

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

DAVIS HESS
and RICHARD TOWERS
and MARC SHEFFLER
and FRED PIANTADOSI p/k/a FRED LINCOLN
and MARTIN KOVE
and JERAMIE RAIN DREYFUSS.

Index No.

Plaintiffs,

Summons

- against -

METRO-GOLDWYN-MAYER STUDIOS, INC.
and MGM HOME ENTERTAINMENT, INC.
and MGM HOME ENTERTAINMENT DISTRIBUTION
CORPORATION
and MGM/UA HOME ENTERTAINMENT GROUP, INC.
and SONY PICTURES HOME ENTERTAINMENT, INC.
and SEAN S. CUNNINGHAM
and SEAN S. CUNNINGHAM FILMS, LTD.
and THE NIGHT COMPANY
and CRYSTAL LAKE ENTERTAINMENT, INC.

Date Index No. Purchased:

Defendants.

To the above named Defendants:

Metro-Goldwyn-Mayer Studios, Inc., 10250 Constellation Blvd., L.A., CA 90067
MGM Home Entertainment, Inc., 10250 Constellation Blvd., L.A. CA 90067
MGM Home Entertainment, 10250 Constellation Blvd., L.A., CA 90067
MGM Home Entertainment Distribution Corp., 2500 Broadway, Santa Monica CA
MGM/UA Home Entertainment Group, Inc., 10250 Constellation Blvd., L.A., CA 90067
SONY Pictures Home Entertainment, Inc., 10202 Washington Blvd., Culver City, CA
Sean S. Cunningham, 4420 Hayvenhurst Avenue, Encino, CA, 91436
Sean S. Cunningham Films, Ltd., 4420 Hayvenhurst Avenue, Encino CA 91436
The Night Company, 4420 Hayvenhurst Avenue, Encino, CA 91436
CRYSTAL LAKE ENTERTAINMENT, INC. 4420 Hayvenhurst Ave., Encino, CA
91436

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 this summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (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 your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is that the Plaintiffs resided in New York, New York at the time of the subject transaction and that the subject transaction occurred in New York, New York.

Dated: August 25, 2008
New York, NY

STEVEN PAUL MARK, Attorney at Law

By: _____
Steven Paul Mark
Attorney for Plaintiffs
401 East 80th Street
Suite 29B
New York, NY 10021
Tel. (212) 717-0141
Fax (212) 628-4541

SUPREME COURT OF THE STATE OF NEW YORK
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GROUP, INC.
and SONY PICTURES HOME
ENTERTAINMENT, INC.
and SEAN S. CUNNINGHAM
and SEAN S. CUNNINGHAM FILMS, LTD.
and THE NIGHT COMPANY
and CRYSTAL LAKE ENTERTAINMENT, INC

Defendants.

Index No.:

VERIFIED COMPLAINT

Plaintiffs DAVID HESS, RICHARD TOWERS, MARC SHEFFLER, FRED
PIANTADOSI, p/k/a FRED LINCOLN, MARTIN KOVE, and JERAMIE RAIN DREYFUSS,
by and through their undersigned attorney, complaining of the Defendants, respectfully allege,
upon information and belief, the following:

FACTUAL ALLEGATIONS

1. The Plaintiffs DAVID HESS (hereafter “Plaintiff Hess”), RICHARD TOWERS (hereafter “Plaintiff Towers”), MARC SHEFFLER (hereafter “Plaintiff Sheffler”), FRED PIANTADOSI p/k/a FRED LINCOLN (hereafter “Plaintiff Lincoln”), MARTIN KOVE (hereafter “Plaintiff Kove”), and JERAMIE RAIN DREYFUSS (hereafter “Plaintiff Dreyfuss” and hereafter collectively referred to as “Plaintiffs”) at the time of the subject transaction were residents of the State of New York, residing at various locations in and throughout New York City, N.Y.

2. At all times relevant, Defendant METRO-GOLDWYN-MAYER STUDIOS, INC. (hereafter, “MGM”) was a domestic corporation authorized to do business in the State of New York.

3. At all times relevant, Defendant MGM HOME ENTERTAINMENT, INC. (hereafter “MGM 2”) was a domestic corporation authorized to do business in the State of New York.

4. At all times relevant, Defendant MGM HOME ENTERTAINMENT DISTRIBUTION CORP. (hereafter “MGM 3”) was a domestic corporation authorized to do business in the State of New York.

5. At all times relevant, Defendant MGM/UA HOME ENTERTAINMENT GROUP, INC. (hereafter “MGM 4”) was a domestic corporation authorized to do business in the State of New York.

6. Defendants MGM, MGM 2, MGM 3, and MGM 4 shall be collectively referred to hereinafter as “MGM COMPANIES”.

7. At all times relevant, Defendant SONY PICTURES HOME ENTERTAINMENT, INC. (hereafter “SONY”) was a domestic corporation authorized to do business in the State of New York.

8. Defendant SONY owns a proprietary interest in one of more of the MGM COMPANIES.

9. At all times relevant, Defendant SEAN S. CUNNINGHAM (hereafter “CUNNINGHAM”) was a private individual, authorized to do business in the State of New York.

