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FILED
LOS ANGELES SUPERIOR COURT

JUN 11 1999

JOHN A. CLARKE, CLERK

BY YVETTE GONZALEZ, DEPUTY

5 Attorneys for Plaintiffs

6 **Case assigned to**
7 **Judge**

MARION JOHNSON

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

11 JIM KEESHEN and JIM KEESHEN)
12 PRODUCTIONS, INC.)

CASE NO. B C211205

13 Plaintiffs,)

COMPLAINT FOR DAMAGES

14 vs.)

1. Breach of Contract
2. Breach of the Implied Covenant of Good Faith and Fair Dealing.
3. Interference with Contractual Relations
4. Breach of Fiduciary Duty
5. Breach of Contract
6. Breach of the Implied Covenant of Good Faith and Fair Dealing

15 SETH McFARLANE; FOX)
16 BROADCASTING COMPANY; THE IRV)
17 SHECHTER COMPANY; JOHN)
18 GOLDSMITH; and DOES 1 through)
100, inclusive,)

Defendants.)

19
20 COME NOW the plaintiffs, and for causes of action against
21 defendants, and each of them, allege as follows:

22
23 GENERAL ALLEGATIONS

24 1. The true names and/or capacities whether individual,
25 plural, corporate, partnership, associate or otherwise, of
26 defendants, DOES 1 through 100, inclusive, are unknown to
27 plaintiffs, who therefore sue said defendants by such fictitious
28 names.

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1 2. The full extent of the facts linking such
2 fictitiously-sued defendants with the Causes of Action alleged
3 herein is unknown to plaintiffs. Plaintiffs are informed and
4 believe, and thereupon allege, that each of the defendants
5 designated herein as a DOE was and is negligently, or in some other
6 actionable manner, responsible for the events and happenings
7 hereinafter referred to, and thereby negligently, or in some other
8 actionable manner, proximately caused the hereinafter alleged
9 injuries and damages to the plaintiffs. Plaintiffs will hereafter
10 seek leave of court to amend this Complaint to show the defendants
11 true names and/or capacities after the same have been ascertained.

12 3. Plaintiffs are informed and believe, and thereupon
13 allege, that at all times mentioned herein, defendants, and each of
14 them, including DOES 1 through 100, inclusive, and each of them,
15 were the agents, servants, employees, alter egos, principals and/or
16 joint venturers of the co-defendants, and were, as such, acting
17 within the course, scope and authority of said agency, employment
18 and/or joint venture, and that each and every defendant as
19 aforesaid, when acting as a principal, was negligent in the
20 selection and hiring of each and every other defendant as an agent,
21 employee, principal and/or joint venturer, and that each defendant,
22 by and through its officers, directors and/or managing agents,
23 authorized, ratified or otherwise approved the acts of the remaining
24 defendants and/or said officers, directors and/or managing agents
25 participated in said acts by the defendants, and each of them.

26 4. At all times mentioned herein, plaintiff JIM KEESHEN
27 PRODUCTIONS, INC., was and is a corporation authorized to do
28 business in the State of California, and at all times herein was

1 conducting business in the State of California, County of Los
2 Angeles.

3 5. At all times mentioned herein, plaintiff JIM KEESHEN
4 was an individual residing in the State of California, and at all
5 times was and is conducting business in the State of California,
6 County of Los Angeles.

7 6. At all times mentioned herein, defendant SETH
8 McFARLANE was and is an individual residing in the State of
9 California, and conducting business in the State of California,
10 County of Los Angeles.

11 7. At all times mentioned herein, defendant FOX
12 BROADCASTING COMPANY was and is a corporation organized and existing
13 in the State of California, and at all times relevant was and is
14 conducting business in the State of California, County of Los
15 Angeles.

16 8. Plaintiffs are informed and believe and thereupon
17 allege, that at all times mentioned herein, defendant, THE IRV
18 SHECHTER COMPANY, was and is a corporation organized and existing
19 under the laws of the State of California, and all times relevant
20 was and is conducting business in the State of California, County of
21 Los Angeles.

