

90067  
A6115

1 PAUL B. SALVATY - State Bar No. 171507  
psalvaty@glaserweil.com  
2 JULIA B. CHERLOW - State Bar No. 290538  
jcherlow@glaserweil.com  
3 GLASER WEIL FINK HOWARD  
AVCHEN & SHAPIRO LLP  
4 10250 Constellation Boulevard, 19th Floor  
Los Angeles, California 90067  
5 Telephone: (310) 553-3000  
Facsimile: (310) 556-2920

**FILED**  
Superior Court of California  
County of Los Angeles

SEP 01 2015

Sherril R. Carter, Associate Attorney/Clerk  
By M. Hess, Deputy  
Hess Solo

6 Attorneys for Plaintiffs  
7 Worldview Entertainment Holdings, Inc.,  
Worldview Entertainment Capital LLC,  
8 Worldview Entertainment Capital II LLC,  
Worldview Entertainment Partners VIII LLC, and  
9 WIWH Funding LLC.

D-24  
ROBERT L. HESS

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

GlaserWeil

12  
13 WORLDVIEW ENTERTAINMENT  
HOLDINGS, INC.; WORLDVIEW  
14 ENTERTAINMENT CAPITAL LLC;  
WORLDVIEW ENTERTAINMENT CAPITAL  
15 II LLC; WORLDVIEW ENTERTAINMENT  
PARTNERS VIII LLC; and WIWH FUNDING  
16 LLC

Case No. **BC 593380**  
Unlimited Jurisdiction

17 Plaintiffs,  
18 v.  
19 WILD BUNCH, S.A.; DOES 1-10,  
20 Defendant

**COMPLAINT FOR:**  
(1) DECLARATORY AND INJUNCTIVE  
RELIEF REGARDING "THE SEARCH"  
ARBITRATION;  
(2) DECLARATORY AND INJUNCTIVE  
RELIEF REGARDING "JIMMY P."  
ARBITRATION; AND  
(3) PETITION TO COMPEL ARBITRATION  
OF "WISH I WAS HERE" DISPUTE

Action Filed:  
Trial Date: None

21  
22  
23  
24  
25  
26  
27  
28  
ORIGINAL  
1001/2015

CIT/CASE #: BC593380  
LEA/DEF#:   
RECEIPT #: CCH524880045  
DATE PAID: 09/01/15 01:56 PM  
PAYMENT: \$435.00 310  
RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHARGE: \$0.00  
CARD: \$0.00

**COMPLAINT**

1 Plaintiffs Worldview Entertainment Holdings, Inc. ("Worldview Holdings"), Worldview  
2 Entertainment Capital LLC ("WEC"), Worldview Entertainment Capital II LLC ("WEC II"),  
3 Worldview Entertainment Partners VIII LLC ("WEP VIII"), and WIWH Funding LLC ("WIWH  
4 Funding") (collectively, "Worldview") hereby allege against Defendant Wild Bunch, S.A.  
5 ("Defendant" or "Wild Bunch") and Does 1-10 (the "Doe Defendants") as follows:

6 **INTRODUCTION**

7 1. This case arises out of Wild Bunch's extralegal attempts to deprive Worldview of the  
8 benefits of the parties' contract with respect to one film and to extract from Worldview benefits to  
9 which it is not entitled with respect to two other films. In connection with the film entitled "Wish I  
10 Was Here," Wild Bunch has breached its contractual obligation to WIWH Funding by refusing to  
11 remit monies that are owed to WIWH Funding under a Collection Account Manager Agreement  
12 ("CAMA"), dated August 13, 2014. Rather than paying WIWH Funding as contractually and  
13 legally required, Wild Bunch is keeping hundreds of thousands of WIWH Funding's dollars for  
14 itself. At the same time, in connection with two other films entitled "The Search" and "Jimmy P",  
15 Wild Bunch is attempting to deprive Worldview of its constitutional right to a trial by seeking to  
16 force Worldview into two out-of-state arbitrations despite the absence of a binding arbitration  
17 agreement, or, indeed, any binding agreement at all.