10. Defendant SEAN S. CUNNINGHAM FILMS, LTD. (hereafter “CUNNINGHAM 2”) was a domestic corporation authorized to do business in the State of New York.

11. Defendant THE NIGHT COMPANY (hereafter “CUNNINGHAM 3”) was a domestic corporation authorized to do business in the State of New York.

12. Defendant CRYSTAL LAKE ENTERTAINMENT, INC. (hereafter “CUNNINGHAM 4”) was a domestic corporation authorized to do business in the State of New York.

13. Defendants CUNNINGHAM 2, CUNNINGHAM 3, and CUNNINGHAM 4 shall be hereafter collectively referred to as “CUNNINGHAM COMPANIES”

14. At all time relevant, Defendant CUNNINGHAM was an officer, director and majority shareholder of Defendants CUNNINGHAM COMPANIES, owned and/or controlled by CUNNINGHAM, who exercised complete domination over the business and affairs of Defendants CUNNINGHAM COMPANIES and the actions of Defendants CUNNINGHAM COMPANIES were the actions of Defendant CUNNINGHAM.

15. At all times relevant, Defendants MGM COMPANIES, SONY, and CUNNINGHAM COMPANIES acted through their employees, agents, representatives and the like, who were acting within their course of employment and scope of duties.

16. Plaintiffs are accomplished and professional actors.

17. In addition to being an accomplished and professional actor, Plaintiff Hess is also an accomplished and professional composer and arranger of musical compositions.

18. Defendants MGM COMPANIES, SONY, CUNNINGHAM and CUNNINGHAM COMPANIES produce, manufacture, distribute and sell motion pictures for commercial gain.

19. During or about 1971, Defendants MGM, CUNNINGHAM, and CUNNINGHAM COMPANIES retained the services of Plaintiffs to perform and appear as actors in regard to a major feature-length motion picture entitled, "The Last House on the Left" (hereafter "the Picture").

20. At that time, the Defendants MGM, CUNNINGHAM and CUNNINGHAM COMPANIES also retained the services of Plaintiff Hess to compose and arrange the musical score for the Picture.

21. The Defendants presented Plaintiffs with a written agreement pertaining to the acting services to be performed by Plaintiffs in regard to the Picture, and in regard to Plaintiff Hess only, such written agreement also pertaining to the services relating to the composing and arranging of the Picture's musical score.

22. None of the Plaintiffs was ever provided a copy of the written agreement each signed with the Defendants pertaining to their acting and film scoring services, despite repeated request by Plaintiffs.

23. Although Plaintiffs all dutifully signed the written agreement presented to them, none of the Plaintiffs ever saw the written agreement signed by anyone on behalf of MGM, CUNNINGHAM, and/or CUNNINGHAM COMPANIES.

24. Plaintiffs were paid by the Defendants for their services performed in regard to the major theatrical release of the Picture.

25. In 1972, the Picture was theatrically released and was a very successful and profitable film for the Defendants.

26. Plaintiffs, in whole or part, are members of the Screen Actors Guild (hereafter "SAG"), the primary union that represents professional actors in the theatrical and television film industries, entitling said Plaintiffs to certain benefits and protections conferred upon them by virtue of their membership in SAG.

27. On August 27, 2002, Defendants MGM COMPANIES, SONY, CUNNINGHAM and CUNNINGHAM COMPANIES joined together to release the Picture in domestic home video distribution in DVD format.

28. None of the Plaintiffs received any compensation whatsoever as a result of the domestic home video release of the Picture in DVD format in 2002.

29. In 2003, the Defendants joined together to release the Picture in foreign home video distribution in DVD format.

30. None of the Plaintiffs received any compensation whatsoever as a result of the foreign home video release of the Picture in DVD format in 2003.

31. Defendants continue to sell, and/or cause to be sold, the Picture in home video distribution in DVD format throughout the world, and Defendants continue to fail to pay

Plaintiffs any compensation whatsoever in regard to such worldwide home video distribution in DVD format.

32. The release of the Picture in home video distribution in DVD format throughout the world has yielded commercial gain to Defendants to the detriment of Plaintiffs.

33. Despite repeated demand, Defendants have failed to pay Plaintiffs, and continue to fail to pay Plaintiffs, any compensation whatsoever in regard to the home video distribution of the Picture in DVD format throughout the world.

AS AND FOR A FIRST CAUSE OF ACTION
FOR VIOLATION OF SECTION 51, N.Y. CIVIL RIGHTS LAW
(PLAINTIFF HESS ONLY VS. ALL DEFENDANTS)

34. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

35. Plaintiff Hess never consented, in writing or orally, to his name, portrait, picture, and voice being used in the Picture in DVD format.

36. Defendants unlawfully used and continues to use Plaintiff Hess's name, portrait, picture and voice without his written consent for advertising purposes and for the purposes of trade within the State of New York.

37. Defendants violated Civil Rights Law Section 51 et. seq. by Defendants' unlawful use of Plaintiff Hess's name, portrait, picture and voice without his written consent for advertising purposes and for the purposes of trade.

