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QED Holdings, LLC

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

1 Plaintiff QED Holdings, LLC (“QED” or the “Company”) for its Complaint  
 2 against Defendants William H. Block (“Block”), QED Pictures, LLC (“QED  
 3 Pictures”), and QED International, LLC (“Old QED”) (collectively, “Defendants”),  
 4 alleges as follows:

5 **I. INTRODUCTION**

6 1. QED is a prominent independent film company whose recent motion  
 7 pictures include the highly successful film *Fury*, starring Brad Pitt. QED was  
 8 formed in 2012 in a transaction memorialized in a contract called the Purchase and  
 9 Contribution Agreement, dated as of May 15, 2012 (the “Contribution Agreement”).  
 10 By that contract, Block contributed to QED virtually all of the assets and goodwill  
 11 of his prior company, Old QED (and entities related to Old QED), in exchange for  
 12 an investment of \$25 million by an outside investor, Media Content Capital  
 13 (“MCC”). Of MCC’s \$25 million investment, \$22 million was to fund film  
 14 production by the “new” QED. \$3 million went to Block and his affiliates. After the  
 15 transaction closed as of May 2012, the investors owned 75% of QED and Block  
 16 owned 25%.

17 2. Among the assets contributed by Block and his affiliates to QED in the  
 18 Contribution Agreement were the trademarks “QED” and “QED International.”  
 19 Since May 2012, QED has entered into contracts and conducted relationships with  
 20 motion picture studios, distributors, banks, guilds, actors, directors, and writers  
 21 under the QED name and has used the QED trademarks. For all material purposes  
 22 herein, Block, Old QED, and Old QED’s affiliates had no right to use the QED  
 23 name after May 2012.

24 3. Also as a result of the transaction, between May 2012 and February  
 25 2015, Defendant Block served as QED’s CEO and Director—the highest positions  
 26 in the Company—pursuant to a written contract (the “Employment Agreement”).  
 27 Block’s Employment Agreement and fiduciary duties imposed by law obliged him  
 28 to render services “loyally and conscientiously” and exclusively to QED. In

1 addition, Block expressly agreed, among many other things, not to engage in any  
 2 activity in the media and entertainment industry in competition with QED. By both  
 3 contract and law, all projects that he worked on during his tenure as QED's CEO  
 4 were the sole and exclusive property of QED. Instead of performing his executive  
 5 responsibilities exclusively and conscientiously for QED, Block actively and  
 6 surreptitiously hijacked QED's assets and siphoned QED's opportunities for his  
 7 personal gain. As the Employment Agreement has an arbitration clause, QED is  
 8 pursuing its remedies for these instances of malfeasance by Block in a JAMS  
 9 Arbitration.

10       4. In this proceeding, QED seeks to vindicate its rights to the exclusive  
 11 use of the QED name and trademarks which have been used by Block and the other  
 12 defendants, without authorization, in connection with the development, production,  
 13 and marketing of motion pictures that Block has attempted to and continues to  
 14 develop and produce in conjunction with the other defendants, entities 100% owned  
 15 by Block. The misuse of the QED name and trademarks by Block and the other  
 16 defendants has sown confusion in the motion picture industry and will continue to  
 17 do so unless it is stopped. Block's misappropriation and commercial use of QED's  
 18 name and trademarks in competition with QED was deliberate and proscribed by,  
 19 among other things, the Lanham Act.

20       5. In addition, Block agreed in the Contribution Agreement (which does  
 21 not have an arbitration clause and instead provides that disputes be brought in the  
 22 federal or state courts of Los Angeles County) that, until at least 5 years from the  
 23 closing date of May 15, 2012, he would not become engaged in a Competitive  
 24 Business with QED. Block has breached that covenant; he continues to compete  
 25 with QED. Moreover, QED has also become aware that Block and Old QED have  
 26 breached the Contribution Agreement in various other respects which are detailed  
 27 below. For all of the foregoing breaches other than those remitted to arbitration  
 28 under the Employment Agreement, QED seeks compensatory and punitive damages,

1 as well as restitution and injunctive relief in this action.

2 **II. JURISDICTION AND VENUE**

3 6. This is a complaint for, among other things, Trademark Infringement  
 4 and Unfair Competition arising under Sections 32 and 43(a) of the Lanham Act, 15  
 5 U.S.C. §§ 1114(1) and 1125(a).

6 7. This Court has original subject matter jurisdiction over this action  
 7 pursuant to 28 U.S.C. § 1338(a) and 15 U.S.C. § 1121.

8 8. As noted, the contract through which Block assigned all right and title  
 9 to the QED trade name and trademarks to QED, as well as under which he agreed  
 10 not to compete with QED—the Contribution Agreement—provides that all actions  
 11 “arising out of or relating to this Agreement shall be heard and determined  
 12 exclusively in any state or federal court” in Los Angeles, and the signatories to that  
 13 agreement agreed to submit such actions “to the exclusive jurisdiction of any state  
 14 or federal court” in Los Angeles. Thus, also included in this complaint are claims  
 15 arising out of the Contribution Agreement that are premised on state law, including,  
 16 *inter alia*, breach of contract, conversion, and breach of California Business &  
 17 Professions Code Section 17200 et seq. This Court has supplemental jurisdiction  
 18 over these claims under 28 U.S.C. § 1337(a), as these claims share a common  
 19 nucleus of operative fact with the Lanham Act claims and would ordinarily be  
 20 expected to be tried together with the Lanham Act claims.

21 9. This Court has personal jurisdiction over Defendant Block because, on  
 22 information and belief, Block is domiciled in this jurisdiction, conducts and solicits  
 23 business in this jurisdiction, and commercially used the trade name and trademarks  
 24 that are the subject matter of this Complaint in this jurisdiction.

25 10. This Court has personal jurisdiction over Defendant QED Pictures  
 26 because, on information and belief, QED Pictures maintains its principal place of  
 27 business in this jurisdiction, conducts and solicits business in this jurisdiction, and  
 28

1 commercially used the trade name and trademarks that are the subject matter of this  
 2 Complaint in this jurisdiction.

3       11. This Court has personal jurisdiction over Defendant QED International,  
 4 LLC because, on information and belief, Old QED maintains its principal place of  
 5 business in this jurisdiction, conducts and solicits business in this jurisdiction, and  
 6 commercially used the trade name and trademarks that are the subject matter of this  
 7 Complaint in this jurisdiction.

8       12. Venue is proper in this district under 28 U.S.C. § 1331(b) and (c)  
 9 because a substantial part of the events giving rise to the claims occurred in this  
 10 district.

11 **III. THE PARTIES**

12       13. QED is, and at all times relevant hereto has been, a limited liability  
 13 company organized and existing under the laws of Delaware. QED's principal place  
 14 of business is 11601 Wilshire Blvd., Suite 1900, Los Angeles, California 90025.  
 15 Among other things, QED finances and produces motion pictures under the  
 16 trademark "QED International" and using the QED trade name. A significant aspect  
 17 of QED's business is interacting with studios, banks, investors, and other third  
 18 parties with whom it has contracts and professional relationships and who have  
 19 come to know and trust QED's participation in the motion picture industry.

20       14. QED is informed and believes, and on that basis alleges, that Defendant  
 21 Block is an individual domiciled and doing business in the State of California,  
 22 including in this judicial district and elsewhere.

23       15. QED is informed and believes, and on that basis alleges, that Defendant  
 24 QED Pictures is a limited liability company organized and existing under the laws  
 25 of Delaware, which not until sometime in April 2015 (after this lawsuit was filed)  
 26 changed its name on Delaware corporate records from "QED Pictures, LLC" to  
 27 "Sebda Pictures, LLC." On information and belief, QED Pictures' principal place of  
 28 business is 9200 Sunset Boulevard, West Hollywood, California 90069.

