
17 entitled “*Caught On Video...The Most Embarrassing Moment de Funeral, July 11,*  
18 *1994*”, and her actual video tape.

19           20.     The Plaintiff asserts and alleges that she brought forth a lawsuit in the  
20 Superior Court of Los Angeles, Case No. BC229032 against A. Baer, and G. Wigam of  
21 Columbia, Tristar Pictures, including the William Morris.

22           21.     Between March 13, 2001 and June 1, 2001, the Plaintiff asserts that she  
23 settled the lawsuit against A. Baer, and G. Wigam of Columbia Tristar Pictures,  
24 including the William Morris for an undisclosed amount. (Exhs. SWM, Settlement  
25 Agreement William Morris); (Exh. SS, Settl. Agreement SPE, A. Baer, G. Wigam);  
26 (Exh. CWM, William Morris Settl. Chck); (Exh. SBD1, SPE Settl. Breakdown); (Exh.  
27 SC, SPE Check dated 3/22/01); (Exh. SC2, SPE Check);(Exh. CWM1),(Exh. CS1)

28           22.     In breach of the settlement agreement, the Plaintiff asserts and alleges in  
bad faith said Defendants bragged (“emphasis added”) about stealing Plaintiff’s work



1 with the tacit approval of G. Wigam and A. Baer throughout the film "*Death At a*  
2 *funeral 2010*" making above the brow jokes referencing the "settlement agreement"  
3 between Plaintiff Lawrence; whereby Martin Lawrence's character professed:  
4 "Everybody knows that the Colonel Harland Sanders stole that "recipe" ("Emphasis  
5 Added") from a Black slave named Jubilee... I give him credit for the coleslaw."

6 23. In breach of the settlement agreement, in another bad faith act where a skit  
7 was written into the "*Death At a funeral 2010*" film the Defendants made a second above  
8 the brow joke insulting Plaintiff Pamela Lawrence causing the "physical injury" of  
9 "emotional distress" and "anxiety" by referencing the "settlement agreement" without  
10 feeling, regret, reflection or remorse; whereby the characters Chris Rock/ "You know  
11 I'm a writer too. " states: "We all "write checks." ("emphasis added") However, your  
12 brother is an "Author".

13 24. The Plaintiff asserts and alleges that she did not execute a settlement  
14 agreement giving "ownership" of her copyright work "*Caught On Video...The Most*  
15 *Embarrassing Moment de Funeral, July 11, 1994* " to said Defendants A. Baer, and G.  
16 Wigam of Columbia Tristar Pictures.

17 25. The Plaintiff asserts and alleges that she did not execute a "settlement  
18 agreement" giving all of the above named Defendants' authorization and permission to  
19 make "derivative" film projects from her copyrighted work product "*Caught On*  
20 *Video...The Most Embarrassing Moment de Funeral, July 11, 1994* " nor did she  
21 authorize them to plagiarize her protective elements from her videotape entitled "*Caught*  
22 *On Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican*  
23 *Volume 1.*"

24 26. In breach of the settlement agreement, Defendants' Sidney Kimmel  
25 Entertainment, SKE Creative, LLC, Target Media Entertainment, GmbH, Sidney  
26 Kimmel, Jim Tauber, Bruce Toller, William Horberg, Diana Phillips Wonderful Films  
27 Corporation, Lawrence Malkin, Dean Craig, Share Stallings, Frank Oz, Chris Rock, Neal  
28 LaBute, Chris Rock Enterprises Inc., Columbia Pictures Industries, Inc., Tristar Pictures,  
Sony Pictures Entertainment, Ayesha Carr, Screen Gems, Inc., Parabolic Pictures Inc.,

1 Stable Way Entertainment and John Does I through X. gave “**false oaths of ownership**”  
2 to the Register of Copyright office regarding authorship in violation of 17 U.S.C. §201  
3 and 17 U.S.C. §506 (e) by failing to disclose Pamella Lawrence’s name on line six of the  
4 copyright registrations for “*Death At A Funeral 2007*,” and “*Death At A Funeral 2010*”.

5 27. The Plaintiff asserts and alleges all of the above financed, produced, and/or  
6 were unjustly enriched by Defendants distributing *Death At A Funeral 2007* on a budget  
7 of \$9 million grossed revenue \$46,600,669 (worldwide), and was released on 17 August  
8 2007 (US), 2 November 2007 (UK), Germany 10 February 2007 (European Film  
9 Market), Finland 24 August 2007, Norway 24 August 2007, Italy 29 August 2007  
10 (limited), Denmark 7 September 2007, France 19 September 2007, Portugal 20  
11 September 2007, Italy 21 September 2007, Sweden 21 September 2007, Singapore 27  
12 September 2007, Brazil 5 October 2007, Australia 11 October  
13 2007. ([http://en.wikipedia.org/wiki/Death at a Funeral \(2007 film\)](http://en.wikipedia.org/wiki/Death_at_a_Funeral_(2007_film)));  
14 (<http://www.imdb.com/title/tt0795368/releaseinfo>)

15 28. The Plaintiff asserts and alleges all of the above financed, produced and/or  
16 were unjustly enriched by said Defendants distributing *Death At A Funeral 2010* on a  
17 budget of budget 21 million gross revenue \$41,945,596 (worldwide), and was released  
18 on 16 April 2010 (USA), Canada 16 April 2010, USA 16 April 2010, Iceland 4 June  
19 2010, UK 4 June 2010, Greece 7 June 2010, Spain 25 June 2010, Italy 14 July 2010,  
20 Netherlands 15 July 2010, Poland 23 July 2010, Sweden 23 July 2010, Belgium 4  
21 August 2010, Argentina 19 August 2010, Brazil 20 August 2010, Finland 27 August  
22 2010. ([http://en.wikipedia.org/wiki/Death at a Funeral \(2010 film\)](http://en.wikipedia.org/wiki/Death_at_a_Funeral_(2010_film)));  
23 (<http://www.imdb.com/title/tt1321509/releaseinfo>)

24 29. In breach of the settlement agreement, the Plaintiff asserts and alleges that  
25 Defendants G. Wigam, Co-Chairman and A. Bear, Vice President of Tristar Pictures,  
26 Screen Gems, Sony Pictures Entertainment and John Does I through X went to the  
27 extreme conspiring with corporate financial resources to implement an elaborate “public  
28 relations campaign” by setting the “*Death At A Funeral, July 11 2007*” film all the way  
in England referring to the film as a “British Black” comedy, written by a White male

1 (“emphasis added”) Dean Craig for the sole purpose to give “false oaths of ownership”  
2 to the U.S. Copyright office in violation of 17 U.S.C. §201 amounting to a theft and  
3 fraud, and to disguise the true origins/author and deny screen credit to a female Plaintiff  
4 Pamella Lawrence for “*Caught On Video...The Most Embarrassing Moment de*  
5 *Funeral, July 11, 1994*,” as well as, block Lawrence from a 5 picture “distribution  
6 deal,” and/or or movie contracting with Sony, and/or deny her “Executive Producer”  
7 status within corporate ranks.

8 30. Thereafter, Defendants’ G. Wigam, Co-Chairman and A. Bear, Vice  
9 President of Tristar Pictures, Screen Gems, Sony Pictures Entertainment, Sidney  
10 Kimmel Entertainment, SKE Creative, LLC, Target Media Entertainment, GmbH,  
11 Sidney Kimmel, Jim Tauber, Amy Baer, Bruce Toller, Gareth Wigam, William  
12 Horberg, Diana Phillips Wonderful Films Corporation, Lawrence Malkin, Dean Craig,  
13 Share Stallings, Frank Oz, Chris Rock, Neal LaBute, Chris Rock Enterprises Inc.,  
14 Columbia Pictures, Ayesha Carr, Screen Gems, Inc., Parabolic Pictures Inc., Stable Way  
15 Entertainment and John Does I through X conspired to attribute “*Death At A Funeral*  
16 *2010*” as a “remake” of “*Death At A Funeral 2007*,” in order, to conceal the origins of  
17 the legal author/owner and deny screen credit to Plaintiff Lawrence, as well as, transfer  
18 and fraudulently absorbed Lawrence’s intellectual property assets in order to deceive the  
19 consuming public into believing that male Defendants created the storyline/concept/plot  
20 in the “*Death At A funeral 2007*,” and “*Death At A Funeral 2010*” films.

21 31. The Plaintiff asserts Defendants G. Wigam, Co-Chairman and A. Bear,  
22 Vice President of Tristar Pictures, Colombia, Screen Gems, and Sony Pictures  
23 Entertainment violated 17 U.S.C. § 2, 17 U.S.C. § 3, 17 U.S.C. § 4, 17 U.S.C. § 101, and  
24 17 U.S.C. § 201 failing to disclose to the United States copyright office the true  
25 authorship of Plaintiff Pamella Lawrence for “*Death At A funeral 2007*,” and “*Death At*  
26 *A Funeral 2010*” films constitutes breach of a settlement agreement, theft, fraud and  
27 deceit.

## 28 JURISDICTION

1 32. This complaint alleges copyright infringement arising under U.S. Copyright  
2 Act (hereafter, the “Copyright Act”) of 1909, and 1976, 17 U.S.C. § 101 *et. al.*, and 28  
3 U.S.C. §§1331, 1338(a)(b), and 1332.

4 33. The Court has subject matter jurisdiction for claims of unfair competition  
5 arising under the Lanham Act, 15 U.S.C. §1125(a), and for declaratory relief pursuant to  
6 the Declaratory Judgment Act, 28 U.S.C. §§2201 *et. seq.*, Plaintiff invokes the  
7 jurisdiction of this Court pursuant to 28 U.S.C. §§ 2201, and 2202 (“a case or  
8 controversy within its jurisdiction”). This Court has jurisdiction over these state law  
9 claims pursuant to its supplemental jurisdiction, 28 U.S. C. §1367(a).

10 **VENUE**

11 34. Venue is proper in the United States District Court for the Central District  
12 of California pursuant to 28 U.S.C. §§1391(b) and (c), 1400(a).

13 **PARTIES**

14 35. Plaintiff Pamela Lawrence is a citizen and resident of Los Angeles,  
15 California

16 36. At all times relevant, Defendant Sidney Kimmel, (hereinafter “Kimmel”)  
17 was and is a resident of the state of California, conducting business in the state of  
18 California, serving as the current CEO for Defendant Sidney Kimmel Entertainment,  
19 LLC.

20 37. At all times relevant, Defendant Sidney Kimmel Entertainment, LLC, is a  
21 California Corporation conducting business and having its principal office and  
22 headquarters in the city of Beverly Hills in the state of California, and has “distributed”  
23 and “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright  
24 across the state lines of California.

25 38. At all times relevant, Defendant SKE Creative, LLC., is a California  
26 Corporation conducting business and having its principal office and headquarters in the  
27 city of Beverly Hills in the state of California, and has “distributed” and “counterfeited”  
28 more than 10 copies of Plaintiff’s federally protected copyright across the state lines of  
California.

1           39. At all times relevant, Defendant Target Media Entertainment, GmbH, is a  
2 California Corporation conducting business and having its principal office and  
3 headquarters in the city of Beverly Hills in the state of California, and has “distributed”  
4 and “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright  
5 across the state lines of California.

6           40. At all times relevant, Defendant Amy Baer (hereinafter “Baer”) was and is a  
7 resident employed by Tristar Pictures Inc. which is a division of Sony Pictures  
8 Entertainment conducting business in the state of California, and has “distributed” and  
9 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
10 the state lines of California.

11           41. At all times relevant, Defendant Gareth Wigam (hereinafter “Wigam”) was  
12 a resident employed by Tristar Pictures Inc. which is a division of Sony Pictures  
13 Entertainment conducting business in the state of California, and has “distributed” and  
14 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
15 the state lines of California.

16           42. At all times relevant, Defendant Sony Pictures Entertainment, Inc.  
17 (hereinafter “SPE”) is a Delaware Corporation conducting business and having its  
18 principal office and headquarters in the city of Culver City in the state of California, and  
19 has “distributed” and “counterfeited” more than 10 copies of Plaintiff’s federally  
20 protected copyright across the state lines of California.

21           43. At all times relevant, Defendant Tristar Pictures Inc, Inc. (hereinafter  
22 “Tristar”) is a Delaware Corporation conducting business and having its principal office  
23 and headquarters in the city of Culver City in the state of California, and has  
24 “distributed” and “counterfeited” more than 10 copies of Plaintiff’s federally protected  
25 copyright across the state lines of California.

26           44. At all times relevant, Defendant Wonderful Films Corp. is a California  
27 Corporation conducting business and having its principal office and headquarters in the  
28 city of Santa Monica in the state of California, and has “distributed” and “counterfeited”



1 more than 10 copies of Plaintiff's federally protected copyright across the state lines of  
2 California.

3 45. At all times relevant, Defendant Stable Way Entertainment, Inc. is a  
4 California Corporation conducting business and having its principal office and  
5 headquarters in the city of Santa Monica in the state of California, and has "distributed"  
6 and "counterfeited" more than 10 copies of Plaintiff's federally protected copyright  
7 across the state lines of California.

8 46. At all times relevant, Defendant Screen Gems, Inc. is a Delaware  
9 Corporation conducting business and having its principal office and headquarters in the  
10 city of Culver City in the state of California, and has "distributed" and "counterfeited"  
11 more than 10 copies of Plaintiff's federally protected copyright across the state lines of  
12 California.

13 47. At all times relevant, Defendant Screen Gems Distribution, Inc. is a  
14 Delaware Corporation conducting business and having its principal office and  
15 headquarters in the city of Culver City in the state of California, and has "distributed"  
16 and "counterfeited" more than 10 copies of Plaintiff's federally protected copyright  
17 across the state lines of California.

18 48. At all times relevant, Defendant Columbia Pictures Industries, Inc.  
19 (hereinafter "Columbia") is a Delaware Corporation conducting business and having its  
20 principal office and headquarters in the city of Culver City in the state of California, and  
21 has "distributed" and "counterfeited" more than 10 copies of Plaintiff's federally  
22 protected copyright across the state lines of California.

23 49. At all times relevant, Defendant Behave Production, Inc. is a California  
24 Corporation conducting business and having its principal office and headquarters in the  
25 city of Culver City in the state of California, and has "distributed" and "counterfeited"  
26 more than 10 copies of Plaintiff's federally protected copyright across the state lines of  
27 California.

28 50. At all times relevant, Defendant Neal LaBute (hereinafter "LaBute") was  
and is a resident conducting business in the state of California, and has "distributed" and

1 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
2 the state lines of California.

3 51. At all times relevant, Defendant Frank Oz (hereinafter “Oz”) was and is a  
4 resident conducting business in the state of California, and has “distributed” and  
5 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
6 the state lines of California.

7 52. At all times relevant, Defendant Dean Craig (hereinafter “Craig”) was and  
8 is a resident conducting business in the state of California, and has “distributed” and  
9 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
10 the state lines of California.

11 53. At all times relevant, Defendant Glenn S. Gainor (hereinafter “Gainor”) was  
12 and is a resident conducting business in the state of California, and has “distributed” and  
13 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
14 the state lines of California.

15 54. At all times relevant, Defendant William Horberg (hereinafter “Horberg”) was  
16 and is a resident conducting business in the state of California, and has “distributed”  
17 and “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright  
18 across the state lines of California.

19 55. At all times relevant, Defendant Laurence Malkin, (hereinafter “Malkin”) was  
20 and is a resident conducting business in the state of California, and has “distributed”  
21 and “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright  
22 across the state lines of California.

23 56. At all times relevant, Defendant Diana Phillips (hereinafter “Phillips”) was  
24 and is a resident conducting business in the state of California, and has “distributed” and  
25 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
26 the state lines of California.

27 57. At all times relevant, Defendant Bruce Toller (hereinafter “Toller”) was and  
28 is a resident conducting business in the state of California, and has “distributed” and

1 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
2 the state lines of California.

3 58. At all times relevant, Defendant Jim Tauber (hereinafter “Tauber”) was and  
4 is a resident conducting business in the state of California, and has “distributed” and  
5 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
6 the state lines of California.

7 59. At all times relevant, Defendant Philip Elway (hereinafter “Elway”) was  
8 and is a resident conducting business in the state of California, and has “distributed” and  
9 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
10 the state lines of California.

11 60. At all times relevant, Defendant Andreas Grosch (hereinafter “Grosch”) was  
12 and is a resident conducting business in the state of California, and has “distributed” and  
13 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
14 the state lines of California.

15 61. At all times relevant, Defendant Bruce Toll (hereinafter “Toll”) was and is a  
16 resident conducting business in the state of California, and has “distributed” and  
17 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
18 the state lines of California.

19 62. At all times relevant, Defendant Ayesha Carr (hereinafter “Carr”) was and  
20 is a resident conducting business in the state of California, and has “distributed” and  
21 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
22 the state lines of California.

23 63. At all times relevant, Defendant Share Stallings (hereinafter “Stallings”) was  
24 and is a resident conducting business in the state of California, and has “distributed”  
25 and “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright  
26 across the state lines of California.

27 64. At all times relevant, Defendant Lawrence Malkin (hereinafter “Malkin”) was  
28 and is a resident conducting business in the state of California, and has “distributed”

1 and “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright  
2 across the state lines of California.

3 65. At all times relevant, Defendant William Horberg (hereinafter “Horberg”)  
4 was and is a resident conducting business in the state of California, and has “distributed”  
5 and “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright  
6 across the state lines of California.

