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4 Attorneys for Plaintiffs,  
5 RED EAGLE ENTERTAINMENT, LLC and MANETHEREN, LLC

6 UNITED STATES DISTRICT COURT  
7 FOR THE CENTRAL DISTRICT OF CALIFORNIA

Case No.: 2:15-cv-1038

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9 RED EAGLE ENTERTAINMENT, LLC,  
10 a California limited liability company; and  
11 MANETHEREN, LLC, a California  
limited liability company;

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT;**
  - (2) SLANDER OF TITLE;**
  - (3) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;**
  - (4) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS; AND**
  - (5) DECLARATORY RELIEF**
- DEMAND FOR JURY TRIAL**

12 Plaintiffs,

13 v.

14 BANDERSNATCH GROUP, INC., a  
15 South Carolina corporation; HARRIET P.  
MCDUGAL, an individual; and DOES 1  
16 through 20, inclusive,

17 Defendants.

18  
19  
20 Plaintiffs Red Eagle Entertainment, LLC (“Red Eagle”) and Manetheren, LLC  
21 (“Manetheren”) on their own behalf, by and through their attorneys of record, hereby  
22 allege as follows:

23 **PARTIES**

24 1. Plaintiff Manetheren is a California limited liability company and at all times  
25 relevant hereto maintains its principal place of business in Los Angeles, California.  
26 Manetheren is a single purpose entity that as its sole business manages the exploitation of  
27 certain rights it holds in the best-selling fantasy-fiction literary series written by the late  
28 author James O. Rigney (*nom de plume*, Robert Jordan) (“Author”), popularly known as

1 “The Wheel of Time” (the “Property”). Manetheren’s business includes the licensing of  
2 the Property for television, motion pictures and the development of video games.

3 References herein to Manetheren include Manetheren’s successors in interest.

4 2. Plaintiff Red Eagle is a California limited liability company and at all times relevant  
5 hereto maintains its principal place of business in Malibu, California. Red Eagle is in the  
6 business of producing filmed and television entertainment related to the Property. Red  
7 Eagle holds a controlling interest in Manetheren. References herein to Red Eagle include  
8 Red Eagle’s successors in interest.

9 3. Upon information and belief, Defendant Bandersnatch Group, Inc.  
10 (“Bandersnatch”) at all times relevant hereto, was and is a South Carolina corporation that  
11 maintains its principal place of business in Charleston, South Carolina. As the successor-  
12 in-interest to Author, the primary business of Bandersnatch is to manage the publication of  
13 the Author’s literary works and other written works related to the Property, and to manage  
14 the commercial exploitation of film, television and other ancillary rights in and to the  
15 Property.

16 4. Upon information and belief, Defendant Harriet P. McDougal is an individual  
17 residing in Charleston, South Carolina and the wife of the late Author and the Alter Ego of  
18 Defendant Bandersnatch. Further, McDougal is believed to be the controlling shareholder  
19 of Defendant Bandersnatch, and serves as the company’s President and Chief Executive  
20 Officer.

21 5. The true names and capacities of the Defendants named in this action as DOES 1  
22 through 20, inclusive, are unknown to Plaintiffs, who therefore sue them by such fictitious  
23 names. Plaintiffs will amend this Complaint to set forth their true names and capacities  
24 when they have been ascertained. Bandersnatch, McDougal and DOES 1 through 20,  
25 inclusive, are sometimes hereinafter collectively referred to as “Defendants.”

26 6. There exists, and at all times mentioned herein, existed, a unity of interest and  
27 ownership between Defendants such that any individuality and separateness between them  
28 has ceased, and each is the alter ego of the other. Thus, adherence to the fiction of the

1 separate existence of the individuals and entities as distinct from the other would permit an  
2 abuse of the corporate privilege and would sanction a fraud and promote injustice. As a  
3 proximate result of the abuse of the corporate privilege, the knowledge of each of the  
4 Defendants should be imputed to the others, and as such, all damages assessed against each  
5 Defendant should be assessed against the other, and vice-versa.