1       16. QED is informed and believes, and on that basis alleges, that Defendant  
 2 Old QED is a limited liability company organized and existing under the laws of  
 3 Delaware, which not until sometime in April 2015 (after this lawsuit was filed)  
 4 changed its name on Delaware corporate records from “QED International, LLC” to  
 5 “Sebda International, LLC.” On information and belief, Old QED’s principal place  
 6 of business is 9200 Sunset Boulevard, West Hollywood, California 90069.

7 **IV. FACTUAL BACKGROUND**

8       **A. Media Content Capital Invested Significant Funds in QED and in**  
 9       **Block**

10      17. In or around 2002, Block and others formed Old QED. Old QED  
 11 produced or financed several motion pictures, including *W* (aka *Bush*) and  
 12 *District 9*. In May 2012, Block and his partners agreed to sell virtually all of the  
 13 assets of Old QED and its related entities to Media Content Capital (“MCC”) in  
 14 exchange for a payment of \$25 million and a 25% equity interest in the resulting  
 15 new company, QED Holdings, LLC (with MCC owning the other 75%). Among  
 16 other things, QED Holdings, LLC, the Plaintiff here, received all rights, title and  
 17 interest to all of Old QED’s motion pictures, including those produced, in progress,  
 18 or in development.

19      18. QED also received all rights and title to intellectual property, including  
 20 the trademarks, owned by Old QED and its related entities. As detailed in the  
 21 Contribution Agreement setting forth the terms of the transaction, this expressly  
 22 included the registered trademark “QED International” and associated goodwill,  
 23 including the associated trade name “QED,” which QED has continued to use in  
 24 commerce in the motion picture industry. Although Block’s former company, Old  
 25 QED, was granted a limited, revocable license to use the name “QED” in limited  
 26 contexts, that license did not permit such use in connection with any of QED’s  
 27 assets, including QED’s motion pictures. Moreover, and in any event, in accordance  
 28

1 with its rights under the Contribution Agreement, for all pertinent purposes here,  
 2 QED has since revoked and terminated that limited license.

3       19. Approximately \$22 million of the \$25 million purchase price was  
 4 invested into QED for the purpose of acquiring additional projects and funding  
 5 QED's overhead. The remainder of the purchase price—over \$3 million—was paid  
 6 to Block and his partners for the assets contributed by them to form QED, assets that  
 7 included Old QED. This transaction was reflected in a series of written agreements  
 8 among the parties, including the Contribution Agreement.

9           **B. Block Owed Contractual and Fiduciary Duties to QED**

10       20. Still further, as part of the sale, QED and Block also entered into an  
 11 employment agreement (the “Employment Agreement”) under which Block agreed  
 12 to continue as QED’s Chief Executive Officer.<sup>1</sup> In addition to his continuing equity  
 13 interest in the Company, among other things, Block received an annual salary of  
 14 \$650,000, along with the right to receive certain options or other equity  
 15 compensation. QED also provided Block with numerous employment-related  
 16 benefits, including a monthly allowance of \$2,000 for club memberships, Directors  
 17 and Officers insurance, participation in the Company’s 401(k) plan, and health  
 18 benefits for Block and his family. After the transaction closed, Block became a  
 19 member of the QED Board of Directors.

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20           21       <sup>1</sup> For context, the Employment Agreement specified, *inter alia*, that (1) Block  
 22 would serve as CEO for a term of 4 years; (2) Block was to perform his duties and  
 23 obligations as CEO “loyally and conscientiously;” (3) Block was to devote  
 24 substantially all of his business time and attention to the business of the Company  
 25 and would not “render commercial or professional services of any nature to any”  
 26 other person or entity without the Company’s written consent; and (4) Block would  
 27 convey to QED all rights to his “Employee Inventions,” e.g., any idea or concept  
 28 relating to QED’s film-related business, and would promptly disclose each such  
 Employee Invention to QED. As noted, QED is pursuing in arbitration separate  
 claims that arise under or relate to the Employment Agreement, including breaches  
 of various provisions of the Employment Agreement and breaches of Block’s  
 fiduciary duties arising from his positions as CEO and Director.

1        21. MCC invested in QED with the goal of growing QED, building the  
 2 QED brand, and sharing that success with Block, who, as noted, also retained a 25%  
 3 equity interest in QED. The agreements between the parties, including the  
 4 Contribution Agreement and Employment Agreement, reflected, therefore, QED's  
 5 and MCC's belief that Block would be an important component in their success and,  
 6 to that end, QED and MCC were investing significant amounts of money and  
 7 placing significant responsibility and trust in Block.

8        22. MCC has acted consistently and faithfully to grow QED. For example,  
 9 despite being entitled to cash distributions from QED, MCC deferred such  
 10 distributions and has instead reinvested that money into the Company. Further, two  
 11 principals of MCC sit on QED's Board and have taken an active management role,  
 12 including supporting QED development projects, participating in sales efforts,  
 13 agreeing to investments in scripts and talent, and actively participating in decisions  
 14 to "greenlight" additional motion pictures.

15        23. Notwithstanding MCC's and QED's best plans and intentions, by mid-  
 16 2014 it had become apparent that despite Block's representations, the fees being  
 17 generated from prior motion picture projects were insufficient to cover the huge  
 18 operating expenses for the structure Block had improvidently created and that the  
 19 millions invested by MCC to finance motion pictures were instead being used  
 20 disproportionately to cover overhead costs. Accordingly, at that time, Block and  
 21 QED entered into continuing discussions concerning potential ways to restructure  
 22 the Company and their relationship. However, no restructuring was ever agreed  
 23 upon or implemented and no changes were ever made to existing agreements.  
 24 Accordingly, at all relevant times, until no earlier than January 31, 2015, Block  
 25 remained QED's CEO and a member of QED's Board and remained subject to the  
 26 existing agreements (all of which provided they could only be amended in writing).

27

28

1           **C.     In Connection With the Sale of Assets and Goodwill to MCC, Block**  
 2           **and Old QED Agreed Not to Compete with QED**

3           24.    As part of the sale of virtually all of Old QED's assets, together with its  
 4       goodwill, Block and Old QED each agreed, as expressly set forth in the  
 5       Contribution Agreement, not to compete with QED for a period of no less than five  
 6       (5) years from the closing date of the sale: May 15, 2012 (the "Restrictive Term").  
 7       For example, they expressly agreed that, "during the Restrictive Term," they each  
 8       would "not, without the prior written consent of [QED] . . . directly or indirectly,  
 9       either alone or in association or in connection with or on behalf of any Person now  
 10      existing or hereafter created: (i) be or become engaged in, directly or indirectly, with  
 11      any Competitive Business," which is defined as "any entertainment or media  
 12      business that is competitive with [QED]." Contribution Agreement, §§ 6.3(a), 1.1.  
 13      Block and Old QED each further agreed not to invest in any Competitive Business  
 14      or use their names "or any part thereof" in connection with any Competitive  
 15      Business. *Id.*

16           **D.     Block Intentionally Infringed and Misappropriated QED's Trade**  
 17           **Name and Trademarks and Breached the Contribution Agreement**  
 18           **By Competing with QED**

19           25.    QED has now discovered that, while Block was serving as QED's  
 20      CEO, and while he and Old QED were (and continue to be) subject to the non-  
 21      competition provisions of the Contribution Agreement, he was actively and  
 22      surreptitiously working to steal QED's assets and leverage QED's opportunities for  
 23      his own personal profit and for the benefit of his competing entities. QED's  
 24      inquiries into the nature of Block's activities during the time he served as QED's  
 25      CEO are ongoing, and ascertaining the full extent of Block's malfeasance is difficult  
 26      for many reasons, including because Block controlled the Company and was able to  
 27      disguise his wrongdoing and because Block has withheld from QED certain  
 28

1 information he and others working with him used and generated while he served as  
 2 CEO. But, at least some of Block's misdeeds have come to light.