18 2. On April 21, 2015, Wild Bunch purported to provide "notice" to WIWH Funding that  
19 Wild Bunch had wired some funds, while withholding others, that are due and owing to WIWH  
20 Funding and others under the CAMA. Wild Bunch admitted that it owed \$1,075,000 to the WIWH  
21 collection account under the CAMA as local distributor of "Wish I Was Here" in the territories of  
22 France, Germany and Spain. But rather than complying with its obligations and remitting the funds  
23 as required, Wild Bunch made a partial payment of \$781,919 while "retaining" the balance of the  
24 funds (\$293,081) for itself. Under the terms of the CAMA, the Court should compel Wild Bunch to  
25 submit its dispute concerning "Wish I Was Here" proceeds to "binding, final and exclusive  
26 arbitration in Los Angeles, California" under the rules in force for the Independent Film and  
27 Television Alliance ("IFTA").  
28

Glaser Weil

5102710160

GlaserWeil

09 / 01 / 2015

1           3.       In addition to withholding funds that are due in connection with the film "Wish I  
 2 Was Here," Wild Bunch is asserting baseless contract claims against Worldview in connection with  
 3 the films "The Search" and "Jimmy P." On or around March 4, 2015, Wild Bunch filed two  
 4 arbitrations against Worldview in New York, one alleging a breach of a purported contract in  
 5 connection with the financing of the film "The Search," and the other alleging a breach of a  
 6 purported contract concerning the financing of the film "Jimmy P". The breach of contract claims  
 7 that Wild Bunch is pursuing in the New York arbitrations are groundless because neither of the  
 8 purported contracts that Wild Bunch is attempting to enforce are either valid or enforceable against  
 9 any Worldview entity. Furthermore, neither of the purported contracts at issue contains an  
 10 enforceable agreement to submit the parties' disputes to arbitration.

11           4.       Specifically, the New York arbitration concerning "The Search," initiated before the  
 12 Judicial Arbitration and Mediation Services ("JAMS"), is premised on a draft agreement that was  
 13 never finalized, never agreed upon by the parties, and most importantly, never executed by the  
 14 parties, a condition precedent for the agreement to have force or effect. Accordingly, the agreement  
 15 is invalid and unenforceable in its entirety. Furthermore, the draft arbitration provision contained in  
 16 this proposed agreement is unenforceable because it was not agreed to by Worldview and it does not  
 17 constitute a written agreement to arbitrate, as required under California Code of Civil Procedure  
 18 section 1281. Moreover, the draft agreement purports to be between Wild Bunch and plaintiff WEC  
 19 II. There is no other Worldview entity that is even alleged to have entered into the purported "The  
 20 Search" contract. Nevertheless, Wild Bunch is seeking to compel not only WEC II to submit to the  
 21 New York JAMS arbitration, but it also has dragged several other Worldview entities into the  
 22 proceeding even though they have no connection to the purported contract.

23           5.       Similarly, the New York arbitration concerning "Jimmy P," initiated before the  
 24 American Arbitration Association ("AAA"), is premised on a term sheet that expressly conditions  
 25 all of the parties' obligations, including the obligation to submit disputes to arbitration, on various  
 26 conditions precedent that indisputably have not been met. Accordingly, the arbitration provision in  
 27 this "Jimmy P" term sheet cannot be enforced against any Worldview entity. Moreover, the only  
 28 Worldview entity that is even alleged to be a party to the invalid "Jimmy P" term sheet is plaintiff

Glaser Weil

09/01/2015

1 Worldview Holdings. Nevertheless, Wild Bunch is seeking to compel not only Worldview  
2 Holdings but also several other Worldview entities to submit to the New York AAA Arbitration.

3 6. Worldview has notified Wild Bunch, as well as JAMS and AAA, that it objects to  
4 both New York arbitrations in their entirety. Wild Bunch has continued its efforts to proceed with  
5 the New York arbitrations, notwithstanding such objections. In addition, both JAMS and AAA have  
6 declined to dismiss the arbitrations and recently have set dates for conducting "preliminary  
7 conferences" that presumably are intended to establish schedules for completing the arbitrations,  
8 notwithstanding the fact that neither JAMS nor AAA has the authority to decide the disputes  
9 because neither dispute is subject to a binding agreement to arbitrate.