7 66. At all times relevant, Defendant Chris Rock (hereinafter “Rock”) was and is  
8 a resident conducting business in the state of California, and has “distributed” and  
9 “counterfeited” more than 10 copies of Plaintiff’s federally protected copyright across  
10 the state lines of California.

11 67. At all times relevant, Defendant Chris Rock Enterprises Inc., is a Delaware  
12 Corporation conducting business and having its principal office and headquarters in the  
13 city of in the state of New York, and has “distributed” and “counterfeited” more than 10  
14 copies of Plaintiff’s federally protected copyright across the state lines of California.

15 68. At all times relevant, Defendant Parabolic Pictures Inc., is a California  
16 Corporation conducting business and having its principal office and headquarters in the  
17 city of in the state of Newport Beach, and has “distributed” and “counterfeited” more  
18 than 10 copies of Plaintiff’s federally protected copyright across the state lines of  
19 California.

20 69. Defendant John Does I through X are employed at all of the above  
21 Defendants companies existing and doing business under the laws of the State of  
22 California, and located at and engaging in business in said state, including having  
23 distributed more than 10 copies of stolen copy written material in the state of California.

24 70. Plaintiff Lawrence has exhausted all of her administrative remedies with the  
25 copyright office. Pursuant to 37 C.F.R. 201.7(a), Id. 781-82, and there are no “external  
26 remedies” for external third parties. Plaintiff asserts there are no “inferences” or  
27 “utterances” within the William Morris settlement agreement nor the Sony agreement  
28 that infers the Plaintiff to have sold her underlining copyrights.

**SIMILARITIES BETWEEN PAMELLA’S VIDEO AND THE MOVIE**

71. The incidents, characters, and settings in *“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1”* are unique, and therefore protected. Pamella’s characters, setting, plot, sound and visual effects, scenes, and the total concept and feel are embodied in the film *Death At A Funeral 2010*. Defendants have not only copied verbatim Plaintiff’s ideas in her video, they have copied Plaintiff’s expression of her ideas, and failed to disclose her name on line six of the copyright registration constituting breach of “settlement agreement” and “theft.” The total concept without permission and feel on the two works is substantially similar.

72. The substantial similarities by and between *“Death At the Funeral 2007” and Death At A funeral 2010”* and *“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1”* concern many of the protectable elements, including, but not limited to: actionable similarity in plot, expression, theme, characters, dialogue, mood and setting. The use of a title along this same continuum is just one similarity. In addition, the “pattern of theft” is “black and white” between the correlation and usage of the opposite spectrum of “visual images:” (*Regina Kimbell, vs. Chris Rock Enterprises*, Case U.S. Dist. Ct. California, CV09-07249 (DFS)) *“My Nappy Roots” vs. “Good Hair”*) A brief outline of the comparisons is attached to this complaint and incorporated herein as Exhibit 1, as well as, listed below:

<b><i>“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1”.</i></b>	<b><i>“Death At A Funeral 2010”</i></b>
A) CHARACTER – African American, Reverend - Same physique, 13:00-13:15 seconds; 17:56-18:34 seconds	CHARACTER - African American, Keith David...Reverend Davis- Same physique 16:20-17:03 seconds
B) Lady in Black Outfit, holding “white handkerchief” -16:09-16:12 seconds and 52:54-53:05, height same, weight same, played two rolls- a the wife of the deceased- 15:15 -15:30 seconds, and	Loretta Devine... Cynthia- Attacker, Black Outfit, holding “white handkerchief” - 7:26 – 8:20 seconds, played two rolls as the wife of the deceased; CHAOS – In front of coffin 1:20 -1:21:21 seconds; Attacker



<p>1 Pamella's attacker... CHAOS – In front of  2 coffin 43:34-; Pulled off Pamella's  3 "weave" - 49:42</p>	<p>pulls off guest hat with "weave"  ("Emphasis Added")</p>
<p>4 C) Young Black male, Lover lingering at  5 dead man's coffin white shirt black stripes  6 37:56-38:32 seconds, touching coffin; fight  7 at funeral over "romantic relationship"  8 plot; Guest is a "<b>Black Sailor suit</b>"  9 ("<b>emphasis added</b>") "<b>white stripes</b>"  10 ("<b>emphasis added</b>") in the front row for  11 the gay theme - 20:04-20:20 seconds, gay  12 theme striped prison ("<b>emphasis added</b>")  13 shirt - 37:32-38:33 seconds; gay  14 theme...man totally breaks down crying  15 39:19-39:26; gay theme- Sailor in black  16 outfit white stripes kisses deceased twice  17 after wife ("<b>emphasis added</b>") 14:10 -  18 44:31</p>	<p>Peter Dinklage...Frank, White young male,  homosexual lover; Lover lingering at dead  man's coffin 15:58-16:02 seconds;  touching coffin; Gay Parade "<b>White Sailor</b>  <b>suit</b>" ("<b>emphasis added</b>") "<b>black stripes</b>"  ("<b>emphasis added</b>") - 38:33-38:37  seconds; fight at the funeral 50:00-51:38  seconds, 1:20:52 - Lover being carried  away from dead body, 1:21:12 -1:21:30 -  handkerchief wife of deceased attacks gay  lover; pictures drop on the ground; gay  theme- Sailor kisses deceased twice after  wife ("<b>emphasis added</b>") 14:10 - 44:31</p>
<p>15 D) Pamella – "I went to go see a doctor  16 after the attack," pg. 101</p>	<p>Ron Glass...Duncan – Doctor</p>
<p>17 E) Pamella "<b>Lawrence</b>" – Writer from  18 New York travelling to Los Angeles; "like  19 a novel or play, the "idea" ("<b>emphasis</b>  20 added") to taking this problem to a "talk  21 show," ("<b>emphasis added</b>" unfolded in my  22 head," pg. 120</p>	<p>Martin "<b>Lawrence</b>"...Ryan – Writer from  LA travelling to New York; black and  white shirt image, "If I don't get some  money soon, I'm gonna have to do a damn  "reality show," 46:35-46:37,</p>
<p>22 F) Beverly – White  23 female related to deceased by marriage,  24 sharply dressed- pg. 80; accompanying  25 Pamella Lawrence to the funeral-31:05-  26 31:08 seconds; ... "Pamella" - fight  27 inside funeral that leads outside, "I was  28 <b>pulled away by some friends,</b>" pg. 92,  33:03-33.27 seconds;</p>	<p>James Marsden...Oscar – White male  accompanies Zoë Saldaña to the funeral;  Oscar / Cynthia – Face in Chest – Oscar  sang – Song "Amazing Grace -" 23:52 -  24:17 seconds; fight inside funeral that  leads outside 30:06-32:04 seconds, "<b>pulled</b>  <b>away by some friends,</b>" pg 92; naked  person at funeral 51:59-52:17, 1:06-  1:07:59; 1:13:20 - 1:14-15:42 -  Combination of Naked Man Plot</p>

1	G) Pamella – “Received medication for the pain and to help fight any “infection” (“emphasis added”), pg. 101;	Tracy Morgan... Norman - “Received medication for the pain and to help fight any “infection” (“emphasis added”), 34:55-35:04 - Infection; 1:01:10-1:41
2		
3		
4	H) 15:09 -15:13 seconds – Two Brothers one in Black and one in White standing against the left wall – 15:53 -15:59 seconds; 16:54-17:09 seconds- Zoom in Plot of two brothers ...	Chris Rock.... Aaron, black and white shirt image – 1:23:43-1:24:53 seconds, Aaon Barnes – Standing with Ryan side by side, looking at the guests arrive and walk to casket,
5		
6		
7		
8		
9	I) Pamella “Lawrence” – Likenes - Blk. Slim, Sleeveless dress, with necklace, accompanying White female; fight at funeral over “romantic relationship” plot	Zoe Saldana...Elaine (as Zoë Saldaña), Likeness - Blk. Slim, Sleeveless dress, with necklace, accompanying White male; fight at funeral over “romantic relationship” plot 1:07-1:07:14
10		
11		
12		
13	J) Debby- fight at funeral over “romantic relationship plot” 1:07-1:07:14	Luke Wilson... Derek- fight at funeral over “romantic relationship plot” 1:07-1:07:14
14		
15		
16	K) Chinese guy holds Pamella’s hand during the fight. His name is Mr. Chung.	Jamison Yang...Asian Man
17		
18	L) Pamella and her White friend seating arrangements on the video- 31:05-31:08 seconds;	Oscar and Elaine in the funeral seated identical as (Pamella and her White friend)
19		
20		
21	M) MUSIC – “Service “started” (“emphasis added”) with a mellow tune by Jamaican Music, “Jamaican reggae artist Yellow Man,” pg. 81 book; “Amazing Grace – 14:46-16:12;”	MUSIC – “Service “started” (“emphasis added”) with a mellow tune by Jamaican Music, “Jamaican reggae artist Yellow Man,” pg. 81 book; “Amazing Grace;”
22		
23		
24		
25		
26	N) EMOTIONS, Pamella Constant battle with nervousness- pg. 79 book, “very emotional funeral”- pg. 81; “chaos continued as the crowed was hastily ushered out of the building,” pgs. 82-83,	EMOTIONS, Constant battle with nervousness- pg. 79 book, “very emotional funeral”- pg. 81; “chaos continued as the crowed was hastily ushered out of the building,” pgs. 82-83,
27		
28		

<p>O) SETTING – Copied businesses within a 12 mile radius of the funeral home., Credits of the film reflect setting in Los Angeles, license plate reflects California Deceased, tennis shoes hanging on inner city electric wire to the telephone line 1:37- 1:39; Burger Restaurant 1:44-1:49; Carwash 2:04-2:08; Pasadena Bridge 2:13-2:14; Mailman truck directly across the street from funeral home – 5:47;</p>	<p>SETTING – Copied businesses within a 12 mile radius of the funeral home., Credits of the film reflect setting in Los Angeles, license plate reflects California Deceased, tennis shoes hanging on inner city electric wire to the telephone line 1:37- 1:39; Burger Restaurant 1:44-1:49; Carwash 2:04-2:08; Pasadena Bridge 2:13-2:14; Mailman truck directly across the street from funeral home – 5:47;</p>
<p>P) LOCATION – Crenshaw Blvd., pg. 77 book,</p>	<p>LOCATION – Crenshaw Blvd., pg. 77 book,</p>
<p>Caught On Video...The Most Embarrassing Moment de Funeral, “July 11, 1994” date is an admission of “Theft”.</p>	<p>The “July 11, 2007” release date for “Death At A Funeral 2007” is an admission of theft of Lawrence’s work.</p>
<p>Q) Deceased Successful Entrepreneur Respected Promoter/Producer of Reggae Music Industry and Husband and Father</p>	<p>Deceased Successful Entrepreneur Respected Promoter/Producer of Reggae Music Industry and Husband and Father</p>

**FIRST CAUSE OF ACTION**

**(COPYRIGHT INFRINGEMENT – 17 U.S.C. §101 et. seq.)**

**(By Pamela Lawrence against All Defendants)**

73. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1 through 72 as if fully set forth herein.

74. Plaintiff *“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1”* contains material that is original and created by Lawrence, and is copyrightable subject matter under the laws of the United States.

75. On or about, June 2010, Lawrence secured the exclusive rights and privileges in and to *“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1”* which is a supplemental video to *“Caught On*

1 *Video...The Most Embarrassing Moment de Funeral, July 11, 1994*" by registering the  
 2 copyrights and receiving from the Register of Copyrights a confirmation on August 21,  
 3 1995 for the registration bearing the Claim ID No, [TXu000698940] and [  
 4 ]. Plaintiff owns a valid and enforceable copyright which are creative works of original  
 5 authorship.

6 76. Lawrence is currently and always has been the sole proprietor of all rights,  
 7 title and interest in and to the copyright in "*Caught On Video...The Most Embarrassing*  
 8 *Moment de Funeral, July 11, 1994, Jamaican Volume 1*". As the sole proprietor of all  
 9 rights, title, and interest in and to the copyright in "*Caught On Video...The Most*  
 10 *Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*" Lawrence has  
 11 the exclusive right to, among other things, to copy and prepare *derivative* works based  
 12 on "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994,*  
 13 *Jamaican Volume 1*" or transfer these rights to someone else.

14 77. Lawrence has complied in all respects with the copyright laws and is the  
 15 exclusive owner of the copyrights to the "*Caught On Video...The Most Embarrassing*  
 16 *Moment de Funeral, July 11, 1994, Jamaican Volume 1*" including the rights infringed  
 17 by Defendants. Lawrence has obtained from the Register of Copyright Certificates of  
 18 Registration. These certificates are identified, dated and numbered as follows:

19 NAME	TITLE	COPYRIGHT NUMBER	DATE
21 Lawrence, 22 Pamella	Caught on video, the most embarrassing moment.	TXu000698940	1995
23 Lawrence, 24 Pamella	<i>Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1</i>		2010

25 78. Through the acts alleged above, Defendants Sidney Kimmel Entertainment,  
 26 SKE Creative, LLC, Target Media Entertainment, GmbH, Sidney Kimmel, Jim Tauber,  
 27 Amy Baer, Bruce Toller, Gareth Wigam, William Horberg, Diana Phillips Wonderful  
 28 Films Corporation, Lawrence Malkin, Dean Craig, Share Stallings, Frank Oz, Chris  
 Rock, Neal LaBute, Chris Rock Enterprises Inc., Columbia Pictures Industries, Inc.,

1 Ayesha Carr, Screen Gems, Inc., Parabolic Pictures Inc., Stable Way Entertainment and  
2 John Does I through X have violated Lawrence's exclusive right to reproduce and make  
3 copies of its copyrighted support materials by copying her copyrighted treatment and  
4 book onto its computers in violation of 17 U.S.C. § 106.

5 79. Defendants were not authorized to copy, download, reproduce, create  
6 derivative works from, distribute, or publicly display Lawrence's copyrighted treatment  
7 and book entitled the "*Caught On Video...The Most Embarrassing Moment de Funeral,*  
8 *July 11, 1994, Jamaican Volume 1.*"

9 80. In addition to directly infringing Lawrence's copyrights, Defendants have  
10 contributorily and/or vicariously infringed her copyrights for the "*Caught On*  
11 *Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume*  
12 *1*" by controlling, directing, inducing or materially contributing to the copying,  
13 distribution, publicly display or creation of derivative works from Lawrence's  
14 copyrighted treatment and book. Defendants also obtained a direct financial benefit from  
15 the above alleged infringing activities.

16 81. By producing "*Death At A funeral 2007,*" and "*Death At A Funeral 2010,*"  
17 films clearly copied from "*Caught On Video...The Most Embarrassing Moment de*  
18 *Funeral, July 11, 1994, Jamaican Volume 1,*" Defendants knowingly and willfully  
19 infringed, and will continue to infringe, Lawrence's copyright in "*Caught On*  
20 *Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume*  
21 *1*"

22 82. Defendants knew or should have known that copying, distributing, public  
23 display of, and creating derivative works from Lawrence's treatment and book entitled  
24 the "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994,*  
25 *Jamaican Volume 1*" which Defendants copied and had no legitimate license to copy,  
26 distribute, publicly display or create derivative works from those materials infringed her  
27 copyrights in those materials.

28 83. Plaintiff Lawrence states a claim upon which relief can be based against  
Defendants S. Kimmel, Sidney Kimmel Entertainment, SKE Creative, LLC, Target



1 Media Entertainment, GmbH, J. Tauber, A. Baer, B. Toller, G. Wigam, W. Horberg, D.  
2 Phillip, Wonderful Films, L. Malkin, D. Craig, S. Stallings, F. Oz, C. Rock, N. LaBute,  
3 Chris Rock Enterprises, Columbia Pictures Industries, A. Carr, Screen Gems, Parabolic  
4 Pictures Inc., Stable Way Entertainment, and John Does I through X whereby (1) A  
5 chain of events are established between the Plaintiff's work and the Defendant's  
6 "access" to that work (such as through "improper misappropriate and theft" through  
7 Defendants Fox by A. Baer, and G. Wigam constituting "access" to Lawrence's work (2)  
8 Defendants' copied verbatim the "*Caught On Video...The Most Embarrassing Moment*  
9 *de Funeral, July 11, 1994, Jamaican Volume 1*" audiovisual CD, and (3) Defendants'  
10 continued the criminal activity by copying verbatim protected elements of Lawrence's  
11 storyline, plot, theme, logo, title, concept, such elements as shots, dialogue, poses,  
12 characters, graphic illustrations, production design, location, and the makings of the  
13 "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994,*  
14 *Jamaican Volume 1*" constituting "striking/substantial similarity" in contravention to the  
15 "Inverse Ratio Rule," (4) subject matter jurisdiction exists based on P. Lawrence  
16 registering a complete copyright of her treatment entitled the "*Caught On Video...The*  
17 *Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*" in June of  
18 2010, and making her the owner of the derivative work entitled "*Death At A funeral*  
19 *2007,*" and "*Death At A Funeral 2010;*" (5) Plaintiff is entitled to profits that are  
20 "attributable to infringement pursuant to 17 U.S.C. § 504(b) (1994) for the infringing  
21 elements of the "*Caught On Video...The Most Embarrassing Moment de Funeral, July*  
22 *11, 1994, Jamaican Volume 1,*" in violation of 17 U.S.C. §§101, and 201.