38. By reason of Defendants' violation of Plaintiff Hess's civil rights and Plaintiff Hess's right of privacy, Plaintiff Hess has been damaged in an amount to be proven at trial, in excess of this Court's jurisdictional limits, and further, Plaintiff Hess is entitled to an award of

exemplary damages as provided by statute, plus costs, reasonable counsel fees, and such other relief as this Court may deem proper.

AS AND FOR A SECOND CAUSE OF ACTION
FOR VIOLATION OF SECTION 51, N.Y. CIVIL RIGHTS LAW
(PLAINTIFF TOWERS ONLY VS. ALL DEFENDANTS)

39. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

40. Plaintiff Towers never consented, in writing or orally, to his name, portrait, picture, and voice being used in the Picture in DVD format.

41. Defendants unlawfully used and continue to use Plaintiff Towers's name, portrait, picture and voice, without his written consent for advertising purposes and for the purposes of trade within the State of New York.

42. Defendants violated Civil Rights Law Section 51 et. seq. by Defendants' unlawful use of Plaintiff Towers's name, portrait, picture and voice without his consent for advertising purposes and for the purposes of trade.

43. By reason of Defendants' violation of Plaintiff Towers's civil rights and Plaintiff Towers's right of privacy, Plaintiff Towers has been damaged in an amount to be proven at trial, in excess of this Court's jurisdictional limits, and further, Plaintiff Towers is entitled to an award of exemplary damages as provided by statute, plus costs, reasonable counsel fees, and such other relief as this Court may deem proper.

AS FOR A THIRD CAUSE OF ACTION
FOR VIOLATION OF SECTION 51, N.Y. CIVIL RIGHTS LAW
(PLAINTIFF SHEFFLER ONLY VS. ALL DEFENDANTS)

44. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

45. Plaintiff Sheffler never consented, in writing or orally, to his name, portrait, picture, and voice being used in the Picture in DVD format.

46. Defendants unlawfully used and continue to use Plaintiff Sheffler's name, portrait, picture and voice without his written consent for advertising purposes and for the purposes of trade, within the State of New York.

47. Defendants violated Civil Rights Law Section 51 et. seq. by Defendants' unlawful use of Plaintiff Sheffler's name, portrait, picture and voice without his consent for advertising purposes and for the purposes of trade.

48. By reason of Defendants' violation of Plaintiff Sheffler's civil rights and Plaintiff Sheffler's right of privacy, Plaintiff Sheffler has been damaged in an amount to be proven at trial, in excess of this Court's jurisdictional limits, and further, Plaintiff Sheffler is entitled to an award of exemplary damages as provided by statute, plus costs, reasonable counsel fees, and such other relief as this Court may deem proper.

AS FOR A FOURTH CAUSE OF ACTION

FOR VIOLATION OF SECTION 51, N.Y. CIVIL RIGHTS LAW

(PLAINTIFF LINCOLN ONLY VS. ALL DEFENDANTS)

49. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

50. Plaintiff Lincoln never consented, in writing or orally, to his name, portrait, picture, and voice being used in the Picture in DVD format.

51. Defendants unlawfully used and continue to use Plaintiff Lincoln's name, portrait, picture and voice without his consent for advertising purposes and for the purposes of trade, within the State of New York.

52. Defendants violated Civil Rights Law Section 51 et. seq. by Defendants' unlawful use of Plaintiff Lincoln's name, portrait, picture and voice without his consent for advertising purposes and for the purposes of trade.

53. By reason of Defendants' violation of Plaintiff Lincoln's civil rights and Plaintiff Lincoln's right of privacy, Plaintiff Lincoln has been damaged in an amount to be proven at trial, in excess of this Court's jurisdictional limits, and further, Plaintiff Lincoln is entitled to an award of exemplary damages as provided by statute, plus costs, reasonable counsel fees, and such other relief as this Court may deem proper.

AS FOR A FIFTH CAUSE OF ACTION

FOR VIOLATION OF SECTION 51, N.Y. CIVIL RIGHTS LAW

(PLAINTIFF KOVE ONLY VS. ALL DEFENDANTS)

54. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

55. Plaintiff Kove never consented, in writing or orally, to his name, portrait, picture, and voice being used in the Picture in DVD format.

56. Defendants unlawfully used and continue to use Plaintiff Kove's name, portrait, picture and voice without his consent for advertising purposes and for the purposes of trade within the State of New York.

57. Defendants violated Civil Rights Law Section 51 et. seq. by Defendants' unlawful use of Plaintiff Kove's name, portrait, picture and voice without his consent for advertising purposes and for the purposes of trade.

58. By reason of Defendants' violation of Plaintiff Kove's civil rights and Plaintiff Kove's right of privacy, Plaintiff Kove has been damaged in an amount to be proven at trial, in excess of this Court's jurisdictional limits, and further, Plaintiff Kove is entitled to an award of exemplary damages as provided by statute, plus costs, reasonable counsel fees, and such other relief as this Court may deem proper.

AS FOR A SIXTH CAUSE OF ACTION

FOR VIOLATION OF SECTION 51, N.Y. CIVIL RIGHTS LAW

(PLAINTIFF DREYFUSS ONLY VS. ALL DEFENDANTS)

59. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

60. Plaintiff Dreyfuss never consented, in writing or orally, to her name, portrait, picture, and voice being used in the Picture in DVD format.

