

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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KENNETH LITVACK,

Plaintiff,

-against-

MERCHANT IVORY PRODUCTIONS LTD  
d/b/a MERCHANT IVORY PRODUCTIONS,  
JAMES IVORY, and ISMAEL MERCHANT,

Defendants.  
-----x

To the above-named Defendants:

Index No.: 04602641  
Date Purchased: August 13, 2004

**SUMMONS WITH NOTICE**

Plaintiff designates New York County as the place of trial. The basis of venue is Defendants' residence and office in New York County. Defendants Ivory and Merchant reside at 400 East 52nd Street, New York, New York 10022. Defendant MERCHANT IVORY PRODUCTIONS LTD has a principal place of business located at 250 West 57th Street, Suite 1825, New York, New York 10107.

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with the Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within 20 days after service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: August 13, 2004  
New York, New York

**FILED**  
**AUG 13 2004**  
**NEW YORK**  
**COUNTY CLERK'S OFFICE**

PENN & ASSOCIATES, LLP

By: Craig E. Penn  
Craig E. Penn, Esq.  
Attorneys for Plaintiff  
437 Madison Avenue  
Floor 35  
New York, New York 10022  
(212) 661 5700

NOTICE: The nature of this action is breach of contract and unjust enrichment. The relief sought is (i)\$225,000.00, (ii)\$150,000.00, (iii) an accounting as to all revenues and expenses in connection with the film entitled Merçi, Docteur Rey, (iv)declaratory relief, and (v)Plaintiff's costs and expenses of this action. Upon your failure to appear, judgment will be taken against you by default for the sum of \$225,000.00, plus interest thereon since December 31, 2002, plus the costs of this action.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----x  
KENNETH LITVACK,

Plaintiff,

-against-

MERCHANT IVORY PRODUCTIONS LTD  
d/b/a MERCHANT IVORY PRODUCTIONS,  
JAMES IVORY, and ISMAEL MERCHANT,

Defendants.  
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**COMPLAINT**

Plaintiff, KENNETH LITVACK, by his attorneys, PENN & ASSOCIATES, LLP,  
respectfully alleges as follows:

1. Plaintiff resides at 899 Appleby Street in the City of Boca Raton, County of Palm Beach, and the State of Florida.
2. On information and belief, at all times relevant hereto Defendant MERCHANT IVORY PRODUCTIONS LTD has been a corporation organized under the laws of the State of New York and has maintained its principal place of business at 250 West 57th Street, Suite 1825, in the City, County and State of New York.
3. On information and belief, at all times relevant hereto Defendant JAMES IVORY has been a citizen of the State of New York, and has resided at 400 East 52nd Street in the City, County and State of New York.
4. On information and belief, at all times relevant hereto Defendant ISMAEL MERCHANT has been a citizen of the State of New York, and has resided at 400 East 52nd Street in the City, County and State of New York.

AS AND FOR A FIRST CAUSE OF ACTION

5. On or about September 6, 2001 the Plaintiff and the Defendants entered into a written agreement (the "Agreement"), whereby (i) Plaintiff agreed to contribute \$225,000.00 toward the cost of producing the film entitled *Merci, Docteur Rey* (the "Film"), (ii) Defendant MERCHANT IVORY PRODUCTIONS LTD agreed to pay \$150,000.00 to Plaintiff by December 31, 2002, (iii) Defendant Merchant and Defendant Ivory personally guaranteed that Plaintiff would be paid said \$150,000.00 by December 31, 2002, (iv) Plaintiff was to receive five percent (5%) of the equity in the Film, and (v) Plaintiff was to be in "first position" after the bank.

6. In accordance with the terms of the Agreement, Plaintiff contributed the entire \$225,000.00 sum in a timely manner.

7. To date Plaintiff has not received any monies from the Defendants despite due demand therefore.

8. To date Plaintiff has not received financial statements of any kind concerning the Film despite due demand therefore.

9. As a result of the foregoing, Defendants Ivory, Merchant, and MERCHANT IVORY PRODUCTIONS LTD owe Plaintiff \$150,000.00, plus interest thereon since December 31, 2002.