6 7. Plaintiffs are informed and believe, and based thereon allege, that said Defendants  
7 are each in some manner responsible for the wrongs alleged herein, and that at all times  
8 referenced, each was the agent, servant and/or employee of the other Defendants, who  
9 obtained financial benefit from those Defendants' acts and omissions, and each was acting  
10 within the course and scope of said agency and employment.

11 8. Plaintiffs are informed and believe, and based thereon allege, that at all relevant  
12 times herein, Defendants did aid, abet, participate in, contribute to and/or benefit from the  
13 acts and behavior alleged herein and the damages caused thereby, and by their action  
14 and/or inaction ratified and encouraged such acts and behavior.

15 9. Plaintiffs further allege that each Defendant had a non-delegable duty to prevent or  
16 cure such acts and the behavior described herein, which duty each Defendant failed and/or  
17 refused to perform.

18 **JURISDICTION AND VENUE**

19 10. The Court has original subject matter jurisdiction over this action under 28 U.S.C.  
20 §1332(a)(1) based upon complete diversity of citizenship between plaintiff and both  
21 defendants in that the Plaintiff and Defendants are citizens of different states and the  
22 amount in controversy exceeds \$75,000.

23 11. This Court enjoys personal jurisdiction over the Defendants because they published  
24 defamatory statements in breach of a contract governed by California law with knowledge  
25 that they would disrupt existing and prospective economic relationships in California and  
26 harm Plaintiffs—both residents of California.

27 12. This Court enjoys venue under 28 U.S.C. § 1391(a)(2) because all or a substantial  
28 portion of the events that gave rise to Plaintiff's claims transpired within this District,

1 including the publication or republication of the libelous falsehoods and the damage to  
2 Plaintiff's reputation, breach of contract and interference in Plaintiff's contractual  
3 relationships and prospective economic advantage, and because Plaintiffs Manetheren and  
4 Red Eagle have their principal places of business within this District.

5 **STATEMENT OF FACTS**

6 13. On or around March 4, 2004, Plaintiff Manetheren's predecessor in interest and  
7 Author entered into an agreement under which Manetheren acquired a one-year option to  
8 purchase motion picture, television and allied rights in and to the first book in the Property,  
9 entitled "The Eye of The World" (the "Option Agreement"). In consideration for the  
10 option, Manetheren paid Author the sum of \$35,000. The Option Agreement provided  
11 that, upon the exercise of the granted option, Manetheren would have the certain film and  
12 television production and distribution rights that would revert back to Author unless a  
13 theatrical film was released, or a television production televised, on or before January 11,  
14 2013. Manetheren was not required to consult with, or obtain the approval of,  
15 Bandersnatch or Defendant McDougal prior to making or releasing such a film or  
16 television production.

17 14. On February 12, 2008, after paying an additional sum totaling \$130,000 for two  
18 additional extensions to the option term, Manetheren exercised its option to purchase the  
19 television, film and ancillary rights granted under the Option Agreement and paid Author's  
20 successor in interest Defendant Bandersnatch a sum of \$465,000 therefor.

21 15. In or around May of 2008, Manetheren and Bandersnatch, a successor in interest to  
22 Author, entered an amendment to the Option Agreement extending the reversion date to  
23 February 11, 2015. During this period, Manetheren was required to release a theatrical  
24 motion picture or a television picture based on the Property. If it did not do so, its rights  
25 would revert back to Defendant Bandersnatch.

26 16. In October of 2008, Plaintiff Manetheren's parent, Plaintiff Red Eagle entered into  
27 an agreement with Bandersnatch regarding the exploitation of rights relating to a comic  
28 book adaptation of the Property. In this agreement, Red Eagle and Bandersnatch agreed

1 that the parties would each refrain from making any public statements (including without  
2 limitation statements within any e-mails, web blogs and message boards) that were  
3 contentious or disparaging to the other parties' projects based on the Property.

4 17. On February 9, 2009, Manetheren entered into a Derivative Acquisition Agreement  
5 with Universal Pictures ("Universal") in which Universal was granted a limited-time  
6 interest in the Property to make film and television productions, and to exercise all  
7 ancillary rights except those relating to video games. This grant of was expressly subject  
8 to a reversion back to Manetheren if Universal did not commence principal photography of  
9 a motion picture based upon the Property on or about February of 2014. Universal did not  
10 commence principal photography of a motion picture based upon the Property as required  
11 under the Derivative Acquisition agreement, and all film and television rights reverted to  
12 Plaintiff Manetheren on or about February 2014.