3       1. Block Infringed and Misappropriated QED's Trade Name and  
 4           Trademark and Breached the Contribution Agreement in  
 5           Forming and Operating in Commerce Defendant "QED Pictures,  
 6           LLC"

7       26. While Block served as CEO and a Director of QED, *i.e.*, after Block  
 8 had executed the Contribution Agreement (including on behalf of Old QED), QED  
 9 began developing the film *Birth of the Dragon*, a biopic about martial arts star Bruce  
 10 Lee. QED developed *Birth of the Dragon* from the beginning, incurring liabilities of  
 11 at least \$150,000 in connection with its development and paying for Block to travel  
 12 to China to secure interest and investments in the picture. Nonetheless, Block took  
 13 prohibited, unilateral action to take sole control of and profit from *Birth of the*  
 14 *Dragon*. Notably, QED never agreed to any arrangement that would permit Block to  
 15 take QED assets for his own personal gain and to QED's detriment.

16       27. Specifically, no later than August 4, 2014, Block formed the competing  
 17 entity QED Pictures, as to which Block, as an individual, and not QED, owns 100%  
 18 of the equity and is its sole member. Block created QED Pictures for his sole  
 19 personal benefit, without authorization from QED.

20       28. On or about August 5, 2014—one day after forming QED Pictures—  
 21 Block, on behalf of QED Pictures, executed an agreement between QED Pictures  
 22 and Chinese investors pursuant to which those investors agreed to provide \$10  
 23 million in financing for *Birth of the Dragon* (\$5 million in equity and \$5 million as a  
 24 minimum guarantee for distribution rights in China). The investors agreed to make a  
 25 \$1 million down payment shortly after executing the agreement. All of that money,  
 26 the \$10 million and the \$1 million down payment, was pledged to QED Pictures—  
 27 *i.e.*, to Block. Block guaranteed QED Pictures'—*i.e.*, his own company's—  
 28 performance of its obligations to the Chinese investors by mortgaging, and pledging

1 as collateral, his [non-existent] interest in the screenplay for and other rights to the  
 2 film *Birth of the Dragon*—assets that are currently owned by QED, not by Block or  
 3 by Block’s “QED Pictures” entity. Block thus fraudulently pledged as collateral  
 4 assets he does not own, thereby exposing QED to significant liability.

5       29. At least the \$1 million down payment was paid into an account  
 6 controlled by Block. Therefore, using the QED name, and again holding himself out  
 7 as QED, Block solicited and received capital for a competing production entity fully  
 8 owned by him for the purpose of producing a film that is rightfully, and actually,  
 9 owned by QED. Although the \$1 million down payment evidently was hastily  
 10 returned to the Chinese investors when Block’s misconduct was exposed, Block’s  
 11 use of the QED name in this manner caused actual confusion; representatives of the  
 12 Chinese investors have recently contacted QED to obtain the rights to *Birth of the*  
 13 *Dragon*, expressing surprise and confusion that they had not been dealing with QED  
 14 all the while.

15       30. Block’s use of the QED name in “QED Pictures” and further use of that  
 16 name in commerce in connection with at least the motion picture *Birth of the*  
 17 *Dragon* was unauthorized and unlawful.<sup>2</sup> For example, the Contribution Agreement  
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19       <sup>2</sup> Block has impermissibly used the QED name for his personal benefit—*i.e.*,  
 20 in competition with QED—in other business dealings as well. For example, in or  
 21 around June 2014, Block executed a nondisclosure agreement with a company  
 22 called “Family Time Media, LLC” on behalf of “BBJF, LLC.” “BBJF” is an  
 23 acronym for “Bill Block John Friedberg,” an entity evidently established—while  
 24 both were employed by QED—for the personal benefit of Block and another former  
 25 QED executive, Mr. John Friedberg. However, in that agreement, “BBJF, LLC” is  
 26 defined as “QED,” even though QED had no knowledge of or interest in Block’s  
 27 dealings with Family Time Media. The agreement states that the parties had been  
 28 exploring and wished to continue to explore “possible business relationships and  
 opportunities of mutual interest in connection with [a] proposed motion picture slate  
 financing transaction.” That is, while CEO and a Director of QED, and despite his  
 agreement in the Contribution Agreement not to engage in any competitive  
 entertainment business, Block was discussing a side deal, for his and  
 Mr. Friedberg’s benefit, involving film financing, which is a core aspect of QED’s

1 expressly grants to QED the right to use the QED name in commerce, and further  
 2 assigns to QED all intellectual property and associated goodwill held by Block's  
 3 former entity, Old QED. In addition, although Old QED was granted a limited,  
 4 revocable license to use the name "QED" in limited contexts, as noted above, that  
 5 limited license did not extend to using the QED name in conjunction with any rights  
 6 held by QED, *e.g.*, the right to exploit film opportunities such as *Birth of the Dragon*  
 7 originated at and developed by QED. Indeed, Old QED specifically promised in the  
 8 Contribution Agreement not to use its "name or any part thereof" in connection with  
 9 any competitive business, as did Block with his name.

10       31. Moreover, QED has consistently used the QED name in all of its  
 11 commercial activities, and that distinctive name symbolizes QED's reputation and  
 12 identifies QED's entertainment-related business.

13       32. QED is informed and believes, and on that basis alleges, that Block  
 14 intentionally used the QED name in at least his commercial dealings with the  
 15 Chinese investors in connection with *Birth of the Dragon*, and, in doing so,  
 16 intentionally held himself and his wholly owned competing company, QED  
 17 Pictures, out as QED. Accordingly, QED is further informed and believes, and on  
 18 that basis alleges, that those investors, and persons and entities acting in concert  
 19 with them, as well as other relevant members of the public (such as other third  
 20 parties and other members of the entertainment industry) have been and will  
 21 continue to be confused, deceived, or misled as to the origin and affiliation of QED  
 22  
 23

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24 business. QED is informed and believes, and on that basis alleges, that Block  
 25 intentionally used QED's name in doing so in order to benefit from QED's  
 26 reputation and goodwill and to cause confusion as to the origin and affiliation of  
 27 "BBJF" for personal gain. The use of QED International's name, as well as Block's  
 28 use of his name in the "BBJF" entity was, moreover, a clear violation of each  
 party's covenant in the Contribution Agreement not to use its or his "name or any  
 part thereof" in connection with any competitive business.

1 Pictures and that, as a result of such confusion, QED has suffered and will continue  
 2 to suffer irreparable harm.

3       33.     QED is further informed and believes, and on that basis alleges, that  
 4 Block established and operated QED Pictures in order to finance, produce, and or  
 5 distribute motion pictures, conduct that is expressly prohibited by the Contribution  
 6 Agreement.