61. Defendants unlawfully used and continue to use Plaintiff Dreyfuss's name, portrait, picture and voice without her consent for advertising purposes and for the purposes of trade within the State of New York.

62. Defendants violated Civil Rights Law Section 51 et. seq. by Defendants' unlawful use of Plaintiff Dreyfuss's name, portrait, picture and voice without her consent for advertising purposes and for the purposes of trade.

63. By reason of Defendants' violation of Plaintiff Dreyfuss's civil rights and Plaintiff Dreyfuss's right of privacy, Plaintiff Dreyfuss has been damaged in an amount to be

proven at trial, in excess of this Court's jurisdictional limits, and further, Plaintiff Dreyfuss is entitled to an award of exemplary damages as provided by statute, plus costs, reasonable counsel fees, and such other relief as this Court may deem proper.

AS FOR A SEVENTH CAUSE OF ACTION

BREACH OF EXPRESS WRITTEN AGREEMENT

(PLAINTIFF HESS ONLY VS. ALL DEFENDANTS)

64. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

65. The terms of the written agreement originally entered into between Plaintiff Hess and Defendants did not authorize the release of the Picture in DVD format containing Plaintiff Hess's acting and musical composer and arranger services thereupon.

66. Despite Defendants' lack of authorization, Defendants released and/or caused to be released the Picture in DVD format, domestically on August 27, 2002, and internationally in 2003.

67. The commercial release of the Picture in DVD format by Defendants constitutes an actionable breach of contract.

68. As a result of said Defendants' breach, Plaintiff Hess has sustained monetary damages for a sum to be proven at trial in excess of this Court's jurisdictional limits.

69. Defendants are liable to Plaintiff Hess for their breach of express written agreement.

AS FOR AN EIGHTH CAUSE OF ACTION

BREACH OF EXPRESS WRITTEN AGREEMENT

(PLAINTIFF TOWERS ONLY VS. ALL DEFENDANTS)

70. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

71. The terms of the written agreement originally entered into between Plaintiff Towers and Defendants did not authorize the release of the Picture in DVD format containing Plaintiff Towers's acting services thereupon.

72. Despite Defendants' lack of authorization, Defendants released and/or caused to be released the Picture in DVD format, domestically on August 27, 2002, and internationally in 2003.

73. The commercial release of the Picture in DVD format by Defendants constitutes an actionable breach of contract.

74. As a result of said Defendants' breach, Plaintiff Towers has sustained monetary damages for a sum to be proven at trial in excess of this Court's jurisdictional limits.

75. Defendants are liable to Plaintiff Towers for their breach of express written agreement.

AS FOR A NINTH CAUSE OF ACTION

BREACH OF EXPRESS WRITTEN AGREEMENT

(PLAINTIFF SHEFFLER ONLY VS. ALL DEFENDANTS)

76. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

77. The terms of the written agreement originally entered into between Plaintiff Sheffler and Defendants did not authorize the release of the Picture in DVD format containing Plaintiff Sheffler's acting services thereupon.

78. Despite Defendants' lack of authorization, Defendants released and/or caused to be released the Picture in DVD format, domestically on August 27, 2002, and internationally in 2003.

79. The commercial release of the Picture in DVD format by Defendants constitutes an actionable breach of contract.

80. As a result of said Defendants' breach, Plaintiff Sheffler has sustained monetary damages for a sum to be proven at trial in excess of this Court's jurisdictional limits.

81. Defendants are liable to Plaintiff Sheffler for their breach of express written agreement.

AS FOR A TENTH CAUSE OF ACTION

BREACH OF EXPRESS WRITTEN AGREEMENT

(PLAINTIFF LINCOLN ONLY VS. ALL DEFENDANTS)

82. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

83. The terms of the written agreement originally entered into between Plaintiff Lincoln and Defendants did not authorize the release of the Picture in DVD format containing Plaintiff Lincoln's acting services thereupon.

84. Despite Defendants' lack of authorization, Defendants released and/or caused to be released the Picture in DVD format, domestically on August 27, 2002, and internationally in 2003.

85. The commercial release of the Picture in DVD format by Defendants constitutes an actionable breach of contract.

86. As a result of said Defendants' breach, Plaintiff Lincoln has sustained monetary damages for a sum to be proven at trial in excess of this Court's jurisdictional limits.

87. Defendants are liable to Plaintiff Lincoln for their breach of express written agreement.

AS FOR AN ELEVENTH CAUSE OF ACTION
BREACH OF EXPRESS WRITTEN AGREEMENT
(PLAINTIFF KOVE ONLY VS. ALL DEFENDANTS)

88. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

89. The terms of the written agreement originally entered into between Plaintiff Kove and Defendants did not authorize the release of the Picture in DVD format containing Plaintiff Kove's acting services thereupon.

90. Despite Defendants' lack of authorization, Defendants released and/or caused to be released the Picture in DVD format, domestically on August 27, 2002, and internationally in 2003.

91. The commercial release of the Picture in DVD format by Defendants constitutes an actionable breach of contract.

92. As a result of said Defendants' breach, Plaintiff Kove has sustained monetary damages for a sum to be proven at trial in excess of this Court's jurisdictional limits.