10 7. To preserve its constitutional right to trial with respect to Wild Bunch's claims  
11 concerning "The Search and "Jimmy P," Worldview now seeks a judicial declaration by the Court  
12 that the purported contracts upon which Wild Bunch bases its claims in the New York arbitrations  
13 are invalid and, furthermore, that Wild Bunch may not compel Worldview to litigate such claims in  
14 arbitration. To the extent that such claims are allowed to proceed at all, then they should proceed in  
15 this Court.

16 8. In addition, Worldview seeks a preliminary and/or permanent injunction preventing  
17 Wild Bunch from proceeding with the New York arbitrations and staying proceedings before JAMS  
18 and AAA during the pendency of this California action.

19 9. Finally, Worldview requests that the Court compel arbitration of Wild Bunch's and  
20 WIWH Funding's dispute concerning "Wish I Was Here" proceeds that are owed to WIWH  
21 Funding under the CAMA, with the arbitration to take place in Los Angeles, California, under the  
22 rules in force for IFTA as required by the CAMA.

23 **PARTIES**

24 10. Plaintiff Worldview Holdings is a holding company. It is a Delaware corporation  
25 with its principal place of business at 1706 Riverside Drive, Trenton, New Jersey, 08618, doing  
26 business in Los Angeles, California.

27  
28

GlaserWeil

09 / 01 / 2015

1 11. Plaintiff WEC is a Delaware limited liability company with its principal place of  
2 business at 1706 Riverside Drive, Trenton, New Jersey, 08618, doing business in Los Angeles,  
3 California.

4 12. Plaintiff WEC II is a Delaware limited liability company with its principal place of  
5 business at 1706 Riverside Drive, Trenton, New Jersey, 08618, doing business in Los Angeles,  
6 California.

7 13. Plaintiff WEP VIII is a Delaware limited liability company with its principal place of  
8 business at 1706 Riverside Drive, Trenton, New Jersey, 08618, doing business in Los Angeles,  
9 California.

10 14. Plaintiff WIWH Funding is a Delaware limited liability company with its principal  
11 place of business at 1706 Riverside Drive, Trenton, New Jersey, 08618, doing business in Los  
12 Angeles, California.

13 15. Worldview is informed and believe and thereon alleges that defendant Wild Bunch is  
14 a French corporation engaged in the business of international motion picture sales, production, and  
15 distribution. Worldview is further informed and believe and thereon alleges that Defendant  
16 regularly conducts business in California.

17 16. The true names and capacities, whether individual, corporate, association, or  
18 otherwise, of the defendants sued herein as Does 1 through 10, inclusive, are unknown to  
19 Worldview. Worldview will amend this complaint to allege their true names and capacities when  
20 ascertained. Worldview is informed and believes and thereon alleges that each of such fictitiously  
21 named defendants is responsible in some manner for the occurrences herein.

22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 17. On or around March 4, 2015, Defendant filed two arbitration demands against  
24 Worldview, one with JAMS relating to the film "Jimmy P" and one with AAA relating to the film  
25 "The Search." Neither demand is supported by an enforceable written contract or by a written  
26 agreement to arbitrate.

27  
28

Glaser Weil

1026774 / 09 / 01 / 2015

1           A.     The Search Arbitration

2           18.    On or around March 4, 2015, Defendant filed a demand for arbitration with JAMS in  
3 New York City against Worldview Holdings, WEC, WEC II, and WEP VIII, asserting a claim for  
4 breach of a purported financing agreement between Wild Bunch and WEC II concerning the film  
5 "The Search" ("Draft Agreement"). This demand for arbitration ("JAMS Demand") alleges that the  
6 dispute is subject to arbitration because an oral agreement between the parties was memorialized in  
7 a Draft Agreement that includes an arbitration provision. The Draft Agreement attached to the  
8 JAMS Demand, however, is an unsigned draft, containing numerous highlights, redline changes and  
9 comments, demonstrating that the material terms of the agreement were still being negotiated at the  
10 time this document was created. A true and correct copy of the Draft Agreement attached to the  
11 JAMS Demand as "Exhibit 1" is attached hereto as **Exhibit "A."**

12           19.    As demonstrated by **Exhibit A**, the obligations purported to be contained within the  
13 Draft Agreement could not be completed within one year.