13 18. In the open and rightful exercise of its production rights, after ending its  
14 relationship with Universal, Manetheren and its principals began discussions with Sony  
15 Pictures Television ("Sony") and Radar Pictures LLC ("Radar") with the goal of  
16 developing a television series based on the Property, that would result in royalty payments  
17 being made to Plaintiff Manetheren.

18 19. During this time period, Manetheren also entered into a series of agreements with  
19 affiliates and independent third parties for the purpose of producing related television  
20 programming, films and video games, and exploit all ancillary rights in the Property.  
21 These contractual relationships include, without limitation, Radar (television production),  
22 Red Eagle Games (video game development), and REE Productions Inc. (film and  
23 television production).

24 20. In or around April of 2014, Manetheren informed Defendant McDougal that  
25 Universal's rights in the Property had terminated and all rights had subsequently reverted  
26 back to Manetheren. Following this discussion, on April 17, 2014, Manetheren further  
27 represented to McDougal's legal counsel, Mitchell Tuchman, that Manetheren had  
28 recovered all of the rights it had granted to Universal by operation of a reversion and

1 provided him with a copy of its agreement with Universal containing the applicable  
2 reversion clause.

3 21. On or around July 30, 2014, Manetheren's principal, Larry Mondragon  
4 ("Mondragon") invited McDougal to come and meet with Radar and Sony to discuss the  
5 possibility of such a series and invited McDougal to participate as a consultant in its  
6 production. At Plaintiff's request, Sony provided McDougal and her assistant with first-  
7 class air travel from Charleston to Los Angeles and paid for local hotel accommodations  
8 during their stay. Just prior to the meetings with Sony and Radar, Mondragon was told  
9 that, as a condition of participating in these meetings, McDougal required that her attorney  
10 be invited to attend. In a later email correspondence to McDougal and her attorney  
11 following these meetings, Mondragon recounted Manetheren's recovery of its rights from  
12 Universal: "When our deal with Universal expired this past February, we finally had the  
13 project back under our control" (as a result of the reversion).

14 22. Following this meeting, and with the approval of Manetheren, McDougal had direct  
15 discussions with Sony about taking an active role as a consultant in the production and  
16 about a possible extension of the reversion date for an additional amount of time. At no  
17 time during these face-to-face meetings in Los Angeles (at which she was accompanied by  
18 counsel), in the course of the following email correspondence, or in the following  
19 discussions with Sony, did Defendant McDougal or her counsel ever raise any questions  
20 about Manetheren's rights in the Property or its ability to proceed with the television  
21 production. To the contrary, she had previously urged Plaintiff to pursue the development  
22 of a television production based upon the Property. Her willingness to travel cross-country  
23 and personally attend this meeting encouraged Plaintiff to continue its efforts to make a  
24 deal with Sony, a major competitor for Universal. She was also aware that Plaintiff had  
25 until February 11, 2015 to broadcast a television program in the United States to prevent a  
26 rights reversion to her and Defendant Bandersnatch.

27 23. Upon information and belief, during these various communications and meetings  
28 with Plaintiffs, Defendant McDougal developed an intimate knowledge of Plaintiffs'

1 existing contractual relationships with Radar for television production, with Red Eagle  
2 Games for video game development, and with REE Productions Inc. for film and  
3 television production.

4 24. In 2014, Plaintiffs produced a pilot episode of the Program through Winter Dragon  
5 Productions, LLC, a company which is co-managed by Plaintiff Red Eagle Entertainment  
6 (the "Pilot"). The Program was exhibited nationally through Fox Broadcasting Company's  
7 FXX cable network on February 8-9, 2015, acting under a grant of rights from an affiliate  
8 of Plaintiff Manetheren, and with its full knowledge and support. As the Plaintiff is solely  
9 in the business of commercially exploiting film, television, game and other rights in the  
10 Property, the Picture was the first step towards what Manetheren expected to be a long and  
11 lucrative presence in television.