23 84. The Plaintiff asserts her "*Caught On Video...The Most Embarrassing*  
24 *Moment de Funeral, July 11, 1994, Jamaican Volume 1*" copy written CD was stolen by  
25 the above mentioned Defendants' constituting a "theft/improper appropriation": (1)  
26 Lawrence's story idea is original; (2) Lawrence did submit her idea to Sony; (3) the  
27 copyrighted material was understood to be for sale; (4) the copyrighted material was  
28 stolen; (5) are there are "antitrust/antiracketeering injuries" and damages".

1           85. The Plaintiff asserts said Defendants made agreements regarding the  
2 "*Death At A Funeral 2010*" story without first getting authorization from co-author  
3 Plaintiff Lawrence to use her copyrighted "*Caught On Video...The Most Embarrassing*  
4 *Moment de Funeral, July 11, 1994, Jamaican Volume 1*" story that had been stolen and  
5 placed into "*Death At A funeral 2007,*" and "*Death At A Funeral 2010.*"

6           86. Plaintiff Lawrence is "sole legal owner" of the "*Death At A funeral 2007,*"  
7 and "*Death At A Funeral 2010*" motion picture copyrights pursuant to 17 U.S.C. §201  
8 as demonstrated by Defendants S. Kimmel, Sidney Kimmel Entertainment, SKE  
9 Creative, LLC, Target Media Entertainment, GmbH, J. Tauber, A. Baer, B. Toller, G.  
10 Wigam, W. Horberg, D. Phillip, Wonderful Films, L. Malkin, D. Craig, S. Stallings, F.  
11 Oz, C. Rock, N. LaBute, Chris Rock Enterprises, Columbia Pictures Industries, A. Carr,  
12 Screen Gems, Parabolic Pictures Inc., Stable Way Entertainment "ripping off" / "copying  
13 verbatim" the audiovisual CD likeness, image, storyline, plot, concept, theme, logos,  
14 characters, graphic illustrations, and the makings of the "*Caught On Video...The Most*  
15 *Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*" of which such  
16 "racketeering conduct" was committed.

17           87. Each and every agreement reached by S. Kimmel, Sidney Kimmel  
18 Entertainment, SKE Creative, LLC, Target Media Entertainment, GmbH, J. Tauber, A.  
19 Baer, B. Toller, G. Wigam, W. Horberg, D. Phillip, Wonderful Films, L. Malkin, D.  
20 Craig, S. Stallings, F. Oz, C. Rock, N. LaBute, Chris Rock Enterprises, Columbia  
21 Pictures Industries, A. Carr, Screen Gems, Parabolic Pictures Inc., Stable Way  
22 Entertainment from 2006-05-25 to 2010-04-14 regarding the "*Death At A funeral 2007,*"  
23 and "*Death At A Funeral 2010*" has been legally inoperative because Defendants  
24 willfully breached the settlement agreement by stealing from the audiovisual CD, and  
25 Plaintiff Lawrence was not included or compensated in accordance with 17 U.S.C. 106  
26 and 201.

27           88. Plaintiff Pamela Lawrence requests that the Court declare the Defendants'  
28 copyright null and void and/or cancelled, as well as, each business agreement void as  
against public policy based upon offenses in the registrations that violated 17 U.S.C.

1 §201, and 17 U.S.C. § 506 (e) as to [V3538 D318 P1-3] and [PA0001671381] that  
2 became the basis of every other illegal “*Death At A funeral 2007,*” and “*Death At A*  
3 *Funeral 2010*” registration under 28 U.S.C. §§2201 and 2202, and that the defendants  
4 disgorge any and all profits that resulted from the illegal concealment of Plaintiff’s  
5 contribution to authorship that was done by the same unlawful modus operandi that was  
6 used to conceal the rights of Pamela Lawrence in the production of the first *Death At A*  
7 *funeral 2007*”.

8 89. SKE Creative, LLC, Target Media Entertainment, GmbH, Sidney Kimmel  
9 Entertainment made “*Death At A funeral 2007,*” released on August 17, 2007 (US), and  
10 “*Death At A Funeral 2010*” that was released on April 16, 2010 on budgets of \$9 million  
11 and later \$21 million with a gross revenue of \$88,546,265 million with a copyright  
12 registrations of [V3538 D318 P1-3] without disclosing the contribution of Plaintiff  
13 Lawrence to the story through “*Caught On Video...The Most Embarrassing Moment de*  
14 *Funeral, July 11, 1994, Jamaican Volume 1*” .

15 90. The copyright of “*Death At A funeral 2007,*” and “*Death At A Funeral*  
16 *2010.*” were registered as [V3538 D318 P1-3], and [PA0001671381] without any  
17 reference to the co-authorship of Plaintiff Lawrence.

18 91. Based upon the aforementioned illegal practices in defiance of the public  
19 laws of the United States, particularly pursuant to 17 U.S.C. §201, 17 U.S.C. §106, 17  
20 U.S.C. §506 (e), 18 U.S.C. §1621 (a), 18 U.S.C. §371, 18 U.S.C. §2, 18 U.S.C. § 3, and  
21 18 U.S.C. § 4., all contracts by Defendants that omitted Pamela Lawrence as the Owner  
22 are hereby void against public policy including those with SKE Creative, LLC, Target  
23 Media Entertainment, GmbH, Sidney Kimmel Entertainment. The Defendants  
24 encroached upon the Plaintiff’s exclusive rights that are granted to a copyright owner  
25 pursuant to 17 U.S.C. § 106, which Infringement is implicitly defined in 17 U.S.C. §  
26 501(a): Anyone who violates any of the exclusive rights of the copyright owner as  
27 provided by [17 U.S.C. §§ 106-122] or of the author as provided by [17 U.S.C. § 106A],  
28 or who imports copies in and/or outside of United States in violation of [17 U.S.C. §  
602], is an infringer of the copyright. Section 106 of Title 17 sets out the copyright

1 owner's exclusive rights. These rights consist of the rights "to do and to authorize" the  
2 following: (I) to reproduce a work in copies § 106(1), (II) to prepare derivative works, §  
3 106(2), (III) to distribute copies of the work to the public, § 106(3); (IV) to perform the  
4 work publicly (for certain types of works), (V) § 106(4), (6) to display a work publicly  
5 (for certain types of works), § 106.

6 92. As a direct and proximate result of Defendants' copyright infringement and  
7 breach of settlement agreement, Lawrence has suffered and will continue to suffer "anti-  
8 trust injuries and/or anti-racketeering injuries, and damages, much of which cannot be  
9 reasonably or adequately measured or compensated in damages. Such injuries and  
10 damages include, but are not limited to, the fact that Lawrence has been unfairly  
11 deprived of: (1) just compensation, including the income from selling the film rights to  
12 "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994,*  
13 *Jamaican Volume 1*" ; and (2) appropriate recognition, including a screen credit, to  
14 which she is entitled, as well as, recognition on the actual copyrights for "*Death At A*  
15 *funeral 2007,*" and "*Death At A Funeral 2010*". Lawrence is entitled to damages in an  
16 amount to be proven at trial, including profits attributable to the infringement not taken  
17 into account in computing actual damages under 17 U.S.C. § 504, Cal. Penal Code §496,  
18 and Cal. Penal Code § 502.

19 93. Defendants' infringement of Lawrence's copyrights has also caused her  
20 irreparable injury. Unless restrained and enjoined, Defendants' will continue to commit  
21 such acts. Lawrence's remedy at law is not adequate to compensate it for these inflicted  
22 and threatened injuries, entitling Lawrence to remedies including injunctive relief as  
23 provided by 17 U.S.C. § 101 et. seq., 17 U.S.C. § 501a and an order impounding or  
24 destroying any and all infringing materials pursuant to 17 U.S.C. § 503.

25 94. Defendants' efforts to make contracts regarding copyrighted material that  
26 they did not own pursuant to 17 U.S.C. § 101 et. seq.. (1988), 17 U.S.C. §§§§ 201, and  
27 106(1), 106(2), 106(3) are void against public policy under 17 U.S.C. § 501a, 17 U.S.C.  
28 § 506 (e).

1 95. All of the Defendants' participated in the production, distribution, use, and  
2 exploitation of "*Death At A Funeral 2010*" film. Defendants' knowingly and willfully  
3 infringed, authorized others to infringe, and will continue to infringe Plaintiff's  
4 copyrights in the "*Caught On Video...The Most Embarrassing Moment de Funeral, July*  
5 *11, 1994, Jamaican Volume 1*".

6 96. Plaintiff Lawrence has been damaged by Defendants including SKE  
7 Creative, LLC, Target Media Entertainment, GmbH, Sidney Kimmel Entertainment  
8 between August 17, 2007 and April 16, 2010 in an amount in excess of \$20,000,000.00  
9 dollars.

10 **SECOND CAUSE OF ACTION**

11 **(Contributory Infringement)**

12 **(By Pamela Lawrence Against All of the Defendants)**

13 97. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
14 through 96 as if fully set forth herein:

15 98. Upon information and belief, Defendants, knew or had reason to know of  
16 the infringing activity.

17 99. Had Defendants' not willfully breached the settlement agreement by  
18 copying verbatim the story from the Pamela's CD, they would realized that Plaintiff had  
19 the ability to also copyright the material on the CD. Either Defendants' failed to perform  
20 their due diligence in assuring that *Death At A funeral 2010* was not infringing on  
21 another Plaintiff's copyrighted "*Caught On Video...The Most Embarrassing Moment de*  
22 *Funeral, July 11, 1994, Jamaican Volume 1*", or the Defendants' took a gamble  
23 researching different copyrights of the Plaintiff for her CD, and did not care about  
24 infringing Plaintiff's work. Nonetheless, Defendants' situation, the Defendants knew or  
25 should have known that S. Kimmel, Sidney Kimmel Entertainment, J. Tauber, A. Baer,  
26 B. Toller, G. Wigam was infringing Plaintiff's copyrighted material.

27 100. Upon information and belief, Defendants', intentionally fraudulently  
28 induced and/or materially contributed to S. Kimmel, SKE Creative, LLC, Target Media  
Entertainment, GmbH, Sidney Kimmel Entertainment, J. Tauber, A. Baer, B. Toller, G.



1 Wigam, infringing activity by copying, using, modifying, reproducing, displaying, and  
2 disbuting Plaintiff's copyrighted material.

3 101. Defendants' copyright infringement is the proximate cause of Plaintiff's  
4 injury.

5 102. WHEREFORE, Plaintiff prays for relief as set forth below.

6 **THIRD CAUSE OF ACTION**

7 **(Vicarious Copyright Infringement)**

8 **(By Pamela Lawrence Against All of the Defendants)**

9 103. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
10 through 102 as if fully set forth herein:

11 104. Defendants from S. Kimmel, Sidney Kimmel Entertainment, SKE Creative,  
12 LLC, Target Media Entertainment, GmbH, J. Tauber, A. Baer, B. Toller, G. Wigam, W.  
13 Horberg, D. Phillip, Wonderful Films, L. Malkin, D. Craig, S. Stallings, F. Oz, C. Rock,  
14 N. LaBute, Chris Rock Enterprises, Columbia Pictures Industries, A. Carr, Screen  
15 Gems, Parabolic Pictures Inc., and Stable Way Entertainment, had the right, authority,  
16 and the ability to control or supervise A. Baer, and G. Wigam. Defendants' actions,  
17 failures, and omissions, which violated Plaintiff's copyright in the "*Caught On*  
18 *Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume*  
19 *I*" story and Plaintiff's rights.

20 105. Defendants Columbia Pictures Industries, Screen Gems, Parabolic Pictures  
21 Inc., and Stable Way Entertainment, Wonderful Films Corporation, Chris Rock  
22 Enterprises Inc., and John Does I through X had knowledge of Plaintiff's rights and  
23 interests in the "" during the development, production, distribution, and exploitation of  
24 *Death At A funeral 2010* film.

25 106. Defendant's obtained a direct financial interest, financial advantage, and/or  
26 economic consideration from the infringement.

27 107. WHEREFORE, Plaintiff prays for relief as set forth below.

28 **FOURTH CAUSE OF ACTION**

**(Unfair Competition –Lanham Act – 15 U.S.C. §§1117, 1125(a))**

**(By Pamela Lawrence against All Defendants)**

1  
2 108. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
3 through 107 as if fully set forth herein:

4 109. By claiming that "*Death At A funeral 2007*," and "*Death At A Funeral*  
5 *2010*" Rock's bran child, and ignoring "*Caught On Video...The Most Embarrassing*  
6 *Moment de Funeral, July 11, 1994, Jamaican Volume 1*", the film upon which "*Death*  
7 *At A funeral 2007*," and "*Death At A Funeral 2010*" are actually derivatives,  
8 Defendants have made and will continue to make a false and misleading designation  
9 about the origin of said films in violation of Lanham Act, 15 U.S.C. §§ 1117, and  
10 1125(a).

11 110. As a result of this false and misleading designation, it is likely that the  
12 public who will view "*Death At A Funeral 2010*" at theaters, on television and  
13 elsewhere will be confused about the source upon which "*Death At A Funeral 2010*" is  
14 based.

15 111. Lawrence is informed and believes, and on that basis alleges that "*Death At*  
16 *A Funeral 2010*" will be placed in the stream of commerce in every state and throughout  
17 the world.

18 112. As a direct and proximate result of Defendants' unfair competition,  
19 Lawrence has suffered and will continue to suffer damages, much of which cannot be  
20 reasonably or adequately measured or compensated in damages. Such "anti-trust and/or  
21 antiracketeering injuries" and damage include, but are not limited to, the fact that  
22 Lawrence has been unfairly deprived as a women of: (1) just compensation, including  
23 the income from selling the distribution rights to "*Caught On Video...The Most*  
24 *Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*"; and (2)  
25 appropriate recognition, including correcting the copyright registration by adding  
26 Lawrence's name to line 6, screen credit, to which she is entitled.

27 113. As a direct and proximate result of Defendants' conduct, Lawrence has  
28 suffered damages in an amount to be proven at trial, in an amount in excess of  
\$20,000,000.00 dollars.

**FIFTH CAUSE OF ACTION**

**(Common Law Unfair Competition)**

**(By Pamela Lawrence Against Defendants G. Wigam, A. Baer, Dean Craig,**

**Columbia Pictures, Tristar, SPE**

**SKE Creative, LLC, Behave Productions**

**Target Media Entertainment, Sidney Kimmel Entertainment)**

114. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1 through 113 as if fully set forth herein:

115. California common law make unlawful unfair competition in the form of any unfair, fraudulent or predatory business practice.

116. The foregoing acts of Defendants, as alleged herein, constitute unlawful business practices as Defendants have violated the law as set forth above in the First through Second Cause of Action and Claims for Relief that came forth as a proximate result of "breach of a settlement agreement".

117. In 1890, the Congress of the United States created the "Sherman Antitrust Act" to deal with modern day "combinations" of businesses and of capital organized and directed to control the market by suppression of competition from inner city economically challenged zones in the marketing of goods and services, and "Conspiracies Against Trade," perpetrated by said Defendants against Plaintiff for such violations of 15 U.S.C. 1, Sherman Act 1, and Sherman Act 2.

118. Defendants' conspired to commit "antitrust injuries" against Plaintiff and (1) there is the existence of breached "contract," pertaining to "wrongful acquisitions" of copyrights pertaining to "false declarations and oaths of ownership" to "*Caught On Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume I*" (2) Defendants or entities intended to harm or restrain interstate trade or commerce; and (3) and the restraint actually caused an "antitrust injury" to Lawrence for the "theft," and "fraud acquisition" of her copyrights, and subjecting her to other wrongful acts (hereinafter referred to as "acts of wrongful acquisition"), for her work in violation of the Sherman Act Section 1 and Sherman Act 2.

1 119. The Plaintiff asserts the above Defendants maintained (1) possession of  
2 monopoly power by having control of the "*Death At A Funeral 2007*" and "*Death At A*  
3 *Funeral 2010*" copyrights in all relevant markets by "willfully omitting" Lawrence's  
4 name on line six of the copyright registration; (2) Defendants carried out willful  
5 acquisition or maintenance of that power through "false declarations and oaths of  
6 ownership" for said copyrights to the U.S. Copyright Office; and (3) Defendants caused  
7 a "antitrust injury" to Lawrence by failing to allot her screen credit and pay her any  
8 royalties.

9 120. The Plaintiff asserts said Defendants listed above showed (1) a specific  
10 intent to control prices and destroy the "female competition" from the "inner city" in all  
11 relevant markets by distributing "*Death At A Funeral*" through publicly-accessible  
12 computer networks, movie theater screens, CDs' and DVD while omitting Lawrence's  
13 name in the credits and titles of the films and on line six of the copyright registration  
14 filed with the U.S. copyright office; (2) Defendants predatory or anticompetitive conduct  
15 accomplished the monopolization scheme (3) Defendants relied upon the dangerous  
16 probability of success, because they knew Lawrence did not have an attorney and was  
17 from Jamaica.

18 121. Defendants' have failed to ameliorate the problem and also evince their  
19 deliberate and reckless indifference toward Lawrence and her inalienable rights of  
20 ownership.

21 122. The "false oath of ownership" were made by Defendants in order to commit  
22 theft of her copyrights which they did not own. Defendants' violation of the Section 1  
23 and Section 2 of the Sherman Act has imposed a disparate impact and are beyond  
24 outrageous and warrants – among other sanctions – an award of punitive damages.