14           20.    The Draft Agreement was never finalized and the parties never reached a final  
15 agreement concerning "The Search." For example, the parties did not agree on numerous material  
16 terms, including, without limitation, terms relating to WEC II's fee, the percentage of net profits to  
17 which WEC II would be entitled, the recoupability of WEC II's expenses, the holdback provision  
18 regarding distribution in France (which would impact the distribution schedule in North America),  
19 and Wild Bunch's reporting procedures and obligations to WEC II.

20           21.    Moreover, the Draft Agreement purports to bind only WEC II. None of the other  
21 Worldview entities named as respondents in the JAMS Demand are even identified as parties to the  
22 Draft Agreement and, thus, could not be forced into arbitration even if the Draft Agreement were a  
23 valid and enforceable contract, which it is not.

24           22.    Furthermore, the Draft Agreement expressly conditions the parties' obligations,  
25 including the obligation to submit disputes to arbitration, on numerous material conditions precedent  
26 that were never met. By way of example only, the Draft Agreement unequivocally conditions WEC  
27 II's obligations, including an obligation to submit to arbitration, on, among other things, the  
28 "Agreement being fully executed by the parties hereto." The Draft Agreement submitted to JAMS

Glaser Weil

09/01/2015

1 by Wild Bunch was not executed by either party, and no such fully executed agreement exists.  
 2 Because the conditions precedent to WEC II's obligation to be bound by the Draft Agreement have  
 3 not been met, there is no binding agreement with respect to "The Search," and the purported  
 4 agreement to arbitrate contained in the Draft Agreement cannot be enforced against WEC II or any  
 5 other Worldview entity.

6 **B. The Jimmy P Arbitration**

7 23. On or around March 4, 2015, Defendant filed a demand for arbitration with AAA in  
 8 New York City against Worldview Holdings, WEC, WEC II, and WEP VIII, asserting a claim for  
 9 breach of a term sheet between Wild Bunch and Worldview Holdings concerning the film "Jimmy  
 10 P" ("Term Sheet"). This demand for arbitration ("AAA Demand") alleges that the dispute is subject  
 11 to arbitration because the Term Sheet includes an arbitration provision.

12 24. The Term Sheet, however, expressly conditions Worldview Holdings' obligations,  
 13 including the obligation to submit disputes to arbitration, on various conditions precedent that were  
 14 never met. By way of example only, the Term Sheet unequivocally conditions Worldview  
 15 Holdings' obligations, including an obligation to submit to arbitration, on, among other things,  
 16 Worldview Holdings' "receipt of . . . fully executed long form financing agreement" in connection  
 17 with the film "Jimmy P." No such long form financing agreement has been identified by Wild  
 18 Bunch and, in fact, no such long form financing agreement exists. Because this condition precedent  
 19 to Worldview Holdings' obligation to be bound by the Term Sheet was not met, the purported  
 20 agreement relating to "Jimmy P," including the agreement to arbitrate contained in the Term Sheet,  
 21 cannot be enforced against Worldview Holdings.

22 25. Moreover, the Term Sheet purports to bind only Worldview Holdings. None of the  
 23 other Worldview entities named as respondents in the AAA Demand are signatories to the Term  
 24 Sheet and, thus, cannot be forced into arbitration based on the Term Sheet. A true and correct copy  
 25 of the Term Sheet attached to the AAA Demand as "Exhibit 1" is attached hereto as **Exhibit "B."**

26 26. For several months, after Wild Bunch initiated the New York arbitrations and after  
 27 Worldview asserted its object thereto, Wild Bunch took little or no action to prosecute its claims.  
 28 Recently, however, Wild Bunch has renewed its efforts to proceed with two arbitrations, thereby

Glaser Weil

51027012015

1 necessitating this action. If the New York arbitrations are allowed to proceed, then Worldview will  
2 be deprived of its right to trial and of the protections of California law against Wild Bunch's  
3 baseless claims of breach, and will suffer irreparable harm. Moreover, judicial intervention is  
4 necessary to prevent a multiplicity of judicial proceedings with potentially inconsistent results.