12 25. On or around February 9, 2015, Defendant McDougal, in her capacity as the  
13 President and Chief Executive Officer of Defendant Bandersnatch, issued a public  
14 statement on a social media site concerning the Pilot.

15 26. In this statement, Defendant McDougal disparagingly referred to the Pilot in  
16 quotation marks and cast doubt upon Plaintiffs' rights to produce the Pilot by unequivocally  
17 denying knowledge of those rights while asserting that Universal still possessed rights to  
18 produce the Program. She asserted that she was "dumbfounded" by the release of the Pilot  
19 and assured her readers that she would be "taking steps to prevent its reoccurrence."

20 27. Upon information and belief, Defendant Ms. McDougal made these representations  
21 with knowledge of their falsity in an effort to maliciously disparage Plaintiff Manetheren,  
22 while intentionally interfering with the company's contractual relationships and  
23 prospective economic advantage.

24 28. Pursuant to her April 2014 discussions with the principals of Plaintiffs Defendant  
25 McDougal knew that on March 4, 2004, Plaintiff Manetheren (acting under a former  
26 business name) acquired a written option to acquire motion picture, television and allied  
27 rights in and to the first book in the Property, entitled "The Eye of The World." Further,  
28 McDougal had direct and personal knowledge that Manetheren had subsequently exercised

1 its option, and over time, had paid Author and his successor-in-interest Bandersnatch a  
2 total of no less than \$630,000 for the rights therein granted. McDougal further knows that  
3 the terms of Manetheren’s agreement permit the production and distribution of a television  
4 program, such as the Picture, and that all rights had reverted from Universal Pictures  
5 (“Universal”). However, Defendant McDougal concealed her direct knowledge of  
6 Plaintiff’s rights in the Property, and the fact that Manetheren was not required to consult  
7 with, or obtain the approval of, Bandersnatch or Defendant McDougal prior to making or  
8 releasing the Picture. Instead of confirming the rights for which she has been so richly  
9 compensated for, McDougal sought to harm the business prospects of Manetheren by  
10 making statements she knew to be false in which she reasonably should have known would  
11 interfere with contractual and prospective economic relations.

12 29. Moreover, in her public statement McDougal publicly threatened that she would be  
13 “taking steps” against Defendant Manetheren so as to discourage the lawful exercise of  
14 their rights in the Property, despite the fact that she has been paid substantial sums in  
15 consideration of Manetheren’s right to authorize the production of the Picture.

16 30. On the contrary, Defendant McDougal’s comments about Universal holding rights  
17 in the Property were made in bad faith and were intended to devalue and cast ridicule on  
18 the Picture and all who participated in its making, and economically injure the business  
19 prospects of Manetheren by suggesting the company had no rights authorize the making of  
20 the Picture-- an allegation that Defendant McDougal and Defendant Bandersnatch each  
21 knew to be false.

22 31. McDougal’s statements have caused substantial and material harm to, and interfered  
23 with Manetheren’s business relationship with each of these parties. Further, McDougal’s  
24 public comments have harmed Manetheren’s ability to enter into new contractual  
25 relationships, such as with Sony, both by calling into question the propriety of  
26 Manetheren’s rights in the Property and by causing public opinion to set against any film or  
27 television production that Manetheren might authorize. McDougal had direct and personal  
28 knowledge that Plaintiff Manetheren was in discussions with Sony about developing a

1 television production based upon the Property. By questioning the legitimacy of  
2 Manetheren's rights and by raising the spectre of a challenge from Universal, McDougal  
3 has materially interfered with Manetheren's prospective contractual relationships and  
4 deprived Plaintiff of its economic advantage that it has earned after years of effort to exploit  
5 its rights and after the payment of hundreds of thousands of dollars to Defendant  
6 Bandersnatch.