7       2.     Block Infringed QED's Trade Name and Trademarks and  
 8               Breached the Contribution Agreement in Connection with  
 9               Misappropriating the QED Motion Picture *Dirty Grandpa*

10      34.    In or around 2013, QED began developing the motion picture currently  
 11 known as *Dirty Grandpa*. Based on a screenplay written by John Phillips and  
 12 originally owned by Universal Pictures, to which QED had negotiated an option in  
 13 2013, *Dirty Grandpa* had the potential to be a significant asset for the Company.  
 14 The option to *Dirty Grandpa* was acquired by QED Writing, LLC, which is wholly  
 15 owned by QED. Therefore, the option rights to *Dirty Grandpa* were unequivocally  
 16 owned by QED. In mid-2013 the QED Board reached the intermediate decision that,  
 17 as presented, the exposure to QED from *Dirty Grandpa* was too high to approve  
 18 without further refinements to the project. Thus, although QED did not greenlight  
 19 the project at that time, QED viewed the project positively and the QED Board  
 20 encouraged Block and his team to continue to work on the project to improve it  
 21 creatively and to make the project more attractive to QED from a financial  
 22 perspective. At no point did QED forfeit or relinquish its rights to *Dirty Grandpa* or  
 23 indicate to any person or entity that it desired to do so. Rather, the Board understood  
 24 and expected that Block would continue to develop the project, a QED asset, on  
 25 behalf of QED.

26      35.    Block continued to work on this motion picture project and, in fact,  
 27 exercised the option held by QED Writing to acquire the screenplay, thereby placing  
 28 the rights to the screenplay in QED Writing, which, as noted, is a QED-owned

entity. This was appropriate, as the screenplay was brought to QED's attention while Block was QED's CEO, and the project was in development at QED.

3       36. However, unbeknownst to the Company and in violation of his  
4 contractual and fiduciary duties to the Company, Block was actively working to  
5 wrest ownership and control of *Dirty Grandpa* from QED and into entities that he  
6 solely owned and controlled. Again, QED never agreed to any arrangement that  
7 would permit Block to take QED assets for his own personal gain and to QED's  
8 detriment. QED is pursuing the return of all rights to *Dirty Grandpa*, and the return  
9 of any other misappropriated QED assets, in the JAMS arbitration.

10       37. Nor did QED agree that Block or Old QED could compete with QED in  
11 the motion picture industry, particularly with respect to QED assets such as *Dirty*  
12 *Grandpa*. However, in or about September 2014, again despite specifically agreeing  
13 not to engage in any competitive business or use his name in connection with any  
14 competing business, Block formed an entity entitled “Block Entertainment, LLC”  
15 (“Block Entertainment”), which (according to Delaware official corporate records)  
16 is 100% controlled by Block and of which Block is the sole member. In addition, in  
17 or about September 2014, once again despite specifically agreeing not to engage in  
18 any competitive business, Block formed another entity entitled “DG Licensing,  
19 LLC” (“DG Licensing”),<sup>3</sup> in which Block Entertainment (*i.e.*, Block’s 100%-owned  
20 LLC) is the 100% owner and the sole member. Also, in or around September 2014,  
21 Block had formed Grandpa Productions, LLC (“Grandpa Productions”), yet another  
22 limited liability company 100% owned by Block Entertainment, which is its sole  
23 member and manager.<sup>4</sup>

<sup>3</sup> It takes no great insight to infer that the “DG” in DG Licensing refers to the film *Dirty Grandpa*.

<sup>4</sup> Although it is not unusual for various Special Purpose Entities (“SPE”) companies to be formed to control licensing or production of motion pictures, what is extraordinary here is that the SPEs are not owned and controlled by the company, QED, with the ownership interest in the picture, but by Block (who is

1       38. QED is informed and believes, and on that basis alleges, that DG  
 2 Licensing was formed by Block to hold rights associated with the *Dirty Grandpa*  
 3 picture and to enter into lucrative distribution and sales agreements relating to the  
 4 picture pursuant to which third parties paid money to DG Licensing (instead of to  
 5 QED). QED is also informed and believes, and on that basis alleges, that Block  
 6 intends Grandpa Productions to be the production entity for the motion picture,  
 7 *Dirty Grandpa*, and in furtherance of this plan, Grandpa Productions has entered  
 8 into certain agreements in further violation of QED's rights, as explained below.

9       39. Next, Block, purporting to exercise his authority as QED's CEO,  
 10 caused QED Writing (as noted, an LLC owned 100% by QED) to assign the *Dirty*  
 11 *Grandpa* screenplay rights to DG Licensing (Block's 100%-owned LLC).  
 12 Specifically, on November 3, 2014—while purporting to exercise his authority as  
 13 CEO of QED and a member of QED's Board—Block executed, *for both parties*, an  
 14 agreement assigning “all of QED's rights in and to” *Dirty Grandpa* from QED  
 15 Writing, LLC (a QED company) to DG Licensing (a Block company). Specifically,  
 16 without notice to or approval from the QED Board, *and in exchange for only one*  
 17 *dollar (\$1),<sup>5</sup>* Block executed the following assignment of rights to DG Licensing,  
 18 *i.e.*, to himself:

19           QED hereby irrevocably and perpetually transfers and assigns to [DG  
 20 Licensing], its successors, assigns, and licensees, in perpetuity and  
 21 throughout the universe, all of QED's present and future right, title  
 22 and interest in and to [*Dirty Grandpa*] . . . and to exploit the same in

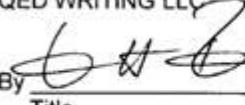
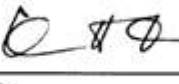
---

22 misappropriating ownership and control of the picture through these personally  
 23 owned and controlled companies that compete with QED).

24       <sup>5</sup> Nominal consideration may be appropriate if an assignment of rights is  
 25 made within the same corporate entity, such as from one wholly-owned company to  
 26 another. Such arrangements, and the use of one dollar as nominal consideration, are  
 27 standard in the industry. However, that is not the situation here, where the rights  
 28 were sold to an unrelated party. Block transferred *Dirty Grandpa* from a QED entity  
 to a Block-owned entity without authorization, thereby stealing the asset and leaving  
 a mere dollar behind.

any manner and in all media now or hereafter created. To the maximum extent allowed, QED hereby expressly waives, in perpetuity, without limitation, any and all rights in law, equity or otherwise, which QED may have or claim to have with respect to [Dirty Grandpa] under any law relating to the 'moral rights' or any similar law throughout the universe . . . .

40. As noted, Block executed this assignment on behalf of both QED Writing, LLC and DG Licensing:

QED WRITING LLC  By _____ Title _____	DG LICENSING LLC  By _____ Title _____
---------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

41. And Block exploited those self-assigned rights to *Dirty Grandpa* for his own extra-contractual benefit and in violation of his obligation not to compete with QED in the media and entertainment business. For example, Block negotiated a domestic distribution agreement with Lions Gate Films, pursuant to which DG Licensing sold distribution rights to *Dirty Grandpa* in exchange for a promise to pay DG Licensing the proceeds resulting from distribution of the picture in the United States. Block likewise negotiated at least 28 foreign distribution agreements in which, to the best of QED's understanding, DG Licensing again sold distribution rights to *Dirty Grandpa* in exchange for payments or the promise to remit payments to DG Licensing (and not to any QED entity). QED is informed and believes, and on that basis alleges, that Block negotiated each of these distribution agreements (i) while holding himself out as working on behalf of QED, including by using a QED email address, QED's business address, (ii) by attending film markets using the QED name (for example, attached hereto as Attachment A is the announcement used by Block using QED's name and trademarks to sell international film distribution rights to motion pictures, including *Dirty Grandpa*, at the recent Berlin Film Festival) and expensing his activities to QED, and (iii) by using QED employees and assets to effect the diversion of proceeds from *Dirty Grandpa* to his

1 own competing entity, DG Licensing. Moreover, on information and belief, again  
 2 holding himself out as QED, Block negotiated agreements to ensure that *he* received  
 3 producer fees and a portion of sales agent fees that would otherwise have gone to  
 4 QED. Accordingly, QED, which rightfully owns the *Dirty Grandpa* property, is  
 5 contractually entitled to receive nothing from the exploitation of the picture. Rather,  
 6 all of the proceeds are directed towards entities owned 100% by Block, which he  
 7 specifically established to compete with QED.