93. Defendants are liable to Plaintiff Kove for their breach of express written agreement.

AS FOR A TWELFTH CAUSE OF ACTION

BREACH OF EXPRESS WRITTEN AGREEMENT

(PLAINTIFF DREYFUSS ONLY VS. ALL DEFENDANTS)

94. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

95. The terms of the written agreement originally entered into between Plaintiff Dreyfuss and Defendants did not authorize the release of the Picture in DVD format containing Plaintiff Dreyfuss's acting services thereupon.

96. Despite Defendants' lack of authorization, Defendants released and/or caused to be released the Picture in DVD format, domestically on August 27, 2002, and internationally in 2003.

97. The commercial release of the Picture in DVD format by Defendants constitutes an actionable breach of contract.

98. As a result of said Defendants' breach, Plaintiff Dreyfuss has sustained monetary damages for a sum to be proven at trial in excess of this Court's jurisdictional limits.

99. Defendants are liable to Plaintiff Dreyfuss for their breach of express written agreement.

AS FOR A THIRTEENTH CAUSE OF ACTION

COPYRIGHT INFRINGEMENT

(PLAINTIFF HESS ONLY VS. ALL DEFENDANTS)

100. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

101. Plaintiff Hess composed the musical score and a composition entitled “Wait for the Rain” (hereafter the “Music”) which was utilized by Defendants in the Picture and released in DVD format.

102. Plaintiff Hess is a lawful copyright holder of the Music which was utilized by Defendant in the Picture and released in DVD format.

103. Defendants violated Plaintiff Hess’s copyright in the Music by copying the Music in the DVD format and commercially releasing the Music without Plaintiff Hess’s written consent.

104. In addition to compensatory damages for Plaintiff Hess’s losses for a sum to be proven at trial, Plaintiff Hess is entitled to statutory damages, exemplary damages, reasonable counsel fees and costs.

105. Defendants are liable to Plaintiff Hess for copyright infringement.

AS AND FOR A FOURTEENTH CAUSE OF ACTION

FOR UNJUST ENRICHMENT

(PLAINTIFF HESS ONLY VS. ALL DEFENDANTS)

106. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

107. There existed an implied-in-law contract between Plaintiff Hess and Defendants, the material term of which in part required Defendants to properly compensate Plaintiff Hess in the event Defendants released the Picture in DVD format incorporating Plaintiff Hess’s performance and Music.

108. Defendants breached the implied-in-law contract by failing to compensate Plaintiff Hess for the release of the Picture in DVD format incorporating Plaintiff Hess's performance and Music.

109. Defendants received the benefit of Plaintiff Hess's performance and Music and arrangement services, which was provided to Defendants to Plaintiff Hess's detriment.

110. Defendants have been unjustly enriched by Plaintiff Hess as a result of Defendants' unlawful acts.

111. Defendants are liable to Plaintiff Hess for unjust enrichment, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A FIFTEENTH CAUSE OF ACTION

FOR UNJUST ENRICHMENT

(PLAINTIFF TOWERS ONLY VS. ALL DEFENDANTS)

112. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

113. There existed an implied-in-law contract between Plaintiff Towers and Defendants, the material term of which in part required Defendants to properly compensate Plaintiff Towers in the event Defendants released the Picture in DVD format incorporating Plaintiff Towers's performance.

114. Defendants breached the implied-in-law contract by failing to compensate Plaintiff Towers for the release of the Picture in DVD format incorporating Plaintiff Towers's performance.

115. Defendants received the benefit of Plaintiff Towers's performance, which was provided to Defendants to Plaintiff Towers's detriment.

116. Defendants have been unjustly enriched by Plaintiff Towers as a result of Defendants' unlawful acts.

117. Defendants are liable to Plaintiff Towers for unjust enrichment, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A SIXTEENTH CAUSE OF ACTION

FOR UNJUST ENRICHMENT

(PLAINTIFF SHEFFLER ONLY VS. ALL DEFENDANTS)

118. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

119. There existed an implied-in-law contract between Plaintiff Sheffler and Defendants, the material term of which in part required Defendants to properly compensate Plaintiff Sheffler in the event Defendants released the Picture in DVD format incorporating Plaintiff Sheffler's performance.

120. Defendants breached the implied-in-law contract by failing to compensate Plaintiff Sheffler for the release of the Picture in DVD format incorporating Plaintiff Sheffler's performance.

121. Defendants received the benefit of Plaintiff Sheffler's performance, which was provided to Defendants to Plaintiff Sheffler's detriment.

122. Defendants have been unjustly enriched by Plaintiff Sheffler as a result of Defendants' unlawful acts.

123. Defendants are liable to Plaintiff Sheffler for unjust enrichment, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A SEVENTEENTH CAUSE OF ACTION

FOR UNJUST ENRICHMENT

(PLAINTIFF LINCOLN ONLY VS. ALL DEFENDANTS)

124. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

125. There existed an implied-in-law contract between Plaintiff Lincoln and Defendants, the material term of which in part required Defendants to properly compensate Plaintiff Lincoln in the event Defendants released the Picture in DVD format incorporating Plaintiff Lincoln's performance.