5 **C. The "Wish I Was Here" Dispute**

6 27. Both WIWH Funding and Wild Bunch are parties to the CAMA, dated August 13,  
7 2014. The CAMA governs the collection and delivery of monies in connection with the distribution  
8 of the film "Wish I Was Here." A true and correct copy of the CAMA is attached hereto as **Exhibit**  
9 **"C."**

10 28. On or about January 27, 2015, Wild Bunch purported to provide "notice" to WIWH  
11 Funding that Wild Bunch would not pay certain Minimum Guarantees ("MG") relating to its sale of  
12 the film in the territories of France, German-speaking Europe and Spain, that were owed in  
13 connection with the film "Wish I Was Here." The reason given by Wild Bunch for this unlawful  
14 non-payment was that Wild Bunch was "exercising its offset rights" and offsetting the MG owed  
15 under the CAMA against amounts that Wild Bunch claims are owed by Worldview in connection  
16 with "The Search" and "Jimmy P".

17 29. Upon receipt of such notice, WIWH Funding notified Wild Bunch that its actions  
18 were unlawful and improper. In particular, Wild Bunch's decision to withhold monies that are due  
19 under the CAMA is the equivalent of outright theft. Wild Bunch has no "offset rights" that would  
20 allow it to withhold funds owed under the CAMA. For one thing, the parties to the various  
21 "agreements" are not the same. The money owed by Wild Bunch to WIWH Funding (and various  
22 third-parties) under the CAMA obviously cannot be "offset" against amounts that Wild Bunch  
23 claims are owed by Worldview under other agreements to which WIWH Funding is not a party.  
24 This is particularly true because some of the funds ultimately are owed to the WIWH filmmakers,  
25 who have no connection whatsoever to "Jimmy P" or "The Search." Furthermore, as alleged above,  
26 there are no amounts owed to Wild Bunch under the "Jimmy P" Term Sheet or under the purported  
27 Draft Agreement relating to "The Search" because neither of those alleged contracts are valid or  
28 enforceable.



Glaser Weil

09/10/2015

1           30.     On or about April 21, 2015, Wild Bunch purported to provide “notice” that it had  
 2 wired some funds, while withholding others, that were due and owing to the CAMA beneficiaries,  
 3 in the amount of \$781,919, while “retaining” the balance of the funds (\$293,081) for itself. At the  
 4 same time, Wild Bunch directed the CAMA’s collection agent to distribute the remitted funds in a  
 5 manner that is prohibited by the express terms of the CAMA. In particular, Wild Bunch sought to  
 6 have its partial payment distributed to “all beneficiaries under the Collection Account Manager  
 7 Agreement dated August 19, 2013 except WIWH Funding, LLC,” which contravenes the CAMA’s  
 8 agreed-upon payment waterfall.

9           31.     On or about August 23, 2015; the CAMA’s collection agent notified the parties that,  
 10 in light of the conflicting claims between Wild Bunch and WIWH Funding with respect to monies  
 11 due under the CAMA, the collection agent had elected to “suspend the distribution of the disputed  
 12 amount” until the conflict between Wild Bunch and WIWH Funding has been resolved.

13           32.     The conflict between Wild Bunch and WIWH Funding is subject to the CAMA’s  
 14 arbitration provision. Under the terms of the CAMA, should any dispute arise between two or more  
 15 parties to the contract, the dispute “shall be resolved by binding, final and exclusive arbitration in  
 16 Los Angeles, California (‘FORUM’) under the rules then in force for the Independent Film and  
 17 Television Alliance (‘IFTA’).” Exh. C, Clause 8.1.

18           33.     Wild Bunch’s actions with respect to the withholding of funds from WIWH Funding  
 19 go beyond a mere breach of the CAMA—they constitute a breach of Wild Bunch’s fiduciary duties,  
 20 a blatant interference with Worldview’s existing business relationships and prospective business  
 21 relations, and a wrongful conversion (*i.e.*, theft) of monies due and owing to WIWH Funding.

22           34.     In addition, Worldview is informed and believes and thereon alleges that Wild Bunch  
 23 has breached the CAMA and its obligations to WIWH Funding in other ways by, for example,  
 24 failing to collect the agreed-upon Minimum Price from distributors of the film “Wish I Was Here”  
 25 for the territories of India, Taiwan, Latin America, Australia, CIS, Airlines, Ex-Yugoslavia, Iceland,  
 26 Israel, Middle East, Portugal, Switzerland, and Turkey, as required.