25 123. As a direct and proximate result of Defendants' conduct, Lawrence has  
26 suffered damages in an amount to be proven at trial, in an amount in excess of  
27 \$20,000,000.00 dollars.

28 124. The aforesaid acts of Defendants were done with oppression, premeditated  
fraud and malice, with intent to vex, injure and harass Plaintiff, and with conscious

1 disregard of Plaintiff's rights. Defendants acted with despicable conduct and with  
2 conscious disregard of the inalienable right of ownership of Plaintiff by committing the  
3 acts alleged hereinabove, entitling Plaintiff to an aware of exemplary and /or punitive  
4 damages.

5  
6  
7 **SIXTH CAUSE OF ACTION**

8 **(Breach of Contract)**

9 **(By Pamela Lawrence against All Defendants)**

10 125. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
11 through 124 as if fully set forth herein:

12 126. At all relevant times since Lawrence pitched her store to Columbia after the  
13 book and the audio visual CD entitled "*Caught On Video...The Most Embarrassing*  
14 *Moment de Funeral, July 11, 1994*", and "*Caught On Video...The Most Embarrassing*  
15 *Moment de Funeral, July 11, 1994, Jamaican Volume 1*"; A. Baer, and G. Wigam,  
16 Columbia Pictures Industries, and Screen Gems understood and agreed that the elements  
17 of said book and audiovisual CD could be used only if they paid Lawrence for the  
18 "reasonable value" of such use.

19 127. With this knowledge, said Defendants breached the settlement agreement  
20 and produced "*Death At A Funeral 2010*" using without consent Lawrence's likeness  
21 and image from "*Caught On Video...The Most Embarrassing Moment de Funeral, July*  
22 *11, 1994, Jamaican Volume 1*".

23 128. Lawrence has not received any compensation from S. Kimmel, Sidney  
24 Kimmel Entertainment, J. Tauber, A. Baer, B. Toller, G. Wigam, W. Horberg, D. Phillip,  
25 Wonderful Films, L. Malkin, D. Craig, S. Stallings, F. Oz, C. Rock, N. LaBute, Chris  
26 Rock Enterprises, Columbia Pictures Industries, A. Carr, Screen Gems, Parabolic  
27 Pictures Inc., and Stable Way Entertainment for its use of Lawrence's copyrighted work.

28 129. Accordingly, S. Kimmel, Sidney Kimmel Entertainment, J. Tauber, A.  
Baer, B. Toller, G. Wigam, W. Horberg, D. Phillip, Wonderful Films, L. Malkin, D.



1 Craig, S. Stallings, F. Oz, C. Rock, N. LaBute, Chris Rock Enterprises, Columbia  
2 Pictures Industries, A. Carr, Screen Gems, Parabolic Pictures Inc., Stable Way  
3 Entertainment have breached its implied-in-fact agreement and/or settlement agreement  
4 with Lawrence.

5 130. As a direct proximate result of Defendants' conduct Lawrence has suffered  
6 damages in an amount to be proven at trial, in an amount in excess of \$20,000,000.00  
7 dollars.

8 **SEVENTH CAUSE OF ACTION**

9 **(Tortious Breach of Confidence)**

10 **(By Pamela Lawrence against All Defendants)**

11 131. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
12 through 130 as if fully set forth herein:

13 132. When Lawrence agreed to pitch "*Caught On Video...The Most*  
14 *Embarrassing Moment de Funeral, July 11, 1994*" at Columbia Pictures encompassing  
15 the storyline of a "Naked Women" and/or "Naked Man," it was with the express  
16 understanding that the novel ideas expressed in said book and audio visual CD would  
17 remain confidential. A. Baer and G. Wigam gained Lawrence's confidence by telling her  
18 straight forward after the pitch that they were not interested in purchasing her work.  
19 Once Plaintiff brought forth suit in Superior Court of Los Angeles, case BC229032, the  
20 Plaintiff did not execute a "settlement agreement" giving Defendants authorization and  
21 permission to make derivative film projects from my copyrighted work product or to  
22 plagiarize elements from my CD. As a proximate result of fraudulent procuring  
23 Lawrence's signature, a confidential relationship was formed between A. Baer and G.  
24 Wigam.

25 133. Defendants A. Baer and G. Wigam breached the settlement agreement and  
26 the duty to keep the ideas expressed in "*Caught On Video...The Most Embarrassing*  
27 *Moment de Funeral, July 11, 1994, Jamaican Volume 1*" confidential by wrongfully  
28 disclosing the ideas to other writers, producers, the director and ultimately to other  
Defendants and the public at large.

1 134. As a direct proximate result of Defendants' conduct, Lawrence has suffered  
2 damages in an amount to be proven at trial, in an amount in excess of \$20,000,000.00  
3 dollars.

4 135. The aforesaid acts of Defendants were done with oppression, fraud and  
5 malice, with the intent to vex, injure and harass Plaintiff, and with conscious disregard of  
6 Plaintiff's rights. Defendants acted with despicable conduct and with conscious disregard  
7 of the rights of Plaintiff by committing the acts alleged hereinabove, entitling Plaintiff to  
8 an award of exemplary and/or punitive damages.

9 **EIGHTH CAUSE OF ACTION**

10 **(Quantum Meruit)**

11 **(By Pamela Lawrence against All Defendants)**

12 136. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
13 through 135 as if fully set forth herein:

14 137. The real life story of Lawrence experiencing a brutal assault at Jamaican  
15 funeral where she was stripped of her clothing in front of spectators is a heart wrenching  
16 subject matter for "*Caught On Video...The Most Embarrassing Moment de Funeral, July*  
17 *11, 1994, Jamaican Volume 1*".

18 138. Defendants S. Kimmel, Sidney Kimmel Entertainment, SKE Creative, LLC,  
19 Target Media Entertainment, GmbH, J. Tauber, A. Baer, B. Toller, G. Wigam, W.  
20 Horberg, D. Phillip, Wonderful Films, L. Malkin, D. Craig, S. Stallings, F. Oz, C. Rock,  
21 N. LaBute, Chris Rock Enterprises, Columbia Pictures Industries, A. Carr, Screen  
22 Gems, Parabolic Pictures Inc., Stable Way Entertainment misappropriated the fruits of  
23 Lawrence's labor by using her image and likeness /work without her consent.

24 139. The reasonable value of Lawrence's services is in an amount in excess of  
25 \$20,000,000.00 dollars.

26 **NINETH CAUSE OF ACTION**

27 **(Fraud and Deceit)**

28 **(By Pamela Lawrence against A. Baer and G. Wigam, SKE Creative, LLC, Dean  
Craig, Target Media Entertainment)**

1 140. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
2 through 139 as if fully set forth herein:

3 141. On March 19, 1998, after 3:00 p.m in a follow up to the William Morris  
4 Agency relinquishing Pamella Lawrence book and video tape to Sony Pictures  
5 Entertainment, Columbia Pictures, and G. Wigam, Co-Chairman and A. Baer, VP of  
6 Production for Tristar Pictures, Columbia, and SPE the Defendants through a series of  
7 representations made and represented to Lawrence that they wanted her to "pitch" her  
8 story idea which they knew was for sale and to leave a copy of her book entitled "*Caught*  
9 *On Video...The Most Embarrassing Moment de Funeral, July 11, 1994*, and video,  
10 including research materials within their possession.

11 142. In fact, A. Baer and G. Wigam had no intention of helping Lawrence. In  
12 reliance of A. Baer and G. Wigam's representation, Lawrence agreed to pitch "*Caught*  
13 *On Video...The Most Embarrassing Moment de Funeral, July 11, 1994*" thereby  
14 disclosing her work and the ideas contained therein to parties who intended on  
15 misappropriating the ideas, and later filing a false oath of ownership with the United  
16 States copyright office under a different title in violation of 17 U.S.C. § 201.

17 143. At the time A. Baer, and G. Wigam made the representations to Lawrence,  
18 Defendants' knew that the representations were false.

19 144. Had Lawrence known the true facts, she would not have agreed to a pitch of  
20 "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994*" nor  
21 left within A. Baer, and G. Wigam possession a copy of her video tape and invaluable  
22 research materials.

23 145. Lawrence did not discover that A. Baer, and G. Wigam, Columbia Pictures,  
24 Tristar Pictures, Screen Gems, Sony Pictures Entertainment breached the settlement  
25 agreement until she attended a screening of "*Death At A Funeral 2010*". (Exh. Movie  
26 Receipt)

27 146. In May 25, 2006, Defendants Dean Craig, SKE Creative, LLC, Behave  
28 Productions, and Target Media Entertainment filed a fraudulent copyright with the  
Registrar of Copyrights failing to disclose Lawrence's name of line 6 of the copyright

1 registration to the U.S. Registrar of Copyrights in violation to 17 U.S.C. § 2, 17 U.S.C. §  
2 3, 17 U.S.C. § 4, 17 U.S.C. § 101, and 17 U.S.C. § 201.

3 147. On May 14, 2010, Defendants Screen Gems, Inc. Labute, Neil, Parabolic  
4 Picture Production, Stable Way Entertainment Production filed a fraudulent copyright  
5 with the Registrar of Copyrights failing to disclose Lawrence's name of line 6 of the  
6 copyright registration to the U.S. Registrar of Copyrights in violation to 17 U.S.C. § 2,  
7 17 U.S.C. § 3, 17 U.S.C. §4, 17 U.S.C. § 101, and 17 U.S.C. § 201.

8 148. As a direct and proximate result of Defendants' conduct, Plaintiff has been  
9 damaged in a sum to be proven at trial, is in an amount in excess of \$20,000,000.00  
10 dollars.

11 149. The aforesaid acts of Defendants were done with oppression, fraud and  
12 malice, with the intent to vex, injure and harass Plaintiff, and with conscious disregard of  
13 Plaintiff's inalienable rights of ownership. Defendants acted with despicable conduct and  
14 with conscious disregard of the rights of Plaintiff by committing the acts alleged  
15 hereinabove, entitling Plaintiff to an award of exemplary and/or punitive damages.

16 **TENTH CAUSE OF ACTION**

17 **ACCOUNTING**

18 **(By Pamela Lawrence against All Defendants)**

19 150. Plaintiff Lawrence re-alleges the allegations contained in paragraph 1  
20 through 149 as if fully set forth herein:

21 151. Based on the actions and deceit of all the Defendants' S. Kimmel, Sidney  
22 Kimmel Entertainment, SKE Creative, LLC, Target Media Entertainment, GmbH, J.  
23 Tauber, A. Baer, B. Toller, G. Wigam, W. Horberg, D. Phillip, Wonderful Films, L.  
24 Malkin, D. Craig, S. Stallings, F. Oz, C. Rock, N. LaBute, Chris Rock Enterprises,  
25 Columbia Pictures Industries, A. Carr, Screen Gems, Parabolic Pictures Inc., Stable  
26 Way Entertainment and John Does I through X the Plaintiff is entitled to recovery by  
27 virtue of claims for relief set forth above, the value of the Copyrights, as well as, the  
28 proceeds and dividends derived from the exploitation of the Copyrights for "*Death At A*

1 *funeral 2007,” and “Death At A Funeral 2010”* of which, clearly violated 17 U.S.C.  
2 §101, 17 U.S.C. § 101, 17 U.S.C. §409 (1) and (11) and 17 U.S.C. §408 (d).

3 152. The Plaintiff asserts and alleges her registration with the Copyright Office  
4 preceded all filing by the Defendants in violation of 17 U.S.C. §201, 17 U.S.C. §106, 18  
5 U.S.C. 1621 (a), 18 U.S.C. 1962 (c), Section 1 and Section 2 of the Sherman Antitrust  
6 Act, 17 U.S.C. §506 (a) (1) as an act of criminal willful infringement associated with 18  
7 U.S.C. §2319 as an act of racketeering under 18 U.S.C. §1961 (1). The current value of  
8 the Copyrights, dividends from the exploitation of Copyrights and the amount of the  
9 proceeds, to whom the proceeds were paid, or where they were reinvested, as cited  
10 above and the distribution of said proceeds, dividends and profits are so complicated that  
11 it can not be determined without accounting. Moreover this information concerning the  
12 Copyrights for “*Death At A Funeral*” franchise is uniquely within the knowledge of the  
13 Defendants. The amount due to the true and lawful owner of the Copyrights would be  
14 shown through an accounting.

### 15 **ELEVENTH CAUSE OF ACTION**

#### 16 **Unfair Competition – Cal. Bus. & Prof. Code § 17200 *et. seq.***

#### 17 **(By Lawrence Against All Defendants)**

18 153. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
19 through 152 as if fully set forth herein:

20 154. Defendants’ Sidney Kimmel Entertainment, SKE Creative, LLC, Target  
21 Media Entertainment, J. Tauber, A. Baer, G. Wigam, W., C. Rock, N. LaBute, Chris  
22 Rock Enterprises, Columbia Pictures Industries/SPE, Tristar, Screen Gems, Parabolic  
23 Pictures Inc., Stable Way Entertainment and John Does I through X wrongful acts of  
24 omission excluding Plaintiff’s name of line six of the copyright registration constitute  
25 acts including fraud, theft, interference with business relationships, and other illegal acts  
26 and practices as alleged above, all in an effort to gain unfair competitive advantage over  
27 Lawrence.

28 155. These unlawful business acts or practices were committed pursuant to  
business activity related to providing unauthorized copying, and distributing Lawrence’s



1 copyrighted "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11,*  
2 *1994, Jamaican Volume 1*" book and CD.

3 156. The acts and conduct of Defendants constitute fraudulent, unlawful, and  
4 unfair competition as defined by California Bus. & Prof. Code §§ 17200, *et. seq.*

5 157. Defendants' wrongful conduct, acts, and omissions alleged hereinabove  
6 constitute unlawful, unfair business practices and unfair competition under California  
7 Business and Professional Code §§ 17500 *et. seq.*, and under the common law.

8 158. Defendants' conduct constitutes violations of numerous state and federal  
9 statutes and codes, including, but not limited to, violation 17 U.S.C. § 506, receipt of  
10 stolen property, Cal. Penal Code § 496, unauthorized copying of Lawrence's copyrighted  
11 material, Cal. Penal Code § 502, wire fraud, 18 U.S.C. § 1343, fraud and 17 U.S.C.  
12 §201, and 17 U.S.C. §106. Defendants' conduct also intentional interference with  
13 prospective economic advantage, negligent interference with prospective economic  
14 advantage, and unjust enrichment.

15 159. Defendants have improperly and unlawfully taken commercial advantage of  
16 Lawrence's investment in the "*Caught On Video...The Most Embarrassing Moment de*  
17 *Funeral, July 11, 1994, Jamaican Volume 1,*" proprietary, and copyrighted book and  
18 CD. In light of Defendants' conduct, it would be inequitable to allow Defendants to  
19 retain the benefit of the funds obtained though the unauthorized and unlawful use of  
20 Lawrence's property.

21 160. Defendants' unfair business practices have unjustly minimized Lawrence's  
22 competitive advantage and have caused and are causing her to suffer damages.

23 161. As a result of such unfair competition, Lawrence has also suffered  
24 irreparable antiracketeering/antitrust injuries and, unless Defendants are enjoined from  
25 such unfair competition, will continue to suffer irreparable injury, whereby Lawrence  
26 has no adequate remedy at law.

27 162. Defendants should be compelled to disgorge and/or restore any and all  
28 revenues, earnings, profits, compensation, and benefits they may have obtained in  
violation of California Business & Professions Code § 17200 *et seq.*, including, but not

1 limited to, returning the any revenue earned from the unlawful and unfair use of  
2 Lawrence's stolen property, and should be enjoined from further unlawful, unfair, and  
3 deceptive business practices.

4 163. Plaintiff are informed and believe and thereon allege that Defendants'  
5 wrongful acts wrongful conduct, acts of omissions were conducted in an intentional,  
6 malicious, calculated and oppressive manner in conscious disregard for Plaintiff's rights,  
7 health and feelings, and knowing and intentionally injured and damaged Plaintiff, which  
8 conduct constituted oppression and malice as defined by California Civil Code § 3924.  
9 In accordance with California Civil Code § 3924, Plaintiff is entitled to punitive  
10 damages in an amount sufficient to punish Defendants, to be assessed at trial.

11 **TWELFTH CAUSE OF ACTION**

12 **Intentional Interference With Prospective Economic Advantage**

13 **(By Lawrence Against All Defendants)**

14 164. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
15 through 163 as if fully set forth herein:

16 165. Lawrence has and had an expectancy of an advantageous economic  
17 relationships with prospective, movie studios, banks, insurance companies, hedge funds,  
18 credit institutions, movie distributors and to license her copyrighted material entitled the  
19 "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994,*  
20 *Jamaican Volume I*".

21 166. These relationships contained the probability of future economic benefit in  
22 the form of profitable movie contracts, licensees, distribution contracts, and lines of  
23 credit. Had Defendants refrained from engaging in the unlawful and wrongful conduct  
24 described in this complaint, there is a substantial probability that Lawrence support  
25 customers would have initiated, or expanded support contracts and licensing deals with  
26 Lawrence rather than Defendants.

27 167. Defendants were aware of these economic relationships and intended to  
28 interfere with and disrupt them by wrongfully: (1) stealing her copyrights, (2)

1 concealment of the theft from the copyright office, (3) distribution of stolen goods, and,  
2 (4) selling her copyrights to third parties.