126. Defendants breached the implied-in-law contract by failing to compensate Plaintiff Lincoln for the release of the Picture in DVD format incorporating Plaintiff Lincoln's performance.

127. Defendants received the benefit of Plaintiff Lincoln's performance, which was provided to Defendants to Plaintiff Lincoln's detriment.

128. Defendants have been unjustly enriched by Plaintiff Lincoln as a result of Defendants' unlawful acts.

129. Defendants are liable to Plaintiff Lincoln for unjust enrichment, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A EIGHTEENTH CAUSE OF ACTION

FOR UNJUST ENRICHMENT

(PLAINTIFF KOVE ONLY VS. ALL DEFENDANTS)

130. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

131. There existed an implied-in-law contract between Plaintiff Kove and Defendants, the material term of which in part required Defendants to properly compensate Plaintiff Kove in the event Defendants released the Picture in DVD format incorporating Plaintiff Kove's performance.

132. Defendants breached the implied-in-law contract by failing to compensate Plaintiff Kove for the release of the Picture in DVD format incorporating Plaintiff Kove's performance.

133. Defendants received the benefit of Plaintiff Kove's performance, which was provided to Defendants to Plaintiff Kove's detriment.

134. Defendants have been unjustly enriched by Plaintiff Kove as a result of Defendants' unlawful acts.

135. Defendants are liable to Plaintiff Kove for unjust enrichment, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A NINETEENTH CAUSE OF ACTION

FOR UNJUST ENRICHMENT

(PLAINTIFF DREYFUSS ONLY VS. ALL DEFENDANTS)

136. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

137. There existed an implied-in-law contract between Plaintiff Dreyfuss and Defendants, the material term of which in part required Defendants to properly compensate Plaintiff Dreyfuss in the event Defendants released the Picture in DVD format incorporating Plaintiff Dreyfuss's performance.

138. Defendants breached the implied-in-law contract by failing to compensate Plaintiff Dreyfuss for the release of the Picture in DVD format incorporating Plaintiff Dreyfuss's performance.

139. Defendants received the benefit of Plaintiff Dreyfuss's performance, which was provided to Defendants to Plaintiff Dreyfuss's detriment.

140. Defendants have been unjustly enriched by Plaintiff Dreyfuss as a result of Defendants' unlawful acts.

141. Defendants are liable to Plaintiff Dreyfuss for unjust enrichment, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A TWENTIETH CAUSE OF ACTION

FOR PROMISSORY ESTOPPEL

(PLAINTIFF HESS ONLY VS. ALL DEFENDANTS)

142. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

143. During or about March 2002, Defendants communicated with Plaintiff Hess in regard to his being interviewed on film in regard to the Picture.

144. In March 2002, Defendants presented Plaintiff Hess with a written agreement which Plaintiff Hess signed, providing for the interview in 2002 for Defendants without additional compensation to Plaintiff Hess.

145. At the time Defendants interviewed Plaintiff Hess, Defendants promised Plaintiff Hess that in the event the Picture was released in DVD format by Defendants, Defendants would compensate Plaintiff Hess for his performance and Music and arrangement services incorporated in the Picture.

146. Defendants did not notify Plaintiff Hess when the Picture was released in DVD format in the United States on August 27, 2002.

147. Defendants breached their promise to Plaintiff Hess for compensation for the release of the Picture in DVD format.

148. Plaintiff Hess justifiably relied to his detriment upon Defendants' promise to pay him upon the release of the Picture in DVD format.

149. Defendants are liable to Plaintiff Hess for a sum to be proven at trial in excess of this Court's jurisdictional limits, for actionable promissory estoppel.

AS AND FOR A TWENTY-FIRST CAUSE OF ACTION

FOR PROMISSORY ESTOPPEL

(PLAINTIFF SHEFFLER ONLY VS. ALL DEFENDANTS)

150. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

151. During or about March 2002, Defendants communicated with Plaintiff Sheffler in regard to his being interviewed on film in regard to the Picture.

152. In March 2002, Defendants presented Plaintiff Sheffler with a written agreement which Plaintiff Sheffler signed, providing for the interview in 2002 for Defendants without additional compensation to Plaintiff Sheffler.

153. At the time Defendants interviewed Plaintiff Sheffler, Defendants promised Plaintiff Sheffler that in the event the Picture was released in DVD format by Defendants, Defendants would compensate Plaintiff Sheffler for his performance incorporated in the Picture.

154. Defendants did not notify Plaintiff Sheffler when the Picture was released in DVD format in the United States on August 27, 2002.

155. Defendants breached their promise to Plaintiff Sheffler for compensation for the release of the Picture in DVD format.

156. Plaintiff Sheffler justifiably relied to his detriment upon Defendants' promise to pay him upon the release of the Picture in DVD format.

157. Defendants are liable to Plaintiff Sheffler for a sum to be proven at trial in excess of this Court's jurisdictional limits, for actionable promissory estoppel.

AS AND FOR A TWENTY-SECOND CAUSE OF ACTION

FOR PROMISSORY ESTOPPEL

(PLAINTIFF LINCOLN ONLY VS. ALL DEFENDANTS)

158. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

159. During or about March 2002, Defendants communicated with Plaintiff Lincoln in regard to his being interviewed on film in regard to the Picture.