1 35. WIWH Funding seeks an order from this Court compelling the parties to submit their  
2 dispute relating to the film "Wish I Was Here," to an arbitration in Los Angeles, California, to be  
3 administered under the current IFTA rules as required by the CAMA.

4 **FIRST CAUSE OF ACTION**

5 **(Declaratory and Injunctive Relief as to The Search Arbitration)**

6 (Against all Defendants)

7 36. Worldview repeats and incorporates by reference the allegations in Paragraphs 1  
8 through 35 above, as though fully set forth herein.

9 37. An actual controversy has arisen, and now exists, between Worldview, on the one  
10 hand, and Defendant, on the other hand, regarding whether a binding written agreement, including  
11 an agreement to arbitrate the claim asserted in the JAMS Demand, exists, and the parties are unable  
12 to resolve this dispute unless and until the Court declares the parties' rights and obligations.

13 38. Specifically, Worldview contends that the Draft Agreement attached to the JAMS  
14 Demand does not constitute a binding written agreement. Thus, the purported agreement to arbitrate  
15 is not binding because it is part of an unsigned and incomplete draft, containing redline changes and  
16 comments, demonstrating that the terms of the agreement were never finalized, and at the time this  
17 document was created, were still being negotiated. Worldview also contends that the Draft  
18 Agreement, and in particular the purported arbitration provision therein, is not enforceable against  
19 any Worldview entity because the obligations under the Draft Agreement are subject to conditions  
20 precedent that have not been met. Additionally, the Draft Agreement, and in particular the  
21 purported arbitration provision therein, is not enforceable against Worldview Holdings, WEC and  
22 WEP VIII for the additional reason that such entities are not even listed as parties to the Draft  
23 Agreement.

24 39. Worldview is informed and believes that Wild Bunch contends that the Draft  
25 Agreement constitutes a binding written agreement which includes an agreement to arbitrate the  
26 claim asserted in the JAMS Demand.

GlaserWeil

09/01/2015

1 40. Accordingly, Worldview seeks a declaration of the parties' rights and obligations  
2 under the Draft Agreement, including the arbitrability of claims arising out of that purported  
3 agreement.

4 41. Worldview also seeks preliminary injunctive relief against Defendant, enjoining  
5 Defendant and its agents from proceeding with the New York arbitration concerning "The Search".  
6 A legal remedy would be wholly inadequate because it would require Worldview to submit to an  
7 arbitration to which it never agreed, thus depriving Worldview of its constitutional right to trial and  
8 causing irreparable harm.

9 42. Worldview is also entitled to a permanent injunction, permanently enjoining  
10 Defendant and its agents from proceeding with the New York arbitration concerning "The Search".

11 **SECOND CAUSE OF ACTION**

12 **(Declaratory and Injunctive Relief as to the Jimmy P. Arbitration)**

13 **(Against all Defendants)**

14 43. Worldview repeats and incorporates by reference the allegations in Paragraphs 1  
15 through 42 above, as though fully set forth herein.

16 44. An actual controversy has arisen, and now exists, between Worldview, on the one  
17 hand, and Defendant, on the other hand, regarding whether a binding and enforceable written  
18 agreement, including an agreement to arbitrate the claim asserted in the AAA Demand, exists, and  
19 the parties are unable to resolve this disputes unless and until the Court declares the parties' rights  
20 and obligations.

21 45. Specifically, Worldview contends that the Term Sheet attached to the AAA Demand,  
22 and in particular the purported arbitration provision therein, is not enforceable against any  
23 Worldview entity because the obligations under the Term Sheet are subject to conditions precedent  
24 that have not been met. Additionally, Worldview contends that the Term Sheet, and in particular the  
25 purported arbitration provision therein, is not enforceable against WEC, WEC II, and WEP VIII for  
26 the additional reason that such entities are not even signatories to the Term Sheet.

GlaserWeil

09 / 01 / 2015

Glaser Weil

510271012015

1 46. Worldview is informed and believes that Wild Bunch contends that the Term Sheet  
2 constitutes a binding written agreement which includes an agreement to arbitrate the claim asserted  
3 in the AAA Demand.

4 47. Accordingly, Worldview seeks a declaration of the parties' rights and obligations  
5 under the Term Sheet, including the arbitrability of claims arising out of the Term Sheet.