22 9. At all times mentioned herein, defendant JOHN
23 GOLDSMITH was and is an individual conducting business in the State
24 of California, and at all times relevant was and is a resident of
25 the State of California, County of Los Angeles.

26 10. At all times mentioned herein, plaintiff JIM KEESHEN
27 was the President of JIM KEESHEN PRODUCTION, INC.

28

1 efforts in producing the 14-minute pilot of "Family Guy on behalf of
2 defendants SETH McFARLANE and FOX FILM COMPANY.

3 15. Plaintiffs have duly performed all of the terms,
4 conditions and covenants required to be performed by them in
5 accordance with all agreements and contracts mentioned herein.

6 16. On or about June 29, 1998, the defendants, and each
7 of them, breached the terms, conditions and covenants of these
8 agreements and contracts by hiring another production company for
9 the series "Family Guy" and by failing to utilize plaintiffs'
10 services or remit compensation commensurate with the agreed-upon
11 position of producer. In short, they completely and totally failed
12 to fulfill their obligations under the agreement.

13 17. As a direct, legal and proximate result of this
14 breach of the aforementioned agreements, covenants and contracts,
15 plaintiffs JIM KEESHEN PRODUCTIONS, INC., and JIM KEESHEN have lost
16 the compensation payments due then, the credits and accolades due
17 the production company of a network series, and other general and
18 special damages for breach of contract, the exact amount of which is
19 in excess of the jurisdictional limits of this Court and will be
20 stated according to proof at the time of trial.

21
22 **SECOND CAUSE OF ACTION**

23 (Breach of the Implied Covenant of Good Faith
24 and Fair Dealing brought by plaintiffs against
25 defendants SETH McFARLANE and FOX FILM
26 CORPORATION and DOES 1 through 50, inclusive)
27

1 18. Plaintiffs incorporate herein as though fully set
2 forth at length all of the allegations contained in paragraphs 1
3 through 11, inclusive, of the General Allegations above, and
4 paragraphs 13 through 16, inclusive, of the First Cause of Action
5 above.

6 19. The oral agreements, described more fully in
7 paragraph 13 and 14, above, between plaintiffs and defendants SETH
8 McFARLANE and FOX FILM COMPANY and DOES 1 through 50, inclusive, and
9 each of them, each contained an implied covenant of good faith and
10 fair dealing which required that neither plaintiffs nor defendants
11 do anything that would injure the rights of the other party to
12 receive the benefits of their agreement, render the performance of
13 their agreements by either party impossible, or restrict the rights
14 of the other party in any manner. The covenant further required the
15 defendants to refrain from needless injury or damage toward
16 plaintiffs, and to act at all times in good faith.

17 20. The aforementioned conduct as stated in paragraph 16,
18 being without good or just cause, and being arbitrary, was contrary
19 to fairness and good conscience and inflicted needless injury on
20 plaintiffs and was therefore, in violation of the implied covenant
21 of good faith and fair dealing that existed between plaintiffs, and
22 defendants, and each of them.

23 21. As a direct, legal and proximate result of this
24 breach of the aforementioned agreements, covenants and contracts,
25 plaintiffs JIM KEESHEN PRODUCTIONS, INC., and JIM KEESHEN have lost
26 the compensation payments due the, the credits and accolades due the
27 production company of a network series, and other general and
28 special damages for breach of contract, the exact amount of which is

1 in excess of the jurisdictional limits of this Court and will be
2 stated according to proof at the time of trial.

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THIRD CAUSE OF ACTION

**(Intentional Interference with Contractual
Relations brought by plaintiffs as against
defendants FOX FILM CORPORATION and DOES 40-60,
inclusive)**

10 22. Plaintiffs incorporate herein as though fully set
11 forth at length all of the allegations contained in paragraphs 1
12 through 10, inclusive, of the General Allegations above, paragraphs
13 13 through 16, inclusive, of the First Cause of Action above, and
14 paragraphs 19 through 20, inclusive, of the Second Cause of Action,
15 above.