3 168. Defendants' conduct was wrongful by a measure beyond the fact of their  
4 interference itself. Defendants gained unauthorized use of Lawrence's copyrighted  
5 material through G. Wigam and Amy Baer constituting a theft.

6 169. This conduct, as alleged above, constitutes violations of numerous state and  
7 federal statutes and codes, including, but not limited to, violation of receipt of stolen  
8 property, Cal. Penal Code §496, Cal. Penal Code § 502, wire fraud, 18 U.S.C. § 1343,  
9 fraud and related activity of racketeering in violation of 17 U.S.C. §201, 17 U.S.C. §106,  
10 and 17 U.S.C. § 506 (e). Defendants' conduct also constitutes unjust enrichment.

11 170. As a result of Defendants' acts, they have blocked Lawrence from movie  
12 contracting over a 9 year period, as well as, impeded the above-described relationships  
13 which have been actually disrupted, causing certain current and prospective support  
14 clients to contract with Defendants instead of Lawrence for their movie projects with  
15 Lawrence's stolen audio visual CD work therein.

16 171. As a direct and proximate result of Defendants' actions, Lawrence has  
17 suffered economic harm, including, but not limited to, loss of profits from sales, movie  
18 contracting or licenses to current and potential customers of Lawrence support  
19 copyrighted material.

20 172. Defendants' wrongful conduct was a substantial factor in causing this harm.

21 173. Unless Defendants are restrained by appropriate injunctive relief, their  
22 actions are likely to recur and will cause Lawrence irreparable injury for which there is  
23 no adequate remedy at law.

24 174. Defendants' interference with Lawrence's prospective economic advantage  
25 with its current and future customers, as described above, was willful, malicious,  
26 oppressive, and in conscious disregard of Lawrence's rights, and Lawrence is therefore  
27 entitled to an award of punitive damages to punish their wrongful conduct and deter  
28 future wrongful conduct.

### **THIRTEENTH CAUSE OF ACTION**

**Negligent Interference With Prospective Economic Advantage**

**(By Pamela Lawrence Against All Defendants)**

175. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1 through 174 as if fully set forth herein:

176. Lawrence has and had an expectancy of an advantageous economic relationships with prospective, movie studios, banks, insurance companies, hedge funds, credit institutions, movie distributors and to license her copyrighted material entitled the "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume I*".

177. These relationships contained the probability of future economic benefit in the form of profitable movie contracts, licensees, distribution contracts, and lines of credit. Had Defendants refrained from engaging in the unlawful and wrongful conduct described in this complaint, there is a substantial probability that Lawrence support customers would have initiated, or expanded support contracts and licensing deals with Lawrence rather than Defendants.

178. Defendants were aware of these economic relationships and intended to interfere with and disrupt them by wrongfully: (1) stealing her copyrights, (2) concealment of the theft from the copyright office, (3) distribution of stolen goods, and, (4) selling her copyrights to third parties.

179. Defendants' conduct was wrongful by a measure beyond the fact of their interference itself. Defendants gained unauthorized use of Lawrence's copyrighted material through G. Wigam and Amy Baer constituting a theft.

180. This conduct, as alleged above, constitutes violations of numerous state and federal statutes and codes, including, but not limited to, violation of receipt of stolen property, Cal. Penal Code §496, Cal. Penal Code § 502, wire fraud, 18 U.S.C. § 1343, fraud and related activity of racketeering in violation of 17 U.S.C. § 201, 17 U.S.C. §106, and 17 U.S.C. §506 (e). Defendants' conduct also constitutes unjust enrichment.

181. As a result of Defendants' acts, they have blocked Lawrence from movie contracting over a 9 year period, as well as, impeded the above-described relationships

1 which have been actually disrupted, causing certain current and prospective support  
2 clients to contract with Defendants instead of Lawrence for their movie projects with  
3 Lawrence's stolen audio visual CD work therein.

4 182. As a direct and proximate result of Defendants' actions, Lawrence has  
5 suffered economic harm, including, but not limited to, loss of profits from sales, movie  
6 contracting or licenses to current and potential customers of Lawrence support  
7 copyrighted material.

8 183. Defendants' wrongful conduct was a substantial factor in causing this harm.

9 184. Unless Defendants are restrained by appropriate injunctive relief, their  
10 actions are likely to recur and will cause Lawrence irreparable injury for which there is  
11 no adequate remedy at law.

12 185. Defendants' interference with Lawrence's prospective economic advantage  
13 with its current and future customers, as described above, was willful, malicious,  
14 oppressive, and in conscious disregard of Lawrence's rights, and Lawrence is therefore  
15 entitled to an award of punitive damages to punish their wrongful conduct and deter  
16 future wrongful conduct.

## 17 **FOURTEENTH CAUSE OF ACTION**

### 18 **Unjust Enrichment/Restitution**

19 **(By Pamela Lawrence against All Defendants)**

20 186. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
21 through 185 as if fully set forth herein:

22 187. Defendants' S. Kimmel, Sidney Kimmel Entertainment, SKE Creative,  
23 LLC, Target Media Entertainment, GmbH, J. Tauber, A. Baer, B. Toller, G. Wigam, W.  
24 Horberg, D. Phillip, Wonderful Films, L. Malkin, D. Craig, S. Stallings, F. Oz, C. Rock,  
25 N. LaBute, Chris Rock Enterprises, Columbia Pictures Industries, A. Carr, Screen  
26 Gems, Parabolic Pictures Inc., Stable Way Entertainment unjustly received benefits at  
27 the expense of Lawrence through their wrongful conduct, including Defendants' copying  
28 and theft of the "*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*" constituting access to and unauthorized use of



1 copyrighted material, and interference with Lawrence's business relationships and other  
2 unfair business practices, as well as Defendants which took substantial time and money  
3 for her to develop. Defendants continue to unjustly retain these benefits at the expense of  
4 Lawrence. It would be unjust for Defendants to retain any value they obtained as a result  
5 of their wrongful conduct.

6 188. Lawrence is accordingly entitled to full restitution of all amounts in which  
7 Defendants have been unjustly enriched by violating the "confidential" or "fiduciary"  
8 relationship.

9 **FIFTEENTH CAUSE OF ACTION**

10 **Gender Discrimination**

11 **42 U.S.C. §§1981 *et. seq.*, and 42 U.S.C. 1982 *et. seq.***

12 **(By Pamela Lawrence against All Defendants)**

13 189. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
14 through 188 as if fully set forth herein:

15 190. Plaintiff Lawrence is a female within the jurisdiction of the U.S. and shall  
16 have the same right in every State and Territory to make and enforce private contracts, to  
17 sue said Defendants, be parties, give evidence, and to full and equal benefit of all laws  
18 and proceedings for the security of persons and property as is enjoyed by white citizens,  
19 and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of  
20 every kind, and to no other.

21 191. Plaintiff Lawrence asserts as a citizen that "[a]ll citizens of the U.S. shall  
22 have the same right, in every State and Territory, as enjoyed by white citizens thereof to  
23 inherit, purchase, lease, sell, hold, and convey real and personal property."

24 192. Plaintiff Lawrence assert Defendants S. Kimmel, Sidney Kimmel  
25 Entertainment, SKE Creative, LLC, Target Media Entertainment, GmbH, J. Tauber, A.  
26 Baer, B. Toller, G. Wigam, W. Horberg, D. Phillip, Wonderful Films, L. Malkin, D.  
27 Craig, S. Stallings, F. Oz, C. Rock, N. LaBute, Chris Rock Enterprises, Columbia  
28 Pictures Industries, A. Carr, Screen Gems, Parabolic Pictures Inc., Stable Way  
Entertainment and John Does I through X "under the color of state authority,"

1 impaired/blocked Lawrence's right to "make and enforce private contracts" by failing to  
2 correct the "*Death At A Funeral*" copyrights and allot her credit on line 6 of the  
3 copyright registrations and pay her royalties.

4 193. Plaintiff Lawrence asserts said Defendants impaired/blocked her exclusive  
5 right to own/"hold" the "*Death At A Funeral*" copyrights, lease, sell, convey real and  
6 personal property, to reproduce, distribute, and, in the case of certain "*Death At A*  
7 *Funeral*" works, publicly perform or display the work; to prepare derivative works; in  
8 the case of sound recordings, to perform the work publicly by means of a digital audio  
9 transmission; or to license others to engage in the same acts under specific terms and  
10 conditions with more favorable terms because of gender.

11 194. Upon information and belief, the primary reason why "Dean Craig" was  
12 used as a "cover" was because the Plaintiff is a female who desired to write in the genre  
13 of comedy.

14 195. Industry and business executives had an unwritten agreement that females  
15 would not write or direct or become "Executive Producers" in the genre of comedy, one  
16 of the most revenue generating genres in movie making.

17 196. Plaintiff Lawrence was subjected to an "antitrust injury," and denied  
18 "movie contracting" deals including but not limited to a "financial injury" as a proximate  
19 result of Defendants' gender discrimination in regarding the "*Caught On Video...The*  
20 *Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*".

21 197. From 1928 through February of 2010, there has been a consistent pattern of  
22 discriminating against female writers and directors in science fiction filmmaking as well  
23 as filmmaking in general. As a result, it took approximately 82 years for Kathryn  
24 Bigelow, a female, to receive an academy award for her vision and work as "best  
25 director" and "best picture". There has been a conspiracy and practice to suppress the  
26 rights of Women in the film making industry for approximately 82 years.

27 a. "The final two awards at the 82nd Academy Awards re-wrote history as  
28 Kathryn Bigelow won the Oscar for Best Director. Bigelow became the first female to  
win the award and beat out former beau James Cameron." (IMDB:  
<http://www.imdb.com/news/ni1724058/>)

1 198. By this discrimination in “movie contracting” implemented and perpetrated  
2 by G. Wigam and A. Baer against plaintiff Lawrence with the tacit approval of Sony  
3 Pictures Entertainment, Tristar, Columbia Pictures, and Screen Gems, Lawrence was  
4 denied the same “movie contractual treatment,” and “credit on the copyright,” that was  
5 granted to Dean Craig, as an “Executive Producer” in corporate ranks of Sony, as well  
6 as, Chris Rock, S. Kimmel, Sidney Kimmel Entertainment in the same circumstance  
7 involving the same copyright registration and malfeasance.

8 199. Because of discrimination based on gender, Defendants and John Does I  
9 through X willfully blocked Lawrence’s right to “movie contracting” regarding comedy  
10 screen plays in violation of 42 U.S.C. §1981 (a), (b), and (c), 42 U.S.C. §1982.

11 200. Plaintiff’s story was confirmed to be valuable in the hands of S. Kimmel,  
12 Sidney Kimmel Entertainment, J. Tauber, A. Baer, B. Toller, G. Wigam, W. Horberg, D.  
13 Phillip, Wonderful Films, L. Malkin, D. Craig, S. Stallings, F. Oz, C. Rock, N. LaBute,  
14 Chris Rock Enterprises, Columbia Pictures Industries, A. Carr, Screen Gems, Parabolic  
15 Pictures Inc., Stable Way Entertainment for “Death At A Funeral.” But when the same  
16 story was found to be in the hands of its true owner, Plaintiff Lawrence, it was not  
17 valuable for commercial use and negotiations with SPE, Columbia, and Screen Gems as  
18 it had been for Dean Craig.

19 201. When Dean Craig, S. Kimmel, SKE Creative, LLC, J. Tauber, A. Baer, and  
20 G. Wigam obtained the illusory rights without Plaintiff Lawrence’s consent, they were  
21 able to acquire financing and make “*Death At A funeral 2007*,” and “*Death At A*  
22 *Funeral 2010*” with a budgets collectively in the amount of \$29 million and received  
23 revenue of \$88,564,265 million.

24 202. All producers and writers from the “*Death At A funeral 2007*,” and “*Death*  
25 *At A Funeral 2010*” through Sidney Kimmel Entertainment, SKE Creative, LLC that  
26 were financially successful, were able to raise funds and receive access to the “channels  
27 of distribution” to make a profit on the sequels.

28 203. These acts and industry practices of concealment of the offenses is an  
admission by conduct that the defendants all gave aid and custom to the discrimination

1 against the rights of females to contract in violation of 42 U.S.C. 1981, and 42 U.S.C.  
 2 1982, that culminated into damages to Plaintiff between and including July 2007 and  
 3 February 2010. Based on the actions and deceit of all the Defendants and John Does I  
 4 through X, the Plaintiff is entitled to recovery by virtue of claims for royalties and relief  
 5 set forth above, the value of the copyrights, as well as, the proceeds and dividends  
 6 derived from the exploitation of the copyrights for the "*Death At A funeral 2007,*" and  
 7 "*Death At A Funeral 2010*" of which, clearly violated 17 U.S.C. §409 (1) and (11) and  
 8 17 U.S.C. §408 (d), 42 U.S.C. §1981, and 42 U.S.C. §1982.

9 204. The Plaintiff asserts and alleges her registration with the Copyright Office  
 10 preceded all filings by the Defendants in violation of 17 U.S.C. §201 as an act of willful  
 11 criminal infringement associated with 18 U.S.C. §2319 as an act of racketeering under  
 12 18 U.S.C. §1961 (1). Moreover, this information concerning the Copyrights for "*Death*  
 13 *At A funeral 2007,*" and "*Death At A Funeral 2010*" is uniquely within the knowledge  
 14 of the Defendants.

### 15 **SIXTEENTH CAUSE OF ACTION**

16 **(Violation of Cal. Bus. & Prof. Code §§5400, 17500)**

17 **(By Pamela Lawrence Against All Defendants)**

18 205. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1  
 19 through 204 as if fully set forth herein:

20 206. California Business and Professional Code §5400 states: "No advertising  
 21 structure may be maintained unless the name of the person owning or maintaining it, is  
 22 plainly displayed thereon."

23 207. Upon information and belief, Defendants have maintained advertising  
 24 structures for "*Death At A Funeral 2010*" film. Pursuant to Cal. Bus. & Prof. Code  
 25 §5400, Plaintiff's name should be displayed upon all advertising structures, however,  
 26 Defendants have failed to display Plaintiff's name.

27 208. Defendants' false advertising is the proximate cause of Plaintiff's injury.

### 28 **SEVENTEENTH CAUSE OF ACTION**

**(Declaratory Relief Re: Termination, 17 U.S.C. 304(c))**

**(By Pamela Lawrence Against All Defendants)**

209. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1 through 208 as if fully set forth herein:

210. An actual controversy has arisen and now exists between Plaintiff Lawrence and Defendants under Federal copyright law, 17 U.S.C. 101 *et. seq.* in “*Caught On Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*” and the usage of Lawrence’s likeness, image, personal assault, and efforts in making “*Caught On Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*” for which Plaintiff desires a declaration of rights .

211. Lawrence desires a judicial determination of this issue. Furthermore, Plaintiff is requesting that the court to declare the Defendants fraudulent copyrights and any and all contract contracts including the “settlement agreements” to be null/void/terminated as they relate to “*Death At A funeral 2007,*” and “*Death At A Funeral 2010,*” [V3538 D318 P1-3], and [PA0001671381] to be void against public policy pursuant to 17 U.S.C. § 2, 17 U.S.C. §3, 17 U.S.C. § 4, 17 U.S.C. § 101, and 17 U.S.C. § 201.

212. Such a declaration is necessary and appropriate at this time in order that Lawrence may ascertain her rights to compensation and credit for her contribution to “*Death At A funeral 2007,*” and “*Death At A Funeral 2010*”.

213. A declaration of the court is necessary pursuant to the Declaratory Judgment Act, 28 U.S.C. §§2201 *et. seq.*, so that the Court may affirm Plaintiff’s rights which were never granted to the Defendants.

**EIGHTEENTH CAUSE OF ACTION**

**(Injunctive Relief)**

**(By Plaintiff P. Lawrence Against All Defendants)**

214. Plaintiff Lawrence re-alleges the allegations contained in paragraphs 1 through 213 as if fully set forth herein:

215. Defendants’ wrongful conduct described above, unless and until enjoined and restrained by order of this Court, will cause great and irreparable injury to Lawrence



1 in that such conduct, among other things, may prevent her from receiving appropriate  
2 credit for her contribution to “*Death At A funeral 2007*,” and “*Death At A Funeral*  
3 *2010*”, Copyrights PAu 3-042-567, PAu 3-118-136, V3574D995, PRE000002256,  
4 V3582D907, V3575D880, PAu003398919, PAu003118136, V3558D391, V3558D773,  
5 V3555D941, V3558D187, PAu003042567, V3576D758, V3565D622, V3574D848,  
6 PA0001666492, PA0001666495, V3543D536, V3545D307, V3565D622, V3565D622,  
7 V3538D318, VA0001700512, V3538D475, V3537D643. Additionally, release of  
8 “*Death At A Funeral 2010*” has drastically diminished the market value of “*Caught On*  
9 *Video... The Most Embarrassing Moment de Funeral, July 11, 1994*, and “*Caught On*  
10 *Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume*  
11 *1*”.

12 216. Plaintiff requests remedies including injunctive relief as provided by 17  
13 U.S.C. § 101 *et. seq.*, 17 U.S.C. § 501 and an order impounding or destroying any and all  
14 infringing materials pursuant to 17 U.S.C. § 503.

15 217. Lawrence has no adequate remedy at law for her injuries that are threatened  
16 in that it will be impossible for Lawrence to determine the precise amount of damages  
17 she will suffer if Defendants’ conduct is not restrained.