8       42.     QED is informed and believes, and on that basis alleges, that through  
 9 Grandpa Productions, the production LLC mentioned above, Block has retained  
 10 actors, including Robert DeNiro and Zac Efron, retained a director, and begun  
 11 filming *Dirty Grandpa*—using QED’s names and marks—all without any input,  
 12 control, approval, or direction from QED. And, as noted, proceeds from the eventual  
 13 distribution of the motion picture are contractually committed to Block through DG  
 14 Licensing, not to QED.

15       43.     Nonetheless, Block has committed *QED* to guarantee compensation  
 16 and residuals to various guilds, such as the Directors Guild of America, in  
 17 conjunction with *Dirty Grandpa*. Block violated QED’s rights in its trade name and  
 18 in its “QED International” trademark in the process.

19       44.     For example, through its wholly owned company QED Film  
 20 Productions, LLC, QED is a signatory to a 2012 umbrella agreement with the  
 21 Directors Guild of America (“DGA”). Under that agreement, QED agreed to  
 22 “assume any obligation” that Old QED—Block’s former company whose assets  
 23 were rolled into QED as part of the May 2012 transaction—“has or may have to the  
 24 DGA.” On or around January 5, 2015, impermissibly acting for his competing  
 25 companies (which he owns) and not for QED, Block executed or had executed on  
 26 his behalf, for his entities DG Licensing and Grandpa Productions, a security  
 27 agreement with the DGA for the picture *Dirty Grandpa*. In that agreement, Block  
 28

1 pledged as collateral certain assets related to *Dirty Grandpa* to secure compensation  
 2 owed, or to be owed, to the DGA in connection with that motion picture.

3       45. Furthermore, also on or around January 5, 2015, Block executed or had  
 4 executed on his behalf a “Guaranty Agreement” between “QED International, LLC”  
 5 and the DGA “in order to guarantee the performance” of Grandpa Productions’  
 6 obligations to the DGA in connection with *Dirty Grandpa*. Using QED’s then-  
 7 business address and, on information and belief, holding himself out as QED, Block  
 8 executed or had executed the Guaranty Agreement on behalf of Old QED.  
 9 Therefore, using QED’s trade name and the “QED International” trademark—which  
 10 was assigned to QED in the Contribution Agreement—and without authorization  
 11 from QED, Block guaranteed all obligations owed by his 100%-owned, competing  
 12 entity, Grandpa Productions, to the DGA.<sup>6</sup>

13       46. Still further, in or around November 20, 2014, Block executed or had  
 14 executed on his behalf a “Project Agreement,” for QED Film Productions, LLC (a  
 15 QED entity) and Grandpa Productions (a Block entity), in which it was “confirmed”  
 16 that *Dirty Grandpa* was subject to umbrella agreements between QED Film  
 17 Productions, LLC and IATSE.<sup>7</sup> As such, holding himself out as QED, Block used  
 18 the QED trade name to advance his personal, competitive endeavors, without  
 19 approval from QED.

---

20

21       <sup>6</sup> QED notes, on information and belief, that QED Pictures and Old QED  
 22 apparently have attempted to dodge liability by changing their names on Delaware  
 23 corporate records. Similarly, Block, through counsel, has asserted that his entities  
 24 “are not doing any business under[] any iteration of QED.” These face-saving  
 25 moves, however, do not invalidate existing agreements, like the Guaranty  
 26 Agreement, which deceptively named “QED International, LLC” as a party. Nor do  
 27 they evaporate promotional materials that have already been distributed, like the  
 28 email in Attachment A that confusingly associates QED with projects that Block has  
 purported to wrest away into the control of his competing entities.

7 IATSE is the International Alliance of Theatrical Stage Employees, Moving  
 Picture Technicians, Artists and Allied Crafts.

1       47. Other examples of Block's inappropriate uses of the QED name and the  
 2 QED International mark in competition with QED include the placement of the  
 3 QED name on the title page of a January 13, 2015 draft of the *Dirty Grandpa* script  
 4 and the prominent placement of the QED International name on both a February 18,  
 5 2015 Crew List and a January 27, 2015 Vendor List for the *Dirty Grandpa* project,  
 6 thus confusingly signaling to third parties that QED has been involved in recent  
 7 development efforts for the film. Moreover, in applying for a tax credit from the  
 8 state of Georgia, where filming for *Dirty Grandpa* occurred, Block misrepresented  
 9 that Grandpa Productions was a subsidiary of "QED International," thereby again  
 10 holding himself out as QED to confuse third parties and obtain benefits for the  
 11 benefit of himself and his 100%-owned entities. Similarly, the QED International  
 12 name and mark have appeared on marketing materials, such as "one sheets,"  
 13 promoting the film. As QED continues to investigate, additional examples will no  
 14 doubt come to light.

15      48. Accordingly, QED is informed and believes, and on that basis alleges,  
 16 that the DGA, IATSE, and persons and entities acting in concert with them, as well  
 17 as other relevant members of the public (such as other third parties and other  
 18 members of the entertainment industry who, for example, may have received copies  
 19 of the *Dirty Grandpa* script crediting QED) have been and will continue to be  
 20 confused, deceived, or misled as to the origin and affiliation of Old QED, Grandpa  
 21 Productions, and DG Licensing and that, as a result of such confusion, QED has  
 22 suffered and will continue to suffer irreparable harm.

23      49. Undoubtedly, there are additional motion picture projects that belong to  
 24 QED and other instances, as yet unknown to QED, of Block's breaches of the non-  
 25 competition provisions of the Contribution Agreement and infringement of and/or  
 26 misappropriation of QED's intellectual property for the benefit of his own  
 27 competing entities. QED reserves the right to include this malfeasance within the  
 28 scope of this action when such other instances are discovered.

1           **E. Block and Old QED Breached the Contribution Agreement By**  
 2           **Failing to Contribute Pledged Assets**

3       50. Pursuant to the Contribution Agreement, Old QED expressly  
 4 “contribute[d], assign[ed], grant[ed], transfer[red], and convey[ed]” to QED “all of  
 5 its right, title and interest” to certain Contributed Assets. Contribution Agreement  
 6 § 2.1. Among many other things, Contributed Assets were defined to include “all  
 7 cash, cash equivalents, securities, [and] money on deposit with banks . . . .” *Id.*  
 8 § 2.4(g). Despite this clear covenant, Old QED never assigned, conveyed, or  
 9 transferred its interest in at least one bank account it maintained at Comerica Bank.  
 10 Although other accounts and other sums may come to light, QED is informed and  
 11 believes, and on that basis alleges, that Block and Old QED failed to assign, convey,  
 12 or transfer approximately \$128,000 held in that Comerica Bank account to QED.  
 13 Moreover, QED is informed and believes, and on that basis alleges, that Block has  
 14 at all times known about this account and has recently liquidated the account for his  
 15 and/or Old QED’s benefit. QED expects that it may learn of additional cash and/or  
 16 similar assets that Block and/or Old QED failed to transfer to QED in violation of  
 17 Sections 2.1 and 2.4(g) of the Contribution Agreement. QED reserves the right to  
 18 include this malfeasance within the scope of this action when such other instances  
 19 are discovered.