16 23. In or about January of 1998, plaintiffs entered into
17 valid and enforceable contracts with defendant SETH McFARLANE to be
18 the producers of the show "Family Guy." Defendants FOX FILM
19 CORPORATION and DOES 40 through 60, inclusive, and each of them,
20 were told by SETH McFARLANE and his agent, JOHN GOLDSMITH, that
21 plaintiffs were the producers for "Family Guy."

22 24. With knowledge of the existing contracts between
23 plaintiffs and SETH McFARLANE, defendants FOX FILM CORPORATION and
24 DOES 40 through 60, inclusive, and each of them, coerced SETH
25 McFARLANE to breach his contract with plaintiffs. FOX FILM
26 CORPORATION then, with full knowledge that plaintiffs were the
27 producers for the show, hired a third company, Film Roman, Inc., to
28 act as the production company.

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1 29. At all times mentioned herein, defendant JOHN
2 GOLDSMITH was an agent hired by and working on behalf of defendant
3 SETH McFARLANE. Furthermore, beginning in or about November 1997,
4 defendant JOHN GOLDSMITH undertook the representation of plaintiffs
5 as their agent.

6 30. Plaintiffs are informed and believe, and thereupon
7 allege, that at all relevant times herein, defendant JOHN GOLDSMITH
8 was an employee and/or agent of defendant THE IRV SHECHTER COMPANY,
9 and as such was acting within the course, scope and authority of his
10 agent and/or employment at all relevant times herein.

11 31. As plaintiffs' agents, defendants JOHN GOLDSMITH and
12 THE IRV SHECHTER COMPANY owed to plaintiffs a fiduciary duty, and an
13 obligation to refrain from harming the interests of plaintiffs to
14 the benefit of others.

15 32. In or about January 1998, defendant JOHN GOLDSMITH
16 represented both SETH McFARLANE and plaintiffs with respect to the
17 agreements mentioned herein. The representation of all parties
18 created a conflict for defendant JOHN GOLDSMITH.

19 33. Furthermore, at the time that defendant FOX FILM
20 COMPANY decided to proceed with the production of "Family Guy,"
21 defendant JOHN GOLDSMITH chose to disregard plaintiffs' interests,
22 and to proceed with the representation of SETH McFARLANE in his
23 negotiations with FOX, despite his knowledge that such negotiations
24 were harmful to plaintiffs, were not in their best interest, and, in
25 fact, were directly adverse to plaintiffs' interest.

26 34. At all relevant times herein, defendant JOHN
27 GOLDSMITH knew or should have known that to continue in his
28 representation of SETH McFARLANE, despite his knowledge that to do

1 so would place himself directly at odds with the best interests of
2 plaintiffs, constituted a breach of fiduciary duty between
3 plaintiffs and defendants JOHN GOLDSMITH and THE IRV SHECHTER
4 COMPANY.

5 35. By reason of the interference by defendants,
6 plaintiffs were caused to and did suffer and sustain special and
7 general damages according to proof, pursuant to Section 425.10 of
8 the California Code of Civil Procedure, for which sum plaintiffs
9 seek judgment in this action.

10 36. As a further direct and proximate result of the
11 conduct of defendants, and each of them, plaintiffs have incurred a
12 loss of business, loss of business opportunity, loss of earnings and
13 loss of earning capacity, future loss and other ongoing damage to be
14 determined according to proof at the time of trial.

15
16 **FIFTH CAUSE OF ACTION**

17 **(Breach of Contract by all Plaintiffs as**
18 **against defendants JOHN GOLDSMITH, and THE IRV**
19 **SHECHTER COMPANY and DOES 45-70 Inclusive)**

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21 37. Plaintiffs incorporate herein as though fully set
22 forth at length all of the allegations contained in paragraphs 1
23 through 10, inclusive, of the General Allegations above, paragraphs
24 13 through 16, inclusive, of the First Cause of Action above,
25 paragraphs 19 through 20, inclusive, of the Second Cause of Action,
26 above, paragraphs 23 through 25, inclusive, of the Third Cause of
27 Action, above, and paragraphs 29 through 34, inclusive, of the
28 Fourth Cause of Action, above.

1 38. In or about November 1997, defendant JOHN GOLDSMITH
2 entered into an oral contract with plaintiffs to represent them as
3 their talent agent.