18 **WHEREFORE**, Plaintiff PAMELLA LAWRENCE prays for judgment  
19 against Defendants jointly and severally as follows:

20 **FIRST CAUSE OF ACTION**

- 21 1. For such compensatory damages that Lawrence has sustained as a  
22 consequence of Defendants’ illegal infringement of its copyrights, in an  
23 amount to be proven at trial, together with interest thereon as provided by  
24 law, in an amount in excess of \$20,000,000.00 dollars;
- 25 2. For an injunction ordering that Defendants and their agents and employees  
26 be permanently enjoined from infringing Lawrence’s copyright in “*Caught*  
27 *On Video... The Most Embarrassing Moment de Funeral, July 11, 1994*,  
28 *Jamaican Volume 1*” in any manner, including distributing or showing

1                   “*Death At A funeral 2007,*” and “*Death At A Funeral 2010*” without  
2                   Lawrence’s express consent.

- 3                   3. For royalties for 28 percent of past and future royalties and 66% of the  
4                   gross profits for commercial use pursuant to *Three Boys Music Corp. v.*  
5                   *Michael Bolton*, 212 F.3d 477 (9th Cir. 2000); 17 U.S.C. § 504(b) (1994).
- 6                   4. For accounting of all gains, profits and advantages Defendants derive from  
7                   their infringement of Lawrence’s copyright;
- 8                   5. For costs of suit, investigation work, consulting work and reasonable  
9                   attorney’s fees; and
- 10                  6. For such other and further relief as the Court deems just and proper.

11   **SECOND CAUSE OF ACTION**

- 12                  1. For an amount to be proven at trial in an amount in excess of  
13                  \$20,000,000.00 dollars;
- 14                  2. For an injunction ordering that Defendants and their agents and employees  
15                  be permanently enjoined from designating anything other than “*Caught On*  
16                  *Video... The Most Embarrassing Moment de Funeral, July 11, 1994,*  
17                  *Jamaican Volume 1*” as the inspiration and basis of “*Death At A funeral*  
18                  *2007,*” and “*Death At A Funeral 2010*”.
- 19                  3. For treble damages as Lawrence has sustained as a consequence of  
20                  Defendants’ false designation of the origin of “*Death At A funeral 2007,*”  
21                  and “*Death At A Funeral 2010*”
- 22                  4. For costs of suit, investigation work, consulting work and reasonable  
23                  attorney’s fees; and
- 24                  5. For such other and further relief as the Court deems just and proper.

25   **THIRD CAUSE OF ACTION**

- 26                  1. For an amount to be proven at trial, in an amount in excess of  
27                  \$20,000,000.00 dollars; and an award of punitive and/or exemplary  
28                  damages in an amount necessary to punish Defendants and/or deter them  
                    from their conduct;

- 1 2. For an injunction ordering that Defendants and their agents and employees  
2 be permanently enjoined from infringing Lawrence's copyright in "*Caught*  
3 *On Video... The Most Embarrassing Moment de Funeral, July 11, 1994,*  
4 *Jamaican Volume 1*" in a manner, including distributing or showing "*Death*  
5 *At A funeral 2007,*" and "*Death At A Funeral 2010*" without Lawrence's  
6 express consent;
- 7 3. For the costs of suit, and
- 8 4. For such other and further relief as the Court deems just and proper.

9 **FOURTH CAUSE OF ACTION**

- 10 1. For an amount to be proven at trial, in an amount in excess of  
11 \$20,000,000.00 dollars;
- 12 2. For the costs of suit, and
- 13 3. For such other and further relief as the Court deems just and proper.

14 **FIFTH CAUSE OF ACTION**

- 15 1. For an amount to be proven at trial, in an amount in excess of  
16 \$20,000,000.00 dollars, and an award of punitive and/or exemplary  
17 damages in an amount necessary to punish Defendants and/or deter them  
18 from their conduct;
- 19 2. For the costs of suit, and
- 20 3. For such other and further relief as the Court deems just and proper.

21 **SIXTH CAUSE OF ACTION**

- 22 1. For an amount to be proven at trial, in an amount in excess of  
23 \$20,000,000.00 dollars;
- 24 2. For the costs of suit, and
- 25 3. For such other and further relief as the Court deems just and proper.

26 **SEVENTH CAUSE OF ACTION**

- 27 1. For an amount to be proven at trial, in an amount in excess of  
28 \$20,000,000.00 dollars, and an award of punitive and/or exemplary

1 damages in an amount necessary to punish Defendants and/or deter them  
2 from their conduct;

3 2. For the costs of suit, and

4 3. For such other and further relief as the Court deems just and proper.

5 **EIGHTH CAUSE OF ACTION**

6 1. For an amount to be proven at trial, in an amount in excess of  
7 \$20,000,000.00 dollars;

8 2. For the costs of suit, and

9 3. For such other and further relief as the Court deems just and proper.

10 **NINETH CAUSE OF ACTION**

11 1. For an amount to be proven at trial, in an amount in excess of  
12 \$20,000,000.00 dollars;

13 2. For the costs of suit, and

14 3. For such other and further relief as the Court deems just and proper.

15 **TENTH CAUSE OF ACTION**

16 1. For an amount to be proven at trial, in an amount in excess of  
17 \$20,000,000.00 dollars;

18 2. For the costs of suit, and

19 3. For such other and further relief as the Court deems just and proper.

20 **ELEVENTH CAUSE OF ACTION**

21 1. For an amount to be proven at trial, in an amount in excess of  
22 \$20,000,000.00 dollars;

23 2. For the costs of suit, and

24 3. For such other and further relief as the Court deems just and proper.

25 **TWELFTH CAUSE OF ACTION**

26 1. For an amount to be proven at trial, in an amount in excess of  
27 \$20,000,000.00 dollars;

28 2. For the costs of suit, and

3. For such other and further relief as the Court deems just and proper.

**THIRTEENTH CAUSE OF ACTION**

1. For an amount to be proven at trial, in an amount in excess of \$20,000,000.00 dollars;
2. For the costs of suit, and
3. For such other and further relief as the Court deems just and proper.

**FOURTEENTH CAUSE OF ACTION**

1. For an amount to be proven at trial, in an amount in excess of \$20,000,000.00 dollars;
2. For the costs of suit, and
3. For such other and further relief as the Court deems just and proper.

**FIFTEENTH CAUSE OF ACTION**

1. For an amount to be proven at trial, in an amount in excess of \$20,000,000.00 dollars;
2. For the costs of suit, and
3. For such other and further relief as the Court deems just and proper.

**SIXTEENTH CAUSE OF ACTION**

1. For an amount to be proven at trial, in an amount in excess of \$20,000,000.00 dollars;
2. For the costs of suit, and
3. For such other and further relief as the Court deems just and proper

**SEVENTEENTH CAUSE OF ACTION**

1. For a declaration that Defendants infringed on Lawrence's copyright in "*Caught On Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*" and copied her film; and
2. For such other and further relief as the Court deems just and proper.

**EIGHTEENTH CAUSE OF ACTION**

1. For preliminary and permanent injunction ordering that Defendants and their agents and employees be enjoined from: (1) infringing on Lawrence's copyright in "*Caught On Video... The Most Embarrassing Moment de*



1 *Funeral, July 11, 1994, Jamaican Volume 1*” in any manner, including  
2 distributing and showing to “*Death At A Funeral 2010*” without  
3 Lawrence’s consent; and (2) designating anything other than “*Caught On*  
4 *Video... The Most Embarrassing Moment de Funeral, July 11, 1994,*  
5 *Jamaican Volume 1*” as the inspiration for “*Death At A Funeral 2010*”; and

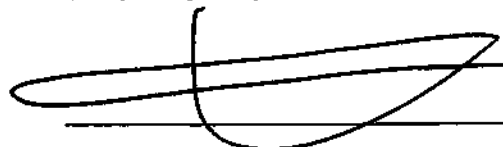
- 6 2. For remedies including injunctive relief as provided by 17 U.S.C. § 101 et.
- 7 seq., 17 U.S.C. § 501 and an order impounding or destroying any and all
- 8 infringing materials pursuant to 17 U.S.C. § 503.
- 9 3. For such other and further relief as the Court deems just and proper.
- 10 4. Plaintiff is also entitled to attorney’s fees and full costs pursuant to 17
- 11 U.S.C. § 505
- 12 5. Or for such amount as may be proper under 17 U.S.C. §504(c).
- 13 6. For judicial and declaratory relief under Sections 28 U.S.C. §§2201 and
- 14 2202 under the Declaratory Judgment Act:
- 15 7. For royalties for 28 percent of past and future royalties and 66% of the
- 16 gross profits for commercial use.
- 17 8. For such other relief as the Court deems just and proper in the premises.

18  
19 **DEMAND FOR JURY TRIAL**

20 Pursuant to the Seventeenth Amendment of the U.S. Constitution and the Federal  
21 Rules of Civil Procedure 38(a) and 38(b) the Plaintiff requests a trial by jury on each  
22 claim for relief alleged in this Complaint.

23  
24 Dated: June 24, 2010

25 RESPECTFULLY SUBMITTED,

26 

27 Pamela Lawrence, Pro-se

**CERTIFICATE OF MAILING**

I hereby certify that on this 25 day of June 2010, I caused to be mailed via first class U.S. mail, postage pre-paid, a true and correct copy of the foregoing this **Civil Complaint + Summons** to the following:

Agent for Service of Process: Leonard Venger Sony Pictures Entertainment Inc. 10202 W. Washington Blvd. SP 1132 Culver City, CA 90232	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: Stephen D. Barnes Chris Rock Enterprises, Inc. 2000 Avenue of the Stars 3rd FL. N TOWER L.A. CA 90067	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input checked="" type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: c/o Sony Pictures Entertainment Inc. Columbia Pictures Industries, Inc. 10202 W Washington Blvd. Culver City, CA 90232	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: c/o James Tauber Sidney Kimmel Entertainment, LLC 9460 Wilshire Blvd. Ste 500 Beverly Hills, CA 90212	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: c/o Sony Pictures Entertainment Inc. Screen Gems, Inc. 10202 W Washington Blvd. Culver City, CA 90232	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: c/o Sony Pictures Entertainment Inc. Screen Gems Distribution, Inc. 10202 W Washington Blvd. Culver City, CA 90232	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other

I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

Date: 06/25/10

Respectfully Submitted,



**CERTIFICATE OF MAILING**

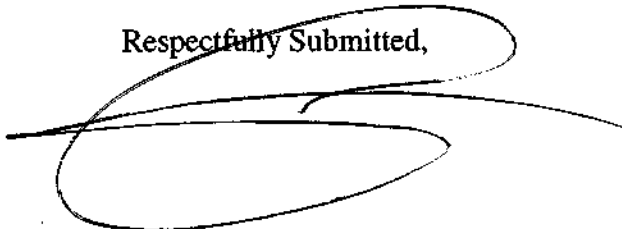
I hereby certify that on this 25 day of June 2010, I caused to be mailed via first class U.S. mail, postage pre-paid, a true and correct copy of the foregoing this **Civil Complaint + Summons** to the following:

Agent for Service of Process: c/o Paracorp Incorporated Parabolic Pictures, Inc. 2804 Gateway Oaks Dr. Ste 200 Sacramento, CA 95833	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: c/o SHARE STALLINGS Stable Way Entertainment, Inc. 6388 Deep Dell Place L.A., CA 90068	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input checked="" type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: c/o Barbara Rosenbaum Wonderful Films Corp. 1723 Cloverfield Blvd. Santa Monica, CA 90404	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Agent for Service of Process: c/o James Tauber SKE CREATIVE, LLC 9460 Wilshire Blvd. Ste 500 Beverly Hills, CA 90212	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Sidney Kimmel Sidney Kimmel Entertainment, LLC 9460 Wilshire Blvd. Ste 500 Beverly Hills, CA 90212	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
Amy Baer CBS Films 11800 Wilshire Blvd. L.A., CA 90025	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other

I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

Date: 06/25/10

Respectfully Submitted,



**CERTIFICATE OF MAILING**

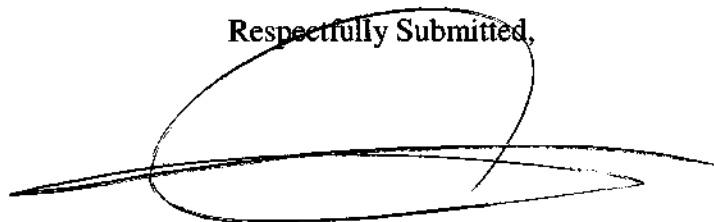
I hereby certify that on this 25 day of June 2010, I caused to be mailed via first class U.S. mail, postage pre-paid, a true and correct copy of the foregoing this **Civil Complaint + Summons** to the following:

c/o Sony Pictures Entertainment Inc. BEHAVE PRODUCTIONS, INC 10202 W Washington Blvd. Culver City, CA 90232	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
c/o Clerk United States District Court 312 North Spring Street, Los Angeles, CA 90012-2095 (213) 894-2434	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input checked="" type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other
	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Electronic Transmission <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Other

I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

Date: 06/25/10

Respectfully Submitted,





Exh. 3





**WILLIAM MORRIS AGENCY, INC.**  
TALENT AND LITERARY AGENCY

**GARY LODER**  
VICE PRESIDENT

November 22, 1995

**PAMELLA LAWRENCE**  
1882 South Redondo Blvd.  
Ste 227  
Los Angeles, CA 90019

Dear Pamela,

Thank you for giving us the opportunity to consider your material. Unfortunately we do not have 100% enthusiasm that you should have when being represented.

Good luck in you rfuture endeavors.

**THE WILLIAM MORRIS AGENCY**

  
**Lara Rosenstock**  
Assistant to Gary M. Loder

Enc:

book  
tape

Exh. 5

PITCH AND TREATMENT SALES BY ALPHABETICAL ORDER

**NAKED MAN, THE** Comedy

Man loses his clothes and has to walk naked from Venice to Hollywood. Along the way, he gets noticed and quickly becomes a media celebrity.

WRITER..... Matthew Chapman  
 PURCHASE PRICE..... \$1 mil / \$1.8 mil  
 DATE OF SALE..... November 13, 1997  
 AGENTS..... Deb Skelly, David Lubliner  
 AGENCY..... William Morris  
 BUYER..... Columbia Pictures  
 COLUMBIA EXEC. WHO FOUND PROJ. .... Matt Tolmach  
 PRODUCERS..... Betty Thomas, Jenno Topping

**NEW YEARS EVE** Romantic comedy

WRITERS..... Andrea Davis, Jeff Rothberg  
 DATE OF SALE..... August 7, 1997  
 BUYER..... Twentieth Century Fox / 1492 Pictures  
 PRODUCERS..... Robert Kosberg, Jeff Rothberg  
 1492 EXEC. WHO FOUND PROJ. .... Jennifer Blum

**OF MICE AND MEN** Drama

Not the Steinbeck novel but a "Breakfast Club" of the 90s as college kids who are stuck together as part of an experiment emotionally unload on each other.

WRITER..... Geoff Rodkey  
 PURCHASE PRICE..... \$250k / \$600k  
 DATE OF SALE..... October, 1997  
 AGENTS..... Ramses IsHak, Todd Harris  
 AGENCY..... William Morris  
 BUYER..... Illusion

**PAIN KILLER** Thriller

Set in the world of rock n roll.

WRITER..... Bryan Goluboff  
 PURCHASE PRICE..... Mid-six figures / high-six  
 DATE OF SALE..... January, 1998  
 AGENCY..... William Morris  
 BUYER..... Warner Bros.

**PLANET DEB** Comedy

A group of schoolgirls is driven by their competitive nats to turn on one another as the debutante season approaches

WRITERS..... Michael Apostolina, Bob Sug  
 PURCHASE PRICE..... Low-six figures / m  
 DATE OF SALE..... December,  
 AGENT..... Adam Shul  
 AGENCY.....  
 ATTORNEY..... David C  
 LAW FIRM..... Colden & Mc  
 BUYER..... New Line Ci  
 NEW LINE EXEC.  
 ON PROJ ..... Lynn Harris, Donna La

**POSTAL POLICE** Comedy

Two men obsessed with 1970's cop shows go to work for Los Angeles postal police because for seven straight yec they have failed the L.A. Police Department's entrance exam.

WRITERS..... Jeffrey Berman, Frank An  
 PURCHASE PRICE..... Low-six figures / n  
 DATE OF SALE..... July 10  
 AGENT..... Eri  
 AGENCY..... Irv Schec  
 ATTORNEY..... Nanett  
 LAW FIRM..... Kleinberg, Lopez, Lange, Brisbin and  
 BUYER..... Walt Disney Pictures/ Wind Dance  
 WIND DANCER EXEC.  
 WHO FOUND PROJ..... Melissa G  
 PRODUCER..... Stephanie

**PUMPKINHEAD** Comedy

A group of crooks runs a con based on a nonexistent show. When the police discover their scheme. they go ahead with the show, with surprising results.