7 32. Further, Ms. McDougal's actions have caused Manetheren and its agents, licensees  
8 and principals, including Winter Dragon Productions, an enormous loss of public goodwill  
9 and substantial injury to their reputations and their respective economic interests in the  
10 exploitation of television productions, motion pictures and video games derived from The  
11 Wheel of Time. Ms. McDougal's actions appear to have been motivated in the pursuit of  
12 monetary gain at the expense of the now vested and irrevocable rights that Manetheren  
13 LLC now holds in the Property.

14 **FIRST CAUSE OF ACTION**

15 **BREACH OF CONTRACT**

16 **[By Plaintiff RED EAGLE against Defendant BANDERSNATCH]**

17 33. Plaintiffs reallege and incorporate by reference each and every allegation set forth  
18 in paragraphs 1 through 32, inclusive.

19 34. On or around October 2008, Plaintiff Red Eagle and Defendant Bandersnatch  
20 entered into a written agreement relating to the exploitation of rights to adapt the Property  
21 into a comic book format. Pursuant to this contract, the parties agreed that "Each Party  
22 shall itself, and through its principals and agents, refrain from making any public  
23 statements (including without limitation, statements within any e-mails, web blogs and  
24 message boards), that are contentious or disparaging to any other Party, including, without  
25 limitation, each Party's respective literary, motion picture or video game projects."

26 35. Plaintiff Red Eagle did all the significant things that this agreement required it to  
27 do.

28

1 36. Defendant Bandersnatch breached the aforementioned non-disparagement provision  
2 by publishing the patently false statements referenced above on or around February 9,  
3 2015, denying any knowledge of Red Eagle’s rights to produce the Pilot and assuring her  
4 readers that she would prevent its reoccurrence, among other things.

5 37. As a direct and proximate result of Defendant Bandersnatch’s conduct, Plaintiff Red  
6 Eagle has been harmed in an amount to be proven at trial.

7 **SECOND CAUSE OF ACTION**

8 **SLANDER OF TITLE**

9 **[By All Plaintiffs Against All Defendants]**

10 38. Plaintiffs reallege and incorporate by reference each and every allegation set forth  
11 in paragraphs 1 through 37, inclusive.

12 39. On or around February 9, 2015, Defendants published a statement which denied that  
13 Plaintiffs had rights to produce the Pilot pursuant to the Option Agreement, thus casting  
14 doubts about Plaintiffs’ ownership of the Property.

15 40. This statement was published online and reposted to various social media outlets.

16 41. Defendants’ statements regarding Plaintiffs’ lack of authority to produce the Pilot  
17 were untrue as Plaintiffs did in fact own the property by virtue of Manetheren’s Option  
18 Agreement with Defendant Bandersnatch.

19 42. Defendants had full knowledge of Plaintiffs’ rights to the Property, including their  
20 right to produce the Pilot to avoid the operation of the February 2015 reversion date, and  
21 the February 2014 reversion back from Universal.

22 43. Defendants knew or should have recognized that third parties, including potential  
23 contracting parties such as Sony, potential investors, and fans of the Property, would act in  
24 reliance on this statement act in reliance on this statement causing Plaintiffs financial loss.

25 44. As a direct and proximate result of Defendants’ conduct, Plaintiffs have been  
26 harmed in an amount to be proven at trial.

27 45. Upon information and belief, Defendants’ conduct was malicious, oppressive and in  
28 reckless disregard of Plaintiffs’ rights in the Property. As a result, Plaintiffs are entitled to

1 punitive damages in an amount to be proven at trial as appropriate to deter further such  
2 conduct.

3 **THIRD CAUSE OF ACTION**

4 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

5 **[By Plaintiff MANETHEREN Against All Defendants]**

6 46. Plaintiffs reallege and incorporate by reference each and every allegation set forth  
7 in paragraphs 1 through 45, inclusive.

8 47. Plaintiff Manetheren entered into a series of agreements with affiliates and  
9 independent third parties for the purpose of producing related television programming,  
10 films and video games, and exploit all ancillary rights in the Property. These contractual  
11 relationships include, without limitation, Radar (television production), Red Eagle Games  
12 (video game development), and REE Productions Inc. (film and television production).

13 48. Upon information and belief, subsequent to their extensive meetings and  
14 communications with Plaintiffs regarding their plans to exploit the Property under the  
15 Option Agreement, Defendants had knowledge of these contracts.