20       51. Further, “Contributed Assets” also included certain Accounts  
 21 Receivable, including those specifically listed in Section 3.4(b) of certain  
 22 disclosures Old QED delivered with and represented as accurate in the Contribution  
 23 Agreement. One such receivable was “AC sales commissions (after delivery)” in the  
 24 amount of \$1,491,072, which referred to sales commissions owed to Old QED in  
 25 connection with the film *Alex Cross* (*i.e.*, “AC”).

26       52. Reflecting the importance of these promised receivables, the  
 27 Contribution Agreement contains representations and warranties regarding their  
 28 accuracy and validity. For example, Old QED and Block represented and warranted

1 that, *inter alia*, the *Alex Cross* receivable of \$1.49 million was a “legal, valid and  
2 binding obligation[]” and was “not subject to any set-off or counterclaim relating to  
3 the period prior to Closing . . . .” Contribution Agreement § 3.4(b). QED believed  
4 and understood these representations and warranties to be true at the time made and  
5 relied on them in entering into the Contribution Agreement.

6       53.     QED never received the promised \$1.49 million *Alex Cross* receivable.  
7 QED is informed and believes, and on that basis alleges, that Old QED and Block  
8 never collected the receivable, but instead used it to offset, at least in part, a  
9 \$2 million liability Old QED owed to Lions Gate Films.

10       54.     Based on the foregoing, QED alleges at least the following causes of  
11 action against Defendants:

## FIRST CAUSE OF ACTION

## **INFRINGEMENT OF THE QED TRADE NAME AND QED TRADEMARK**

## **(Lanham Act § 1125(a)(1)(A))**

## (Against all Defendants)

16        55. QED realleges and incorporates paragraphs 1–54 set forth above as if  
17 set forth in full herein.

18        56. The QED trade name and trademark are distinctive and, by virtue of  
19 QED's widespread use of that name and mark in commerce in the motion picture  
20 industry, have acquired distinctiveness as an exclusive indicator of the reputation  
21 and business of QED.

22        57. Defendants' use of the QED trade name and trademark in connection  
23 with their own actions in the motion picture industry, including in connection with  
24 Block's wholly-owned companies "QED Pictures" and "QED International" has  
25 been and continues to be explicitly misleading and not authorized by QED.  
26 Defendants' use of that name and mark is expressly misleading and likely to cause  
27 confusion, mistake, or deception and constitutes trademark infringement in violation  
28 of Section 43 of the Lanham Act. 15 U.S.C. §1125(a)(1)(A).

58. Defendants' acts alleged herein were willful and deliberate and have  
2 harmed QED in an amount to be determined at trial, and such damage will increase  
3 unless Defendants are enjoined from their wrongful actions. Because Defendants  
4 acted willfully and deliberately, this is an exceptional case.

5 59. Defendants' infringing use of the QED name and trademark is causing  
immediate and irreparable injury to QED and to its goodwill and reputation and will  
7 continue to damage QED and confuse the public unless enjoined by this Court. QED  
3 has no adequate alternative remedy at law to an injunction.

## **SECOND CAUSE OF ACTION**

## UNFAIR COMPETITION

**(Lanham Act § 1125(a)(1)(A))**

## (Against all Defendants)

13        60.     QED realleges and incorporates paragraphs 1–59 set forth above as if  
14 set forth in full herein.

15        61. Defendants' use of the QED name and QED trademark in commerce is  
16 without authority or license from QED. The conscious use of the QED name and  
17 trademark, combined with the express or implied representation that the Defendant  
18 companies, including QED Pictures, originated with, are associated or affiliated  
19 with, or are endorsed or approved by QED, together with Defendants' use of the  
20 QED name and trademark to misappropriate QED assets and encumber QED with  
21 liabilities, constitute unfair competition in violation of the Lanham Act. 15 U.S.C. §  
22 1125(a)(1)(A).

23       62. Consumers are likely to be misled and deceived into believing, based  
24 on Defendants' representations and conduct, that Defendants are associated or  
25 affiliated with QED when no such association or affiliation exists.

26       63. Consumers are also likely to be misled and deceived into believing,  
27 based on Defendants' representations and conduct, that QED has guaranteed  
28 liabilities incurred by Defendants.

64. QED is informed and believes, and on that basis alleges, that Defendants' selection, incorporation, and use of the QED name and QED trademark were made with full knowledge of the prior and extensive use by QED of that name and mark and were done with an intent to deceive the consuming public.

65. Defendants' acts alleged herein were willful and deliberate and have harmed QED in an amount to be determined at trial, and such damage will increase unless Defendants are enjoined from their wrongful actions. Because Defendants acted willfully and deliberately, this is an exceptional case.

9       66. Defendants' infringing use of the QED name and trademark is causing  
10 immediate and irreparable injury to QED and to its goodwill and reputation and will  
11 continue to damage QED and to confuse the public unless enjoined by this Court.  
12 QED has no adequate alternative remedy at law to an injunction.

## THIRD CAUSE OF ACTION

## **INFRINGEMENT OF THE REGISTERED “QED INTERNATIONAL”**

## TRADEMARK

**(Lanham Act § 1114(1)(a))**

### **(Against Defendants Block and Old QED)**

18       67. QED realleges and incorporates paragraphs 1–66 set forth above as if  
19 set forth in full herein.

20        68. QED owns the registered trademark in the name “QED International”  
21 and uses that mark in commerce. That mark is also distinctive and, by virtue of  
22 QED’s widespread use of that mark in commerce in the motion picture industry, has  
23 acquired distinctiveness as an exclusive indicator of the origin of products and  
24 services of QED.

25        69. Defendants' use of the "QED International" trademark is explicitly  
26 misleading and not authorized by QED, and its use is likely to cause confusion,  
27 mistake, or deception and constitutes trademark infringement in violation of Section  
28 32 of the Lanham Act. 15 U.S.C. §1114(1)(a).

70. Defendants' use of the "QED International" trademark was done with full knowledge that QED owns that registered mark, with full knowledge of the prior and extensive use by QED of that name and mark, and was done with a conscious intent to expressly mislead and confuse the relevant public.

71. Defendants' acts alleged herein were willful and deliberate and have harmed QED in an amount to be determined at trial, and such damage will increase unless Defendants are enjoined from their wrongful actions. Because Defendants acted willfully and deliberately, this is an exceptional case.

72. Defendants' infringing use of the registered QED trademark is causing immediate and irreparable injury to QED and to its goodwill and reputation and will continue to damage QED and confuse the public unless enjoined by this Court. QED has no adequate alternative remedy at law to an injunction.

## **FOURTH CAUSE OF ACTION**

## **BREACH OF CONTRACT**

## **(Contribution Agreement)**

**(Against Defendants Block and Old QED)**

73. QED realleges and incorporates paragraphs 1 through 72 set forth above as if set forth in full herein.

74. On or about May 15, 2012, QED, Block, and Old QED, among others, entered into the Contribution Agreement for good and valuable consideration. The Contribution Agreement is a valid and binding agreement.

75. QED has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the Contribution Agreement, except those, if any, excused by Defendants' material breaches.

76. Block and Old QED have breached the Contribution Agreement by, *inter alia*, engaging in and with competitive entertainment and media businesses, including without limitation by acquiring, marketing, and producing motion pictures

1 through non-QED entities, as well as by failing to contribute pledged assets,  
2 including without limitation money on deposit with Comerica Bank and the *Alex*  
3 *Cross* receivable of \$1,491,072.