WRITERS..... Tim Kirk, Dave C  
 PURCHASE PRICE..... Low-six figures  
 DATE OF SALE..... July  
 AGENT..... Rob Carlson, Alai  
 AGENCY..... Willia  
 BUYER.....  
 UA EXEC. ON PROJECT..... Jeff  
 PRODUCER..... Frank

Exh. 6

*Nicholas A. Weimer*  
*Attorney at Law*  
*2040 Avenue of the Stars*  
*Fourth Floor*  
*Los Angeles, California 90067*  
*Telephone (310) 553-9091*  
*Fax (310) 553-5229*

January 5, 2000

Mr. Matt Tolmach  
Columbia Tri Star  
10202 W. Washington Blvd.  
Culver City, Ca. 90232-3195

Re: Pamela Lawrence-"Caught on video, the most embarrassing  
moment"

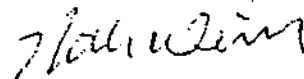
Dear Mr. Tolmach:

Please be advised that this office represents Ms. Pamela Lawrence in a claim against you for violation of her copyright regarding a woman walking naked down the street and being videotaped and subsequently becoming a celebrity. It is her contention that your "pitch and treatment "The naked man" is based upon her work and in fact resulted from your access to her work at William Morris Agency.

Please contact this office within 10 days of this letter to discuss possible resolution of this matter. If we do not hear from you, we will go ahead and file a lawsuit.

Thank you for your anticipated courtesy and cooperation.

Sincerely yours,



Nicholas Weimer

NAW/ns

Exh. 7

THE NAKED MAN

ACT ONE

Establish a man crushed by modern corporate life. Constantly anxious about time, his appearance, his money, his status. His marriage is on the rocks. His wife is doing better than him because she has somehow retained her courage. She loves him but has lost patience with his caution and rigidity. He has become obsessively neat and clean and correct. Tomorrow is her birthday. His boss, who treats him like shit, is sending him to SF this evening to have lunch the following day with a man who no one else will deal with. He cannot refuse but promises to get back in time for the party at 7pm the following day. He goes to work. A company where everyone is lethally polite. He is being sent to SF for a lunch meeting with a man who no one else will deal with, very rich, very powerful, eccentric, intolerable. It's a suicide mission, a way of dumping him and he knows it. He goes to LAX and his plane gets canceled. Drinking to quell his nerves, he meets a woman who has also been canceled. The next plane isn't for 4 hours and she has forgotten something at home. She lives in an apartment building in Venice. They go back to her place and she seduces him. The next morning he wakes up with a terrible hangover. She tells him there's a plane in 2 hours, go get the paper while she takes a shower. He does. And gets locked out. He knocks, she doesn't hear. An older woman comes out of a nearby door, sees him naked, and starts to scream. Someone else comes out, thinks he's a rapist and fetches a gun. He is forced to flee naked into the city.

ACT TWO

Every time he attempts to get clothes, his situation is made worse. A jogger goes by with a sweater around her waist. He tries to grab it, she screams rape. He tries to go into a store to negotiate clothes - and causes a near riot. Cops and the Media get involved. Both the Mayor and the Chief of Police are up for re-election and this becomes a rallying point for the enforcement of public morals. He tries to call his wife but she's out of her office. He calls a friend but the cops arrive before he can complete the call and he is forced to run again. Slowly the situation builds. All the news stations get involved. Psychologists, religious leaders, politicians give their comments on air. A News Helicopter gets a good shot of him and his wife and coworkers realize who it is. Using an ingenuity he didn't know he had, he manages to avoid getting caught. His identity becomes known. Media descends on his company. Some

Exh. 8  
Exh. D

are appalled, others are impressed. At some point, he sees the furor on television. His boss sneers at him: this is not a man who can last long out there. The Mayor insults him. The Chief Of Police is enraged. And their opponents deride both men. If they can't even catch a naked man, what chance do they have of controlling crime? He is trapped by a reporter. He explains he never did anything wrong in his whole life. It's all a gigantic mistake. The reporter offers him clothes. He refuses. Everyone says he can't make it home. Well, he can and he will. He's fed up with his life anyway, corporations, organizations, political correctness, shirts, ties, suits, tight shoes. The last ten years he's been making himself sick trying to hold onto all this. Now he's lost it all, his job, his clothes, and probably his wife, and it feels great. He hasn't felt this free in years. They want to hunt him like an animal, he'll be the best hunted animal there ever was.

### ACT THREE

Now it's a matter of honor to get home. The city grinds to a halt as everyone watches developments on TV. An evangelist offers a hundred thousand to anyone who can catch him. But the man who he was supposed to go visit, who has always treated people from the firm with contempt because they're so boring, offers a counter-reward to him of a hundred thousand if he can make it. A naked man against the whole city? And still he's not been caught. Now that's a man he can admire. Wagers are made. Political careers hang in the balance. Finally, he is running up the road to his house and the dragnet is tightening around him. He only has a half mile to go but it doesn't look like he'll make it. And then, out of all the houses other men and even some women, rush out naked and surround him. The cops, unable to identify one naked man from another are confounded and our hero breaks from the pack at the last minute and makes it to his door. The door opens and his wife opens it. She looks at him and smiles and say, "Welcome home, honey." He embraces her.

Titles Over: Fame, book deals, computer games, the reward.

Exh. D





# TRISTAR PICTURES

a SONY PICTURES ENTERTAINMENT company

**AMY BAER**  
*Executive  
Vice President*

March 24, 1998

Pamella Lawrence  
1882 South Redondo Blvd.  
Los Angeles, CA 90019

**RE: CAUGHT ON VIDEO...THE MOST EMBARRASSING MOMENT**

Dear Pamella,

Thank you for coming in to discuss your book "Caught On Video... The Most Embarrassing Moment". It is commendable of you to have shared your experiences to show others how the judicial system will protect one's rights. While I found your experience interesting, unfortunately it is not something that TriStar wishes to pursue at this time.

Thank you again for thinking of TriStar. I wish you the best of luck in your endeavors.

Sincerely,

  
Amy Baer  
AB/jt

cc: Elizabeth Franco Bradley

Exh. 8

10202  
West  
Washington  
Boulevard  
Culver City,  
California  
90232-3195  
Tel:  
**310 280 7962**  
Fax:  
**310 280 2288**

070446

510985

BANK OF AMERICA  
CUSTOMER SERVICE AMERICAS #1235

16-66  
1220

06/04/01 \*\*\*\*\*9500.00

NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS \*\*\*\*\*

PAMELLA LAWRENCE AND  
JOSHUA W GLOTZER AND  
DAVID C. LEIB

*Michael R.*

*SR*

⑆510985⑆ ⑆122000661⑆ 12358⑆0600⑆⑆

⑆591 PAMELLA LAWRENCE AND  
⑆0101 FULL SETTLEME 06/01/01  
FULL SETTLEMENT

9500.00 0.00 9500.00

9500.00 0.00 9500.00

CHECK NUMBER : 510985

*Exh. C W/M*


*Exh. C W/M*


1072

**JOSHUA W. GLOTZER, ATTORNEY AT LAW**  
 CLIENT TRUST ACCOUNT  
 PH. 310-274-3155  
 301 N. CANON DR. STE. 223  
 BEVERLY HILLS, CA 90210

90-1261/1222

PAY TO THE ORDER OF Pamella Lawrence-Nicholson DATE 3/27/01 \$ 3000  
Three thousand & 00/100 DOLLARS

 **Santa Monica Bank**  
 8696 WILSHIRE BOULEVARD  
 Beverly Hills, California 90212

FOR Seth A. Columbia 

⑈001072⑈ ⑆122212611⑆ 17 076 809⑈

Exh. SC2

DO NOT CASH THIS CHECK UNLESS YOU CAN SEE A REFLECTIVE WATERMARK DOCUMENT SECURITY APPEARING ON THE BACK OF THE CHECK WHEN VIEWED AT AN ANGLE

SONY PICTURES ENT INC.  
10202 WEST WASHINGTON BOULEVARD  
CULVER CITY, CA 90232

62-20/311  
Check Date  
03/22/2001

\*\*\*\*\*5,000DOLLARS AND 00 CENTS

PAY EXACTLY \*\*\*\*\*5,000.00

Pay To The Order Of

JOSHUA W. GLOTZER & PAMELLA LAWRENCE  
C/O LAW OFFICES OF JOSHUA W GLOTZER  
301 NORTH CANYON DRIVE, SUITE 223  
BEVERLY HILLS, CA 90210

*Joshua W. Glotzer*

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT

⑆ 2000343298⑆ ⑆ 031100209⑆ 39108078⑆

Exh. SC

Exh. SC

CASE: Lawrence vs. Columbia Pictures, Gareth Wigam & Amy Baer

GROSS SETTLEMENT : \$ 5,000.00

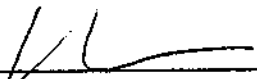
**GROSS SETTLEMENT TOTAL: \$ 5,000.00**

LESS:

ATTORNEY FEES: \$ 2,000.00

**NET TO CLIENT: \$ 3,000.00**

The foregoing has been read, understood and is agreeable to me. I hereby direct my attorney to satisfy the above liens pursuant to the amounts stated herein. I hereby authorize and give power of attorney to my attorney, Joshua W. Glotzer, to endorse my signature on the settlement check in this matter and deposit said check in his client trust bank account and disperse payment as set forth above

  
\_\_\_\_\_  
Pamella Lawrence

3-13-01  
Date

Exh. S B D 1

# SONY PICTURES STUDIOS

VISITOR PASS

SPEED LIMIT 12 MPH

PLEASE SURRENDER PASS TO GATE GUARD  
AT ORIGINAL ENTRY UPON DEPARTURE

7508447

PRINTMEDIA (213) 256-7304

LAST NAME : LAWRENCE

FIRST: PAMELA

DESTINATION: [REDACTED]

DATE : 4-29-98 TIME: 5:00 GATE: WEST

CONTACT : [REDACTED] EXTN: 47962

WALK: X [REDACTED]

COMMENTS: STRUCTURE 210

## SONY PICTURES

\* REMOVE TO EXPOSE ADHESIVE \*  
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Exh. 9



CIVIL REGISTER REPORT

L.A. Superior Court Central  
Civil Division

Case Number: BC229032 Filing Type: New Filing Case Type : Breach Contrct/Warnty(Sellr Pltf) Judge : Madeleine I. Flier Disp Type : Disp Manr :		PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY Filed : 04/28/00 Age : 346 Disposed : 00/00/00	
Lawrence, Pamella  <p style="text-align: center;">Plaintiff(s)</p> Attorneys of Record: <hr/> Leib, Daniel C. 301 N. Canon Drive #223 Beverly Hills CA 90210 310 385 7333	V S	William Morris Agency Kaplan, Aaron Loder, Gary Lubliner, David Wolken, Robert A. et al.  <p style="text-align: center;">Defendant(s)</p> Attorneys of Record: <hr/> Rintala, Smoot, Jaenicke & Rees, La 10351 Santa Monica Blvd. Suite 400 Los Angeles CA 90025-6937 310 203 0935	

CASE HISTORY

Date	Activity
04/28/00	Case Filed / Opened Judge: Madeleine I. Flier -- Breach Contrct/Warnty(Sellr Pltf)
04/28/00	Document Complaint
04/28/00	Document Summons Filed Filed by: Attorney for Plaintiff/Petitioner Filed By Lawrence, Pamela, Esq. n Behalf of Lawrence, Pamella Attorney for Pltf/Petr Plaintiff/Petitioner
04/28/00	Fees Paid Waived - Forma Pauperis 192.00
04/28/00	Serv Summ/Compl Fld William Morris Agency 1 Served On 04/28/00 CCP 416.10 (Corporation) person served Jeffrey Robin

Exh. 10

CIVIL REGISTER REPORT

L.A. Superior Court Central  
Civil Division

Case Number: BC229032 PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY

CASE HISTORY

Date	Activity
05/02/00	Document First Amended Complaint Filed by: Attorney for Pltff/Petnr Filed By Lawrence, Pamela, Esq. Attorney for Pltff/Petnr
05/23/00	Document Summons Filed on 1st amended compl Filed by: Attorney for Plaintiff/Petitioner Filed By Lawrence, Pamela, Esq. Attorney for Pltff/Petnr On Behalf of Lawrence, Pamela Plaintiff/Petitioner
05/23/00	Document Declaration of Diligence Robert A. Wolken Filed by: Attorney for Plaintiff/Petitioner
05/23/00	Document Declaration of Diligence Aaron Kaplan Filed by: Attorney for Plaintiff/Petitioner
05/23/00	Document Declaration of Diligence Gary Loder Filed by: Attorney for Plaintiff/Petitioner
05/23/00	Document Declaration of Diligence David Lubliner Filed by: Attorney for Plaintiff/Petitioner
05/23/00	Serv Summ/Compl Fld William Morris Agency 6 Served On 05/08/00 CCP 416.10 (Corporation) by leaving copies with or in the presence of David Kekst
05/23/00	Serv Summ/Compl Fld Kaplan, Aaron 3 Served On 05/08/00 CCP 416.90 (Individual) by leaving copies with or in the presence of David Kekst
05/23/00	Serv Summ/Compl Fld Loder, Gary 4 Served On 05/08/00 CCP 416.90 (Individual) by leaving copies with or in the presence of David Kekst

Exh. 11

## C I V I L R E G I S T E R R E P O R T

L.A. Superior Court Central  
Civil Division

Case Number: BC229032

PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY

## C A S E H I S T O R Y

Date

Activity

05/23/00 Serv Summ/Compl Fld Lubliner, David

5 Served On 05/08/00

CCP 416.90 (Individual)

by leaving the copies with or in the presence of David Kekst

05/23/00 Serv Summ/Compl Fld Wolken, Robert A.

2 Served On 05/10/00

CCP 416.90 (Individual)

by leaving copies with or in the presence of David Kekst

05/24/00 Document

Answer

Filed by: Attorney for Defendant/Respondent

On Behalf of William Morris Agency

Defendant/Respondent

On Behalf of Kaplan, Aaron

Defendant/Respondent

On Behalf of Loder, Gary

Defendant/Respondent

On Behalf of Lubliner, David

Defendant/Respondent

On Behalf of Wolken, Robert A.

Defendant/Respondent

Filed By Rintala, Smoot, Jaenicke &amp; Rees, Law O/ Attorney for Defendant/Re

05/24/00 Fees Paid

Received - Fee, Adverse party 945.00

Paid By William Morris Agency

Defendant/Respondent

Paid By Kaplan, Aaron

Defendant/Respondent

Paid By Loder, Gary

Defendant/Respondent

Paid By Lubliner, David

Defendant/Respondent

Paid By Wolken, Robert A.

Defendant/Respondent

05/25/00 Document

Ntc of Removal to Federal Court

Filed by: Attorney for Deft/Respnt

On Behalf of William Morris Agency

Defendant/Respondent

On Behalf of Kaplan, Aaron

Defendant/Respondent

On Behalf of Loder, Gary

Defendant/Respondent

On Behalf of Lubliner, David

Defendant/Respondent

On Behalf of Wolken, Robert A.

Defendant/Respondent

Filed By Rintala, Smoot, Jaenicke &amp; Rees, Law O/ Attorney for Defendant/Re

06/12/00 Document

Substitution of Attorney

Filed by: Attorney for Plaintiff/Petitioner

Exh. 12

## CIVIL REGISTER REPORT

L.A. Superior Court Central  
Civil Division

Case Number: BC229032

PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY

## CASE HISTORY

Date	Activity
On Behalf of	Lawrence, Pamella Plaintiff/Petitioner
07/13/00	Document Order remanding the action to The Superior Court of the State of California for the County of Los Angeles Filed by: Clerk
09/07/00	Document Notice of Status Conference filed
09/07/00	Calendaring DOC/EVT Initial Status Conference 10/13/00 8:30 am Dept. 58
10/06/00	Document Status Conference Questionnaire Filed by: Attorney for Deft/Respnt On Behalf of William Morris Agency Defendant/Respondent On Behalf of Kaplan, Aaron Defendant/Respondent On Behalf of Loder, Gary Defendant/Respondent On Behalf of Lubliner, David Defendant/Respondent On Behalf of Wolken, Robert A. Defendant/Respondent Filed By Rintala, Smoot, Jaenicke & Rees, Law O/ Attorney for Defendant/Re
10/11/00	Document Status Conference Questionnaire Filed by: Attorney for Pltff/Petnr On Behalf of Lawrence, Pamella Plaintiff/Petitioner Filed By Leib, Daniel C. Attorney for Plaintiff/Pe
10/13/00	Proceeding/Event Initial Status Conference Completed 10/13/00 Dept. 58, Judge Lawrence W. Crispo
10/25/00	Document Amendment to Complaint Doe 1 to be Columbia Pictures Industries, Inc. Filed by: Attorney for Plaintiff/Petitioner On Behalf of Lawrence, Pamella Plaintiff/Petitioner Filed By Leib, Daniel C. Attorney for Plaintiff/Pe

Exh. 13

## CIVIL REGISTER REPORT

L.A. Superior Court Central  
Civil Division

Case Number: BC229032

PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY

## CASE HISTORY

Date

Activity

## 10/25/00 Document

Amendment to Complaint Doe 2 to be Amy Baer

Filed by: Attorney for Plaintiff/Petitioner

On Behalf of Lawrence, Pamela

Filed By Leib, Daniel C.

Plaintiff/Petitioner

Attorney for Plaintiff/Pe

## 10/25/00 Document

Amendment to Complaint Doe 3 to be Gareth Wigam

Filed by: Attorney for Plaintiff/Petitioner

On Behalf of Lawrence, Pamela

Filed By Leib, Daniel C.

Plaintiff/Petitioner

Attorney for Plaintiff/Pe

## 10/25/00 Document

Amendment to Complaint Doe 4 to be Matthew Chapman

Filed by: Attorney for Plaintiff/Petitioner

On Behalf of Lawrence, Pamela

Filed By Leib, Daniel C.