160. In March 2002, Defendants presented Plaintiff Lincoln with a written agreement which Plaintiff Lincoln signed, providing for the interview in 2002 for Defendants without additional compensation to Plaintiff Lincoln.

161. At the time Defendants interviewed Plaintiff Lincoln, Defendants promised Plaintiff Lincoln that in the event the Picture was released in DVD format by Defendants, Defendants would compensate Plaintiff Lincoln for his performance incorporated in the Picture.

162. Defendants did not notify Plaintiff Lincoln when the Picture was released in DVD format in the United States on August 27, 2002.

163. Defendants breached their promise to Plaintiff Lincoln for compensation for the release of the Picture in DVD format.

164. Plaintiff Lincoln justifiably relied to his detriment upon Defendants' promise to pay him upon the release of the Picture in DVD format.

165. Defendants are liable to Plaintiff Lincoln for a sum to be proven at trial in excess of this Court's jurisdictional limits, for actionable promissory estoppel.

AS AND FOR A TWENTY-THIRD CAUSE OF ACTION

FOR PROMISSORY ESTOPPEL

(PLAINTIFF KOVE ONLY VS. ALL DEFENDANTS)

166. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

167. During or about March 2002, Defendants communicated with Plaintiff Kove in regard to his being interviewed on film in regard to the Picture.

168. In March 2002, Defendants presented Plaintiff Kove with a written agreement which Plaintiff Kove signed, providing for the interview in 2002 for Defendants without additional compensation to Plaintiff Kove.

169. At the time Defendants interviewed Plaintiff Kove, Defendants promised Plaintiff Kove that in the event the Picture was released in DVD format by Defendants, Defendants would compensate Plaintiff Kove for his performance incorporated in the Picture.

170. Defendants did not notify Plaintiff Kove when the Picture was released in DVD format in the United States on August 27, 2002.

171. Defendants breached their promise to Plaintiff Kove for compensation for the release of the Picture in DVD format.

172. Plaintiff Kove justifiably relied to his detriment upon Defendants' promise to pay him upon the release of the Picture in DVD format.

173. Defendants are liable to Plaintiff Kove for a sum to be proven at trial in excess of this Court's jurisdictional limits, for actionable promissory estoppel.

AS AND FOR A TWENTY-FOURTH CAUSE OF ACTION
FOR BREACH OF IMPLIED-IN-FACT AGREEMENT
(PLAINTIFF HESS ONLY VS. ALL DEFENDANTS)

174. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein

175. By the conduct of the parties and all of the prevailing circumstances, there existed an implied-in-fact contract between Plaintiff Hess and Defendants, a material term of which in part required Defendants to properly compensate Plaintiff Hess in the event Defendants released the Picture in DVD format incorporating Plaintiff Hess's performance.

176. At the time that the Picture was originally made and released in 2002, SAG's agreement, which covered the production of the Picture and to which Defendants were signatories, provided for additional payments to actors in the event of release of a film on "Cassettes", this constituting a "Supplemental Market" according to said SAG agreement.

177. Defendants breached the implied-in-fact contract by failing to compensate Plaintiff Hess for the release of the Picture in DVD format incorporating Plaintiff Hess's performance, causing damages to Plaintiff Hess.

178. Defendants are liable to Plaintiff Hess for breach of the implied-in-fact contract, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A TWENTY-FIFTH CAUSE OF ACTION
FOR BREACH OF IMPLIED-IN-FACT AGREEMENT
(PLAINTIFF TOWERS ONLY VS. ALL DEFENDANTS)

179. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein

180. By the conduct of the parties and all of the prevailing circumstances, there existed an implied-in-fact contract between Plaintiff Towers and Defendants, a material term of which in part required Defendants to properly compensate Plaintiff Towers in the event Defendants released the Picture in DVD format incorporating Plaintiff Towers's performance.

181. At the time that the Picture was originally made and released in 2002, SAG's agreement, which covered the production of the Picture and to which Defendants were signatories, provided for additional payments to actors in the event of release of a film on "Cassettes", this constituting a "Supplemental Market" according to said SAG agreement.

182. Defendants breached the implied-in-fact contract by failing to compensate Plaintiff Towers for the release of the Picture in DVD format incorporating Plaintiff Towers's performance, causing damages to Plaintiff Towers.

183. Defendants are liable to Plaintiff Towers for breach of the implied-in-fact contract, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A TWENTY-SIXTH CAUSE OF ACTION
FOR BREACH OF IMPLIED-IN-FACT AGREEMENT
(PLAINTIFF SHEFFLER ONLY VS. ALL DEFENDANTS)

184. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

185. By the conduct of the parties and all of the prevailing circumstances, there existed an implied-in-fact contract between Plaintiff Sheffler and Defendants, a material term of which in part required Defendants to properly compensate Plaintiff Sheffler in the event Defendants released the Picture in DVD format incorporating Plaintiff Sheffler's performance.

186. At the time that the Picture was originally made and released in 2002, SAG's agreement, which covered the production of the Picture and to which Defendants were signatories, provided for additional payments to actors in the event of release of a film on "Cassettes", this constituting a "Supplemental Market" according to said SAG agreement.