4       77. As a direct and proximate result of Block's and Old QED's breaches of  
5 the Contribution Agreement, QED has been damaged in an amount to be proven at  
6 trial.

7       78. Further, as a direct and proximate result of Block's and Old QED's  
8 breaches of the Contribution Agreement, QED has suffered and will continue to  
9 suffer irreparable harm unless enjoined.

## **FIFTH CAUSE OF ACTION**

**BREACH OF THE IMPLIED COVENANT  
OF GOOD FAITH AND FAIR DEALING  
(Against Defendants Block and Old QED)**

14        79.     QED realleges and incorporates paragraphs 1 through 78 set forth  
15 above as if set forth in full herein.

16       80. As parties to the Contribution Agreement, Block and Old QED were  
17 and are bound by the covenant of good faith and fair dealing.

18        81. Including by, as set forth above, failing to collect the *Alex Cross*  
19 receivable pledged to QED in the Contribution Agreement and instead using it to  
20 offset, at least in part, a liability that Old QED owed to Lions Gate Films, Block and  
21 Old QED have breached the covenant of good faith and fair dealing by acting to  
22 deprive QED of the benefits of the parties' agreement.

23 82. As a direct and proximate result of Block's and Old QED's breaches,  
24 QED has been damaged in an amount to be determined at trial.

## **SIXTH CAUSE OF ACTION CONVERSION**

(Against Defendants Block and Old QED)

28 ||| 83. QED realleges and incorporates paragraphs 1 through 82 set forth

above as if set forth in full herein.

84. Block and Old QED have been and continue to be in possession and custody of QED's property, including approximately \$128,000 previously on deposit with Comerica Bank.

85. Notwithstanding QED's entitlement to possession and control of such property, Block and Old QED continue to knowingly and intentionally withhold such property from QED.

86. As a direct and proximate result of Block's and Old QED's unlawful denial of such property to QED, QED has been and will continue to be damaged in an amount to be determined at trial, but in no event less than \$128,000.

87. QED is informed and believes, and on that basis alleges, that while engaging in the conduct described above, Block and Old QED acted with malice, fraud, and oppression, and in disregard for QED's rights. Accordingly, QED is entitled to an award of punitive damages, in an amount to be determined at trial, sufficient to make an example of Block and Old QED.

## **SEVENTH CAUSE OF ACTION**

## **VIOLATION OF CAL. BUS. & PROF. CODE § 17200 ET SEQ.**

## **(Against all Defendants)**

88. QED realleges and incorporates paragraphs 1 through 87 set forth above as if set forth in full herein.

89. Defendants have engaged and will continue to engage in unlawful acts in violation of California Business and Professions Code Sections 17200 et seq., including without limitation their violations of the Lanham Act in unlawfully competing against QED and their conversion of QED's property. Defendants have profited at QED's expense through these unlawful acts.

90. As a direct and proximate result of Defendants' unlawful acts, QED has suffered and will continue to suffer irreparable harm unless enjoined.

## **PRAAYER FOR RELIEF**

WHEREFORE, QED prays for judgment against Defendants as follows:

1. On the First, Second, Third, and Seventh Causes of Action: That preliminary and permanent injunctive relief issue restraining Defendants, together with entities owned and/or controlled by Defendants, as well as their officers, agents, servants, employees, representatives, successors and assigns, attorneys, and all those in active concert or participation with them from:

a. Using the QED name and QED trademarks, including “QED International,” in commerce, including in connection with Block’s company QED Pictures, LLC and in connection with QED-owned films such as *Birth of the Dragon* and *Dirty Grandpa*;

b. Using the QED name and QED trademarks in connection with any other company unaffiliated with QED and in competition therewith; or

c. Infringing the QED trademarks, unfairly competing with QED, or otherwise injuring QED's business reputation in any manner;

2. On the First, Second, Third, and Seventh Causes of Action: For an order mandating that Defendants shall destroy any promotional materials that use the QED trademarks, except for those promotional materials related to films which rightfully belong to QED;

3. On the First, Second, and Third Causes of Action: An award of Defendants' profits gained as a result of the violations set forth above, together with QED's damages in an amount according to proof and pursuant to 15 U.S.C. § 1117(a);

4. On the First, Second, and Third Causes of Action: An award of treble damages pursuant to 15 U.S.C. § 1117(a);

5. On the Fourth Cause of Action: That preliminary and permanent injunctive relief issue restraining Defendants, together with entities owned and/or controlled by Defendants, as well as their officers, agents, servants, employees,

1 representatives, successors and assigns, attorneys, and all those in active concert or  
2 participation with them from violating the terms of the Contribution Agreement's  
3 non-competition provision;

4       6. On the Fourth, Fifth, and Sixth Causes of Action: That Defendants  
5 shall pay QED actual damages in an amount according to proof;

6       7. On the Sixth Cause of Action: For punitive damages to the extent  
7 permitted by law;

8       8. On the Seventh Cause of Action: For restitution and/or disgorgement of  
9 all benefits that Defendants unlawfully obtained as a result of their unlawful  
10 business practices;

11      9. On All Causes of Action: That, as provided in the Contribution  
12 Agreement and pursuant to 15 U.S.C. § 1117(a), QED be awarded its reasonable  
13 attorneys' fees;

14      10. On All Causes of Action: That, as provided in the Contribution  
15 Agreement and pursuant to 15 U.S.C. § 1117(a), QED be awarded its costs and  
16 expenses in bringing this action;

17      11. On All Causes of Action: That QED be awarded all such other and  
18 further relief as the Court deems just and proper.

19  
20      Dated May 14, 2015

IRELL & MANELLA LLP

21  
22      By: /s/ Steven A. Marenberg  
23           Steven A. Marenberg  
24           Attorneys for Plaintiff  
25           QED HOLDINGS, LLC  
26  
27  
28

# ATTACHMENT A

**From:** Paul Jun <pjun@qedintl.com>  
**Sent:** Sunday, February 1, 2015 8:19 PM  
**To:** Jeff.Deutchman@ouralchemy.com; Annie.Cosgrove@ouralchemy.com  
**Cc:** John Friedberg <jfriedberg@qedintl.com>  
**Subject:** QED International / EFM 2015 Lineup  
**Attach:** oledata.mso

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# QED

INTERNATIONAL



We are pleased to announce the QED International lineup for EFM 2015.

For more information, please visit our website at [www.qedintl.com](http://www.qedintl.com)

Should you want to schedule a sales meeting please contact Holly Hartz at  
[hhartz@qedintl.com](mailto:hhartz@qedintl.com)

We look forward to meeting with you at Berlin.