Plaintiff/Petitioner

Attorney for Plaintiff/Pe

## 12/15/00 Document

Declaration pursuant to 170.6

\*\*vacated - fees not paid\*\*

\*\*fees paid on 01/03/01 and

counsel filed a new 170.6\*\* Filed by: Attorney for Deft/Respnt

Vacated 01/04/01

On Behalf of Columbia Pictures Industries, Inc.

On Behalf of Baer, Amy

On Behalf of Wigam, Gareth

Defendant/Respondent

Defendant/Respondent

Defendant/Respondent

## 12/29/00 Document

Defendant's Demurrer

Filed by: Attorney for Deft/Respnt

Exh. 14

## 12/29/00 Fees Paid

Motion Setting Fee 23.00

On Behalf of Columbia Pictures Industries, Inc.

On Behalf of Baer, Amy

On Behalf of Wigam, Gareth

aid By Gaims, Weil, West &amp; Epstein, LLP

Defendant/Respondent

Defendant/Respondent

Defendant/Respondent

Attorney for Deft/Respnt

## 12/29/00 Fees Paid

Received - Fee, Adverse party 767.00

## C I V I L R E G I S T E R R E P O R T

L.A. Superior Court Central  
Civil Division

Case Number: BC229032

PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY

## C A S E H I S T O R Y

Date

Activity

On Behalf of	Columbia Pictures Industries, Inc.	Defendant/Respondent
On Behalf of	Baer, Amy	Defendant/Respondent
On Behalf of	Wigam, Gareth	Defendant/Respondent
Paid By	Gaims, Weil, West & Epstein, LLP	Attorney for Deft/Respnt

01/03/01 Document

Affidavit of Prejudice--Peremptory as to Judge Crispo - Dept. 58  
Filed by: Attorney for Deft/Respnt

01/03/01 Document

Declaration DECLARATION UNDER CODE OF CIVIL  
PROCEDURE SECTION 170.6

Filed by: Attorney for Deft/Respnt

On Behalf of	Columbia Pictures Industries, Inc.	Defendant/Respondent
On Behalf of	Baer, Amy	Defendant/Respondent
On Behalf of	Wigam, Gareth	Defendant/Respondent
Filed By	Gaims, Weil, West & Epstein, LLP	Attorney for Deft/Respnt

01/04/01 Calendaring DOC/EVT

Affidavit of Prejudice 01/05/01 8:32 am Dept. 58

01/11/01 Document

Notice

notice of acceptance by court

Filed by: Attorney for Defendant/Respondent

n Behalf of	Columbia Pictures Industries, Inc.	Defendant/Respondent
n Behalf of	Baer, Amy	Defendant/Respondent
n Behalf of	Wigam, Gareth	Defendant/Respondent
iled By	Gaims, Weil, West & Epstein, LLP	Attorney for Deft/Respnt

02/02/01 Proceeding/Event

Order Re: Reassignment of Case  
Completed 02/02/01  
Dept. 1, Judge Gary Klausner

02/06/01 Calendaring DOC/EVT

Status Conference 03/06/01 9:00 am Dept. 37

02/06/01 Document

Notice of Status Conference filed

02/09/01 Proceeding/Event

Hearing on Demurrer

Exh. 15



## CIVIL REGISTER REPORT

L.A. Superior Court Central  
Civil Division

Case Number: BC229032

PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY

## C A S E H I S T O R Y

Date

Activity

Dept. 58, Judge Lawrence W. Crispo

02/15/01 Document

Notice of date and time of hearing on  
demurrer

Filed by: Attorney for Deft/Respnt

03/06/01 Calendaring DOC/EVT

Post-Mediation Status Conference 06/07/01 9:00 am Dept. 37  
6/7/01

03/06/01 Calendaring DOC/EVT

Final Status Conference 08/09/01 9:00 am Dept. 37

03/06/01 Calendaring DOC/EVT

Jury Trial 08/15/01 9:00 am Dept. 37  
Time Estimate is 5 days

03/06/01 Sp Status Start

Sent to Med - \$750,000-1 million Commercial Provider Program  
Hearing Date 5/30/01 9:30 a.m. Hon. Michael Berg

03/26/01 Document

Partial Dismissal(not entire case) With prejudice, Entire action  
as to Defendants Columbia Pictures,Inc., Amy Baer and  
Gareth Wigam only.

Filed by: Attorney for Pltf/Petrnr

on Behalf of Lawrence, Pamela

Plaintiff/Petitioner

04/03/01 Calendaring DOC/EVT

Hearing-Mediation-Comm Provider 05/30/01 9:30 am ADR Office  
Commercial Provider  
Hon. Michael Berg

04/03/01 Document

Ntc of Assignment of Mediator  
Filed by: ADR Clerk

Ex 4.16

06/07/01 Proceeding/Event

Post-Mediation Status Conference  
Dept. 37, Judge Madeleine I. Flier

06/07/01 Sp Status End

CIVIL REGISTER REPORT

L.A. Superior Court Central  
Civil Division

Case Number: BC229032

PAMELLA LAWRENCE VS WILLIAM MORRIS AGENCY

CASE HISTORY

Date	Activity
Sent to Med - \$750,000-1 million	
08/09/01 <i>Proceeding/Event</i> Final Status Conference Dept. 37, Judge Madeleine I. Flier	
08/15/01 <i>Proceeding/Event</i> Jury Trial Time Estimate is 5 days Dept. 37, Judge Madeleine I. Flier	

Exh. 17

June 10, 2010

Michael Lynton, Chairman & CEO  
Amy Pascal, Co-Chairman  
Sony Pictures Entertainment  
10202 W. Washington Blvd.  
Culver City, CA 90232

VIA U.S. MAIL/PROCESS SERVER

PARTIES:

Sidney Kimmel Entertainment  
Mr. Sidney Kimmel  
Mr. William Horberg  
Mr. Lawrence Malkin  
Mr. Share Stallings  
Mr. Chris Rock  
Chris Rock Enterprises Inc.  
Ms. Ayesha Carr  
Parabolic Pictures Inc.

Mr. Jim Tauber  
Mr. Bruce Toller  
Mr. Diana Phillips  
Mr. Dean Craig  
Mr. Frank Oz  
Mr. Neal LaBute  
Columbia Pictures Industries, Inc.  
Screen Gems, Inc.  
Stable Way Entertainment

Ms. Amy Baer  
Mr. Gareth Wigam  
Wonderful Films

**REF:** *“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994.”*  
*“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994,*  
*Jamaican Volume I”*

Fraudulent Copyrights: [V3538 D318 P1-3], [PA0001671381]

Super. Crt. Case of Los Angeles: BC229032

To whom it may concern:

You are hereby ordered to **“CEASE and DESIST”** from committing “new” and “willful acts” of Copyright Infringements” for *“Caught On Video... The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume I.”* I did not sign a “settlement agreement” “transferring,” or “assigning” to Sony and the William Morris Agency “ownership” of my book entitled *“Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994* for the storyline of a *“Naked Women”* and/or *“Naked Man”*. In addition, I did not execute a “settlement agreement” giving you authorization and permission to make derivative film projects from my copyrighted work product or to plagiarize elements from my CD. The July 11, 1994 date was for the funeral of a Jamaican reggae music promoter/business who was a father and husband in which I was attacked and videotaped in relationship to the movie *“Death At A funeral 2007,”* of which, was consequently released on July 11, 2007. By your activities, you have infringed upon my “inalienable rights” of ownership in violation of the Copyright Act, 17 U.S.C 101, which clearly states that the copyright owner has the right to produce, display or make derivatives of a copyrighted audiovisual work.

Exh. 18

It is my belief that you have stolen my copyrighted work from my CD and there is striking similarity in some of the actual events, likeness, images, lifted themes, scenes and dialogue that is reflected in the movie "*Death At A Funeral 2010*". It is my belief, based on the striking similarity of the movie "*Death At A Funeral 2010*" in relation to "*Naked Man*" that your actions were premeditated, willful, and constitutes "unfair competition," "breach of implied contract," "fraud and deceit," "intentional interference with prospective economic advantage," "negligent interference with prospective economic advantage" and discrimination based on gender.

All the parties that are directly or indirectly affiliated with my work were able to "movie contract" with Sony, and moved on to have promising careers; however, I was denied the same movie contractual treatment as a women, credit and royalties that was granted to the above parties in the same circumstance involving the same copyright registration.

As a proximate result of the "breach of contract," and stealing copyrighted work from my CD, the "settlement agreements" are hereby "null" and "void". You do not own legitimate copyrights entitling you to use any of my motion picture rights, as well as, all future merchandising and licensing rights, nor have I granted you any television motion picture rights, allied and subsidiary rights for my Work and usage of (likeness of characters, image, names, persons, materials and/or institutions in any and all formats) for which I am the "**Only Legal Owner to the Copyrights**".

As the "**Only Owner**," you are hereby "**Ordered**" to "**CEASE and DESIST**" from writing and creating sequel literary material using the characters of my Work, and you are prohibited from producing any future work exploiting my copyrighted work. Furthermore, I have not granted you the right to create and commission "studio sequels" in the form of screenplays, teleplays, treatments and the like which may serve as the basis of either feature motion pictures, television programs, or other productions. Your "criminal enterprise" is encroaching upon my "lawful rights of authorship" existing under the Library of Congress, the Berne Convention and otherwise, including the making of any form of changes, deletions and modifications of my Work.

Be forewarned that any and all unauthorized usage of my copyrights, surmounts to "THEFT," and "Willful" Copyright Infringement, including but not limited to copying and distribution of the aforementioned material, without my expressed written permission in violation of Title 17 U.S. Code, Section 106(a) of the Copyright Act of 1976, and several recognized international copyright laws that will be prosecuted to the fullest extent of the law for THEFT.

This "**CEASE and DESIST ORDER**" serves as confirmation to the above named Defendants and the U.S. Copyright Office, affirming that your fraudulent copyrights are terminated, nullified, voided and/or rendered inoperative, including any and all other "fraudulent copyrights" [V3538 D318 P1-3], [PA0001671381], [V3545D307], filed by the above parties and any other persons, people, companies, or etc. that you have been made a party to this THEFT.

Upon receipt of this "**CEASE and DESIST**" letter, I am demanding that you immediately correct the copyright registrations filed with the Registrar of Copyrights by adding my name to line six for both copyright registrations "*Death At A funeral 2007*," and "*Death At A Funeral 2010*." I am requesting that you immediately allot me "credit" in the main titles and on any and all subsequent releases for both

Exh. 19

movies. Within ten (10) days, I am requesting that you pay me damages for the theft of my intellectual property from my CD, and royalties.

I am requesting within ten (10) days complete disclosure of the aforementioned assurances in a written format that you will cease and desist from any further bad faith promotion, advertising, distribution and sales in association with my book and supplemental CD for the Jamaican funeral story dated July 11, 1994.

Your failure to respond in thirty days (30) via email to this letter in a timely fashion, and/or your failure to cooperate with the demands in this letter will result in a "Default," force me to file a second law suit, place permanent injunction against you, place liens on all your property, including the copyrights and your homes (and those individuals and production companies directly involved with the infringing activity) in the Federal court seeking monetary damages which may be available to me.

Sincerely,



**PAMELLA LAWRENCE**

Writer and Legal Owner

*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994*

*Caught On Video...The Most Embarrassing Moment de Funeral, July 11, 1994, Jamaican Volume 1*

2511 W. 3<sup>rd</sup>.,

Ste # 200

Los Angeles, CA 90057-1915

323 937 1498 (F)

defuneral1995@hotmail.com

losangelesstory@hotmail.com

cc: Eric Holder, Assistant Attorney General, 202-307-6777(F)  
Valerie Caproni, General Counsel, Federal Bureau of Investigations (F) 202-324-5366  
Sen. John Whitmire, Chairman of the Senate's Criminal Justice Comm., 512-475-2015  
Tanya Sandros, General Counsel, U.S. Copyright Office, 202-707-8380 (O), 202-707-8366(F)

Exh. 20

U.S. POSTAL SERVICE CERTIFICATE OF MAILING  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: PAMELLA LAWRENCE  
2511 W. 3rd Street  
#200 LA. CALIF. 90058

One piece of ordinary mail addressed to: Mr. Chris Rock  
STEPHEN D. BARNES  
2000 AVE OF THE STARS  
3rd Floor N. Tower  
LA. CALIF. 90067.

PS Form 3817, January 2001



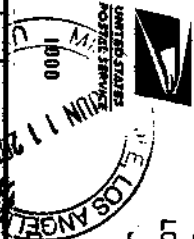
U.S. POSTAGE  
 PAID  
 LOS ANGELES, CA  
 90036  
 JUN 11 10  
 PMDUNT  
 \$1.15  
 000156-7-05

U.S. POSTAL SERVICE CERTIFICATE OF MAILING  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: PAMELLA LAWRENCE  
2511 W. 3rd Street  
#200 LA CA - 90058

One piece of ordinary mail addressed to: of SONY PICTURES  
Cent.  
SCREEN CENS.  
10202 W. Washington

PS Form 3817, January 2001



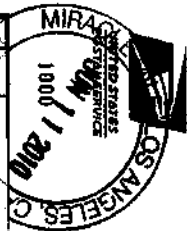
U.S. POSTAGE  
 PAID  
 LOS ANGELES, CA  
 90036  
 JUN 11 10  
 PMDUNT  
 \$1.15  
 000156-7-05

U.S. POSTAL SERVICE CERTIFICATE OF MAILING  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: PAMELLA LAWRENCE  
2511 W 3rd # 200  
LA. CA 90058

One piece of ordinary mail addressed to: MICHAEL LYNTON  
AMY PASCAL  
SONY PICTURES  
10202 W. WASHINGTON

PS Form 3817, January 2001



U.S. POSTAGE  
 PAID  
 LOS ANGELES, CA  
 90036  
 JUN 11 10  
 PMDUNT  
 \$1.15  
 000156-7-05

Exh. 21



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<p><b>(a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/>)  <b>PAMELLA LAWRENCE</b>                  3183 WILSHIRE BLVD                  Ste 196-C43. LA. CA 90010</p>	<p><b>DEFENDANTS</b>  <b>SONY PICTURES ENT. Inc.</b></p>
<p><b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)</p>	<p>Attorneys (If Known)</p>

<p><b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)</p> <p><input checked="" type="checkbox"/> 1 U.S. Government Plaintiff    <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant    <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.)</p> <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:33%;">PTF <input checked="" type="checkbox"/> DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:33%;">PTF <input type="checkbox"/> DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2    <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5    <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3    <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6    <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input checked="" type="checkbox"/> DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF <input checked="" type="checkbox"/> DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> DEF <input type="checkbox"/> 4										
Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5										
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6										

**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from another district (specify):     6 Multi-District Litigation     7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** JURY DEMAND:  Yes     No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23:  Yes     No     MONEY DEMANDED IN COMPLAINT: \$ \_\_\_\_\_

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

**VII. NATURE OF SUIT** (Place an X in one box only.)

<p><b>OTHER STATUTES</b></p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce/ICC Rates/etc.</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Act</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Allocation Act</p> <p><input type="checkbox"/> 895 Freedom of Info. Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p> <p><b>REAL PROPERTY</b></p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease &amp; Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Fed. Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury-Med Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury-Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>TORTS</b></p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p> <p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>CIVIL RIGHTS</b></p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 444 Welfare</p> <p><input type="checkbox"/> 445 American with Disabilities - Employment</p> <p><input type="checkbox"/> 446 American with Disabilities - Other</p> <p><input type="checkbox"/> 440 Other Civil Rights</p>	<p><b>PRISONER PETITIONS</b></p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><input type="checkbox"/> 530 Habeas Corpus</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus/Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><b>FORFEITURE / PENALTY</b></p> <p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food &amp; Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. &amp; Truck</p> <p><input type="checkbox"/> 650 Airline Regs</p> <p><input type="checkbox"/> 660 Occupational Safety /Health</p> <p><input type="checkbox"/> 690 Other</p>	<p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting &amp; Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p><b>PROPERTY RIGHTS</b></p> <p><input checked="" type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RS1 (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609</p>
--	---	---	--	---	---

Name & Address:

PAMELLA LAWRENCE  
3183 Wilshire Blvd, Ste 196-C43  
Los Angeles, CA 90010

FOR OFFICE USE ONLY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

PAMELLA LAWRENCE

CASE NUMBER

PLAINTIFF(S)

CV 10-04737 SVW (EX)

SONY PICTURES ENTERTAINMENT,  
INC.,

SEE ATTACHED

SUMMONS

DEFENDANT(S).

TO: DEFENDANT(S): SEE ATTACHED

A lawsuit has been filed against you.

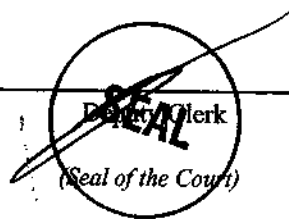
FOR OFFICE USE ONLY

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Pamella Lawrence, whose address is 3183 Wilshire Blvd., Ste #196-C43. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 7/1/10

By: \_\_\_\_\_



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

FOR OFFICE USE ONLY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Stephen V. Wilson and the assigned discovery Magistrate Judge is Charles Eick.

The case number on all documents filed with the Court should read as follows:

**CV10- 4737 SVW (Ex)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.