6 48. Worldview also seeks preliminary injunctive relief against Defendant, enjoining  
7 Defendant and its agents from proceeding with New York arbitration concerning "Jimmy P." A  
8 legal remedy would be wholly inadequate because it would require Worldview to submit to an  
9 arbitration to which it never agreed, thus depriving Worldview of its constitutional right to trial and  
10 causing irreparable harm.

11 49. Worldview is also entitled to a permanent injunction, permanently enjoining  
12 Defendant and its agents from proceeding with New York arbitration concerning "Jimmy P".

13 **THIRD CAUSE OF ACTION**

14 **(Petition to Compel Arbitration in Los Angeles, California Under the IFTA Rules)**

15 (Against Wild Bunch)

16 50. Worldview repeats and incorporates by reference the allegations in Paragraphs 1  
17 through 49 above, as though fully set forth herein.

18 51. On or about August 13, 2014, Wild Bunch and WIWH Funding freely and  
19 voluntarily entered into the CAMA which contains an arbitration provision, as Clause 8.1, to  
20 provide a neutral forum for the arbitration of any disputes among the contracting parties as follows:

21 [S]hould any dispute arise between any two or more of the Parties  
22 with respect to this Collection Account Management Agreement or  
23 between any of the Parties and FCAM with respect to this Collection  
24 Account Management Agreement, the dispute shall be resolved by  
25 binding, final and exclusive arbitration in Los Angeles, California  
26 ("Forum") under the rules then in force for the Independent Film and  
27 Television Alliance ("IFTA").]

28 52. Under the terms of the CAMA, Wild Bunch was required to deposit \$1,075,000 into  
a collection management account, to be distributed to the CAMA beneficiaries, in accordance with  
the contract terms.

1 53. Wild Bunch wrongfully has withheld \$293,081 of these funds – which the CAMA  
2 allocates for distribution to WIWH Funding – for itself, in direct breach of the CAMA.

3 54. In addition, Wild Bunch has engaged in additional wrongful acts and breaches of the  
4 CAMA terms that have caused severe harm to WIWH Funding and the other Worldview entities, in  
5 an amount to be proved at the IFTA arbitration.

6 55. Under the terms of the CAMA, Wild Bunch is compelled to submit to arbitration of  
7 the parties’ dispute in Los Angeles, California.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Worldview prays for judgment against Defendant as follows:

10 **First Cause of Action:**

11 1. For a declaration of the parties’ rights and obligations under the Draft Agreement,  
12 including under the purported draft arbitration provision.

13 2. For a temporary restraining order, preliminary, and/or permanent injunction  
14 enjoining Defendant from proceeding with the arbitration initiated by Defendant against Worldview  
15 on or around March 4, 2015 before JAMS.

16 **Second Cause of Action:**

17 1. For a declaration of the parties’ rights and obligations under the Term Sheet,  
18 including under the purported arbitration provision.

19 2. For a temporary restraining order, preliminary, and/or permanent injunction  
20 enjoining Defendant from proceeding with the arbitration initiated by Defendant against Worldview  
21 on or around March 4, 2015 before AAA.

22 **Third Cause of Action:**

23 1. For an order compelling Defendant to submit to arbitration in Los Angeles,  
24 California, under the current IFTA rules, in accordance with the CAMA’s express terms.

25 //  
26 //  
27 //  
28 //

GlaserWeil

09/01/2015

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**As To All Causes of Action:**

1. For costs of suit incurred herein, and all other costs of suit, including investigation fees, expert fees, reasonable attorneys' fees and expenses associated with the prosecution of this action to the extent allowed by law;

2. For any other and further relief as the Court may deem proper.

DATED: September 1, 2015

Respectfully submitted,

GLASER WEIL FINK HOWARD  
AVCHEN & SHAPIRO LLP

By: Paul B. Salvaty (JBC)  
PAUL B. SALVATY  
JULIA B. CHERLOW  
Attorneys for Plaintiffs  
Worldview Entertainment Holdings, Inc.,  
Worldview Entertainment Capital LLC,  
Worldview Entertainment Capital II LLC,  
Worldview Entertainment Partners VIII LLC  
and WIWH Funding LLC

GlaserWeil

09 / 01 / 2015