## EFM Office

Ritz Carlton  
Suite 750  
Potsdamer Platz 3, 10785 Berlin, Germany  
[+1 \(213\) 300-0517](tel:+12133000517)

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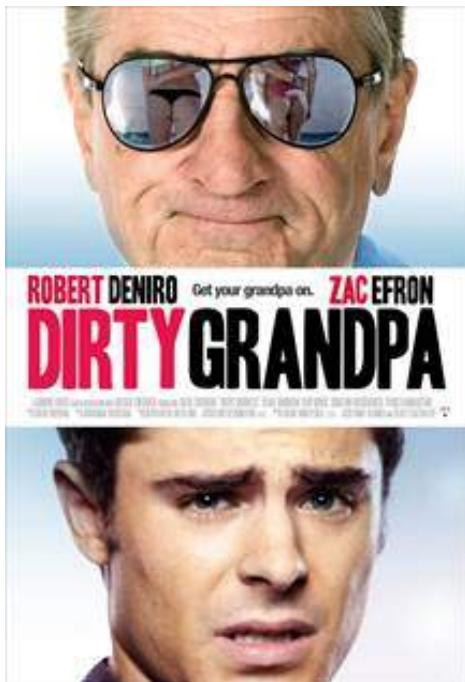
## DIRTY GRANDPA

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**Directed By:** Dan Mazer

**Written By:** John M. Phillips

**Starring:** Robert De Niro, Zac Efron,



**Zoe Deutch, Aubrey Plaza, Julianne Hough, Dermot Mulroney, Adam Pally and Jason Mantzoukas**

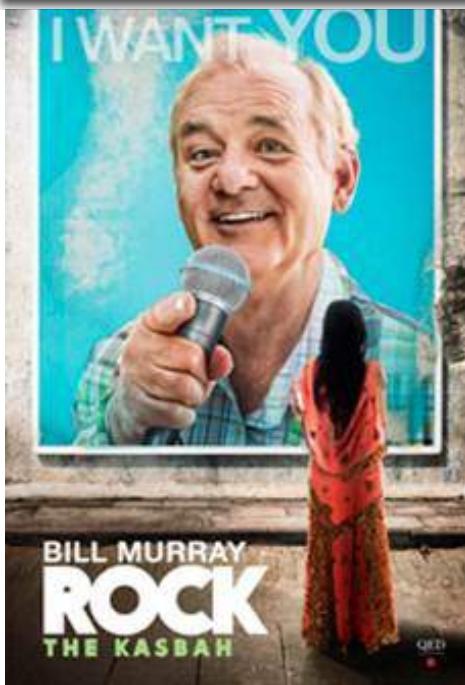
**Produced By:** Bill Block, Jason Barrett, Barry Josephson, Michael Simkin

**Status:** In Production

**US Distribution:** Lions Gate

**US Release Date:** August 12, 2016

**Logline:** An uptight twenty-something embarks on a road trip before his wedding to bond with his recently widowed grandfather only to find that his grandpa is a foul-mouthed lunatic on a mission to get laid during Spring Break.



## ROCK THE KASBAH

**Directed By:** Barry Levinson

**Written By:** Mitch Glazer

**Starring:** Bill Murray, Bruce Willis, Kate Hudson, Danny McBride, Zooey Deschanel, and Scott Caan

**Produced By:** Bill Block, Jacob Pechenik, Steve Bing

**Status:** In Post-Production

**US Distribution:** Open Road

**US Release Date:** November 13, 2015

**Logline:** A down-on-his-luck music manager discovers a teenage girl with an extraordinary voice while on a music tour in Afghanistan and takes her to Kabul to compete on the popular television show, Afghan Star.



## RULE OF TWO (fka TERM LIFE)

**Directed By:** Peter Billingsley

**Written By:** Andy Liberman

**Starring:** Vince Vaughn, Jon Favreau, Hailee Steinfeld, Bill Paxton, and Terrance Howard

**Produced By:** Vince Vaughn, Victoria Vaughn, and Micah Mason

**Status:** In Post-Production

**US Distribution:** Universal Pictures

**US Release Date:** Q4 2015

**Logline:** A man being hunted by the mob must stay alive for three weeks after taking out a life insurance policy in order to help his estranged daughter.

## FRANNY

**Written and Directed By:** Andrew Renzi

**Starring:** Richard Gere, Dakota Fanning, Theo James

**Produced By:** Kevin Turen, Jay Schuminsky, Tom Fore, and Jason Berman

**Status:** Completed

**Logline:** A hedonistic philanthropist ingratiates himself into the lives of a newlywed couple in order to recreate the life he once had.



## THE FAMILY FANG

**Directed By:** Jason Bateman

**Written By:** David Lindsay-Abaire

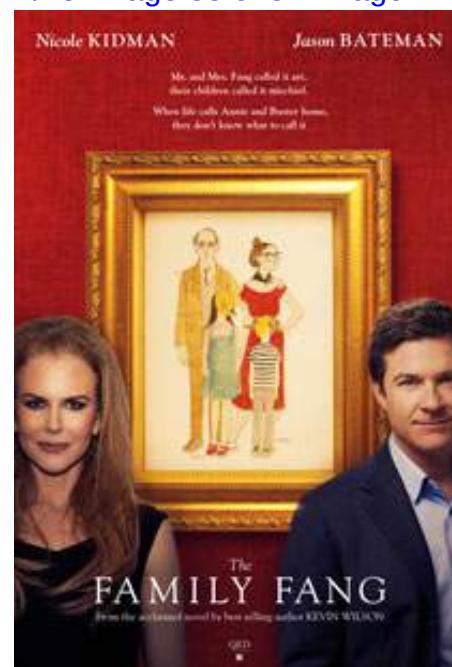
**Starring:** Nicole Kidman, Jason

Bateman, Christopher Walken, Marin Ireland, and Josh Pais

**Produced By:** Jason Bateman, Nicole Kidman, Daniela Taplin Lundberg, and Riva Marker

**Status:** In Post-Production

**Logline:** Raised in the spotlight by their famously unconventional parents, two adult siblings return home and uncover the mystery about their family.



## MAGIC CITY

**Written and Directed By:** Mitch Glazer

**Starring:** Jeffrey Dean Morgan, Olga Kurylenko, Bruce Willis, and Bill Murray

**Produced By:** Steve Bing, Mitch Glazer, Len Blavatnik, Brett Ratner, Gerry Schwartz, and Alan Helene

**Status:** In Pre-Production

**Logline:** In 1962 Miami, a hotel owner with political influence and money gets embroiled with two powerful mobsters in a plot to kill Fidel Castro.

## TIME OUT OF MIND

**Written and Directed By:** Oren Moverman

**Starring:** Richard Gere, Jena Malone, and Ben Vereen

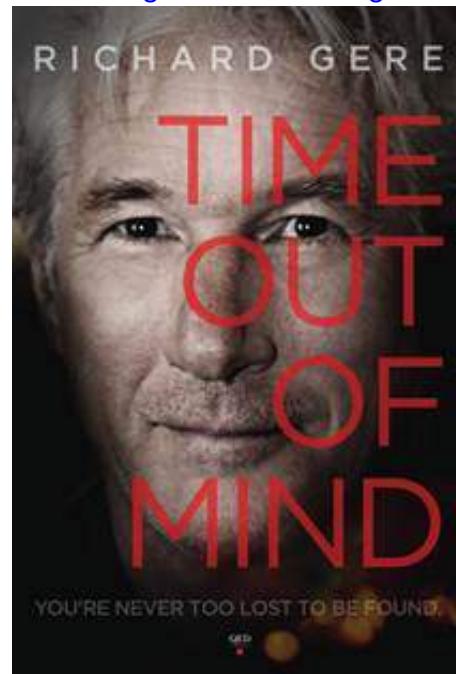
**Produced By:** Richard Gere, Caroline Kaplan, Lawrence Inglee

**Status:** Completed

**US Distribution:** IFC Films

**US Release Date:** August 14, 2015

**Logline:** A New York man enters a shelter when he runs out of housing options while struggling to fix a troubled relationship with his daughter.



## HAUNT

**Directed By:** Mac Carter

**Written By:** Andrew Barrer

**Starring:** Harrison Gilbertson, Liana Liberato, Jacki Weaver, Lone Sky, Brian Wimmer, Danielle Chuchran, and Ella Harris

**Produced By:** Sasha Shapiro, Anton Lessine, and Bill Block

**Status:** Completed

**US Distribution:** IFC Films

**US Release Date:** March 7, 2014

**Logline:** An introvert teen befriends his new neighbor, and together the couple begin to explore the haunted house that his family has just purchased.