187. Defendants breached the implied-in-fact contract by failing to compensate Plaintiff Sheffler for the release of the Picture in DVD format incorporating Plaintiff Sheffler's performance, causing damages to Plaintiff Sheffler.

188. Defendants are liable to Plaintiff Sheffler for breach of the implied-in-fact contract, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A TWENTY-SEVENTH CAUSE OF ACTION

FOR BREACH OF IMPLIED-IN-FACT AGREEMENT

(PLAINTIFF LINCOLN ONLY VS. ALL DEFENDANTS)

189. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

190. By the conduct of the parties and all of the prevailing circumstances, there existed an implied-in-fact contract between Plaintiff Lincoln and Defendants, a material term of which in part required Defendant to properly compensate Plaintiff Lincoln in the event Defendants released the Picture in DVD incorporating Plaintiff Lincoln's performance.

191. At the time that the Picture was originally made and released in 2002, SAG's agreement, which covered the production of the Picture and to which Defendants were signatories, provided for additional payments to actors in the event of release of a film on "Cassettes", this constituting a "Supplemental Market" according to said SAG agreement.

192. Defendants breached the implied-in-fact contract by failing to compensate Plaintiff Lincoln for the release of the Picture in DVD format incorporating Plaintiff Lincoln's performance, causing damages to Plaintiff Lincoln.

193. Defendants are liable to Plaintiff Lincoln for breach of the implied-in-fact contract, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A TWENTY-EIGHTH CAUSE OF ACTION
FOR BREACH OF IMPLIED-IN-FACT AGREEMENT
(PLAINTIFF KOVE ONLY VS. ALL DEFENDANTS)

194. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

195. By the conduct of the parties and all of the prevailing circumstances, there existed an implied-in-fact contract between Plaintiff Kove and Defendants, a material term of which in part required Defendant to properly compensate Plaintiff Kove in the event Defendants released the Picture in DVD format incorporating Plaintiff Kove's performance.

196. At the time that the Picture was originally made and released in 2002, SAG's agreement, which covered the production of the Picture and to which Defendants were signatories, provided for additional payments to actors in the event of release of a film on "Cassettes", this constituting a "Supplemental Market" according to said SAG agreement.

197. Defendants breached the implied-in-fact contract by failing to compensate Plaintiff Kove for the release of the Picture in DVD format incorporating Plaintiff Kove's performance, causing damages to Plaintiff Kove.

198. Defendants are liable to Plaintiff Kove for breach of the implied-in-fact contract, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

AS AND FOR A TWENTY-NINTH CAUSE OF ACTION
FOR BREACH OF IMPLIED-IN-FACT AGREEMENT
(PLAINTIFF DREYFUSS ONLY VS. ALL DEFENDANTS)

199. Plaintiffs restate the allegations of all the preceding paragraphs of this Complaint, and incorporate them herein.

200. By the conduct of the parties and all of the prevailing circumstances, there existed an implied-in-fact contract between Plaintiff Dreyfuss and Defendants, a material term of which in part required Defendant to properly compensate Plaintiff Dreyfuss in the event Defendants released the Picture in DVD format incorporating Plaintiff Dreyfuss's performance.

201. At the time that the Picture was originally made and released in 2002, SAG's agreement, which covered the production of the Picture and to which Defendants were signatories, provided for additional payments to actors in the event of release of a film on "Cassettes", this constituting a "Supplemental Market" according to said SAG agreement.

202. Defendants breached the implied-in-fact contract by failing to compensate Plaintiff Dreyfuss for the release of the Picture in DVD format incorporating Plaintiff Dreyfuss's performance, causing damages to Plaintiff Dreyfuss.

203. Defendants are liable to Plaintiff Dreyfuss for breach of the implied-in-fact contract, for a sum to be proven at trial in excess of this Court's jurisdictional limits.

WHEREFORE, Plaintiffs demand judgment against Defendants as set forth in the above causes of action and for such other, further, and different relief as to the Court may seem just, proper, and equitable all together with interest on each cause of action, attorney fees and the costs of this action.

Dated: New York, NY
August 25, 2008

STEVEN PAUL MARK
Attorney at Law

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ATTORNEY VERIFICATION

I, Steven Paul Mark, an attorney duly authorized to practice law in the State of New York and not a party to this action, do hereby affirm that the following is true under the penalty of perjury:

1. That I am the attorney for the Plaintiffs in the above entitled action with offices located at 401 East 80th Street, Suite 29B, City of New York, County of New York, State of New York;

2. That I have read the foregoing complaint and know the contents thereof; that the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe them to be true;

3. That the reason why this verification is made by me instead of the Plaintiffs is because the Plaintiffs are not presently located within the County of New York, which is the county where I have my office;

4. That the grounds of my belief as to all matters in the complaint not stated to be upon my knowledge are based upon conversations with Plaintiff's counsel Simon Rosen, Esquire, and other writings relevant to this action, and research.

Dated: New York, NY
August 25, 2008.

STEVEN PAUL MARK
Attorney at Law

Steven Paul Mark
Attorney for Plaintiff
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Suite 29B
New York, NY 10021