10. As a result of the foregoing, Plaintiff is entitled to an accounting as to all revenues and expenses in connection with the Film.

11. As a result of the foregoing, Plaintiff is entitled to receive five percent (5%) of the Film's net revenues.

AS AND FOR A SECOND CAUSE OF ACTION

12. Plaintiff repeats and realleges each of the allegations of paragraphs 1 through 11 of this Complaint as though set forth in full hereat and with the same force and effect.

13. Plaintiff provided \$225,000.00 to the Defendants.

14. To date the Defendants have not returned any portion of Plaintiff's \$225,000.00 sum to Plaintiff despite due demand therefore.

15. As a result of the foregoing, Defendants have been unjustly enriched in the amount of \$225,000.00.

WHEREFORE, Plaintiff demands judgment as follows:

(a) Against Defendant Merchant, Defendant Ivory, and Defendant MERCHANT IVORY PRODUCTIONS LTD on the first cause of action, \$150,000.00, plus interest thereon since December 31, 2002;

(b) Against Defendant Merchant, Defendant Ivory, and Defendant MERCHANT IVORY PRODUCTIONS LTD on the second cause of action, \$225,000.00, plus interest thereon since September 6, 2001;

(c) Against Defendant MERCHANT IVORY PRODUCTIONS LTD on the first cause of action, an accounting as to all revenues and expenses in connection with the Film entitled Merci, Docteur Rey;

(d) Against Defendant MERCHANT IVORY PRODUCTIONS LTD on the first cause of action, five percent (5%) of the net revenues received in connection with the Film entitled Merci, Docteur Rey;

(e) Against Defendant MERCHANT IVORY PRODUCTIONS LTD on the first cause of action, an order declaring Plaintiff the five percent (5%) owner of the Film entitled

Merci, Docteur Rey;

(f) Against Defendant MERCHANT IVORY PRODUCTIONS LTD on the first cause of action, an order directing Defendant MERCHANT IVORY PRODUCTIONS LTD to provide detailed financial statements to Plaintiff concerning all revenues and expenses in connection with the Film entitled Merci, Docteur Rey;

(g) Against Defendant MERCHANT IVORY PRODUCTIONS LTD on the first cause of action, an order directing Defendant MERCHANT IVORY PRODUCTIONS LTD to permit Plaintiff and/or Plaintiff's representatives to inspect and copy Defendant MERCHANT IVORY PRODUCTIONS LTD's books and records which pertain or relate to the Film entitled Merci, Docteur Rey on a regular and periodic basis;

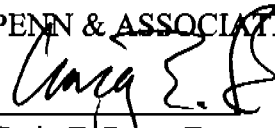
(h) Awarding Plaintiff all of its costs and disbursements of this action; and

(i) For such other and further relief as to this Court seems just and proper.

Dated: New York, New York  
August 13, 2004

Yours, etc.

PENN & ASSOCIATES, LLP



By: Craig E. Penn, Esq.  
Attorneys for Plaintiff  
437 Madison Avenue  
Floor 35  
New York, New York 10022  
(212) 661 5700

Index No. \_\_\_\_\_

Year 2004

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

KENNETH LITVACK,

Plaintiff,

04662641

-against-

MERCHANT IVORY PRODUCTIONS LTD, JAMES IVORY, and ISMAEL MERCHANT,  
Defendants.

**SUMMONS WITH NOTICE AND COMPLAINT**

**PENN & ASSOCIATES, LLP**

*Attorneys for* Plaintiff

*Office and Post Office Address, Telephone*

437 MADISON AVENUE - FLOOR 35

NEW YORK, NEW YORK 10022-7001

(212) 661-5700

*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the Courts of New York, certifies that, upon information and belief and reasonable inquiry, the content of the annexed document(s) are not frivolous.*

Dated: 8-13-04

Signature [Handwritten Signature]

Print Signers Name C. S. Penn

Service of a copy of the within

is hereby admitted.

Dated,

.....  
Attorney(s) for

Sir:— Please take notice

NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order  
settlement to the Hon.  
of the within named court, at  
on

of which the within is a true copy will be presented for  
one of the judges

Dated,

at

M.

Yours, etc.

**PENN & ASSOCIATES, LLP**