4 39. Plaintiffs have duly performed all of the terms,
5 conditions and covenants required to be performed by them in
6 accordance with all agreements and contracts mentioned herein.

7 40. On or about June 29, 1998, defendants JIM GOLDSMITH
8 and THE IRV SHECHTER COMPANY breached the terms, conditions and
9 covenants of their agreement with plaintiffs, by failing to
10 adequately represent plaintiffs in their dealings with SETH
11 McFARLANE and FOX FILM COMPANY over plaintiffs' role as the
12 producers for the show "Family Guy."

13 41. As a direct, legal and proximate result of this
14 breach of the aforementioned agreements, covenants and contracts,
15 plaintiffs JIM KEESHEN PRODUCTIONS, INC., and JIM KEESHEN have lost
16 the compensation payments due the, the credits and accolades due the
17 production company of a network series, and other general and
18 special damages for breach of contract, the exact amount of which is
19 in excess of the jurisdictional limits of this Court.

20
21 **SIXTH CAUSE OF ACTION**

22 **(Breach of the Implied Covenant of Good Faith**
23 **and Fair Dealing by plaintiffs as against**
24 **defendants JOHN GOLDSMITH, THE IRV SHECHTER**
25 **COMPANY and DOES 45-7-)**

26
27 42. Plaintiffs incorporate herein as though fully set
28 forth at length all of the allegations contained in paragraphs 1

1 through 10, inclusive, of the General Allegations above, paragraphs
2 13 through 16, inclusive, of the First Cause of Action above,
3 paragraphs 19 through 20, inclusive, of the Second Cause of Action,
4 above, paragraphs 23 through 25, inclusive, of the Third Cause of
5 Action, above, paragraphs 29 through 34, inclusive, of the Fourth
6 Cause of Action, above, and paragraphs 38 through 40, inclusive, of
7 the Fifth Cause of Action, above.

8 43. The oral agreements, described more fully in
9 paragraph 30, above, between plaintiffs and defendants JOHN
10 GOLDSMITH, the IRV SHECHTER COMPANY and DOES 45 through 70,
11 inclusive, and each of them, each contained an implied covenant of
12 good faith and fair dealing which required that neither plaintiffs
13 nor defendants do anything that would injure the rights of the other
14 party to receive the benefits of their agreement, render the
15 performance of their agreements by either party impossible, or
16 restrict the rights of the other party in any manner. The covenant
17 further required the defendants to refrain from needless injury or
18 damage toward plaintiffs, and to act at all times in good faith.

19 44. The aforementioned conduct as stated in paragraph 40,
20 being without good or just cause, and being arbitrary, was contrary
21 to fairness and good conscience and inflicted needless injury on
22 plaintiffs and was therefore, in violation of the implied covenant
23 of good faith and fair dealing that existed between plaintiffs, and
24 defendants, and each of them.

25 45. As a direct, legal and proximate result of this
26 breach of the aforementioned agreements, covenants and contracts,
27 plaintiffs JIM KEESHEN PRODUCTIONS, INC., and JIM KEESHEN have lost
28 the compensation payments due them, the credits and accolades due

1 the production company of a network series, and other general and
2 special damages for breach of contract, the exact amount of which is
3 in excess of the jurisdictional limits of this Court.

4
5 WHEREFORE, plaintiffs, and each of them, pray judgment
6 against the defendants, and each of them, as follows:

7 1. For general damages, according to proof and within
8 the jurisdictional limits of this Court;

9 2. For damages for loss of past, present and future
10 earnings and economic opportunities, according to proof;

11 3. For the benefits of the contracts described herein,
12 according to proof;

13 4. For loss of business and loss of future business
14 opportunities, according to proof;

15 5. For damages for plaintiffs' other economic losses,
16 according to proof.

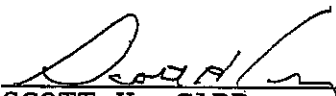
17 6. For costs of suit incurred herein;

18 7. For prejudgment and post-judgment interest, according
19 to proof;

20 8. For all other and further relief as this Court may
21 deem just and proper.

22
23 DATED: June 1, 1999

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