16 49. By publishing false statements concerning Plaintiffs' lack of authority to produce  
17 the Pilot on or around February 9, 2015, Defendants prevented Plaintiffs' performance  
18 under these contracts or made performance more expensive or difficult.

19 50. Upon information and belief, Defendants intended to disrupt the performance of  
20 these contracts or knew that disruption of performance was certain or substantially certain  
21 to occur.

22 51. As a direct and proximate result of Defendants' conduct, Plaintiffs have been  
23 harmed in an amount to be proven at trial.

24 52. Upon information and belief, Defendants' conduct was malicious, oppressive and in  
25 reckless disregard of Plaintiffs' rights in the Property. As a result, Plaintiffs are entitled to  
26 punitive damages in an amount to be proven at trial as appropriate to deter further such  
27 conduct.

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**FOURTH CAUSE OF ACTION**  
**INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**  
**RELATIONS**

**[By All Plaintiffs Against All Defendants]**

53. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 52, inclusive.

54. Plaintiff Manetheren and Sony were in negotiations to produce a television series adaptation of the Property that probably would have resulted in an economic benefit to Manetherin.

55. Defendants had intimate knowledge of the Manetheren-Sony relationship by virtue of their extensive correspondence and meetings with Manetheren and Sony throughout 2014.

56. By publishing false statements concerning Plaintiffs' lack of authority to produce the Pilot on or around February 9, 2015, Defendants disrupted Manetheren's relationship with Sony.

57. Upon information and belief, Defendants intended to disrupt Manetheren's relationship with Sony or knew that disruption of this relationship was certain or substantially certain to occur.

58. As a direct and proximate result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial.

59. Upon information and belief, Defendants' conduct was malicious, oppressive and in reckless disregard of Plaintiffs' rights in the Property. As a result, Plaintiffs are entitled to punitive damages in an amount to be proven at trial as appropriate to deter further such conduct.

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**FIFTH CAUSE OF ACTION**

**DECLARATORY RELIEF**

**[By All Plaintiffs Against All Defendants]**

60. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 59, inclusive.

61. There is an actual controversy between Plaintiffs and Defendants, including without limitation, the nature and scope of Plaintiff Manetheren’s rights under the Option Agreement and whether its rights to produce a television adaptation of the Property have irrevocably vested.

62. Given this controversy, Plaintiffs seek a declaration regarding the rights and other legal relations of Plaintiffs and Defendants, including a declaration regarding Plaintiffs’ right to exploit the Property.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

///

**ON THE FIRST CAUSE OF ACTION**

**BREACH OF CONTRACT**

**[By Plaintiff RED EAGLE against Defendant BANDERSNATCH]**

- 1. For damages in a sum to be proven at trial; and
- 2. For such other relief as the Court may deem proper.

**ON THE SECOND CAUSE OF ACTION**

**SLANDER OF TITLE**

**[By All Plaintiffs against All Defendants]**

- 1. For compensatory damages in a sum to be proven at trial;
- 2. For exemplary damages in an sum to be proven at trial; and
- 3. For such other relief as the Court may deem proper.

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**ON THE THIRD CAUSE OF ACTION**

**INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

**[By Plaintiff MANETHEREN against All Defendants]**

- 1. For compensatory damages in a sum to be proven at trial;
- 2. For exemplary damages in an sum to be proven at trial; and
- 3. For such other relief as the Court may deem proper.

**ON THE FOURTH CAUSE OF ACTION**

**INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS**

**[By All Plaintiffs against All Defendants]**

- 1. For compensatory damages in a sum to be proven at trial;
- 2. For exemplary damages in an sum to be proven at trial; and
- 3. For such other relief as the Court may deem proper.

**ON THE FIFTH CAUSE OF ACTION**

**DECLARATORY RELIEF**

**[By All Plaintiffs against All Defendants]**

- 1. For a declaration concerning the rights and other legal relations of Plaintiffs and Defendants, including a declaration regarding the Plaintiffs' right to exploit the Property.

DATED: February 12, 2015

FREUND & BRACKEY LLP

By: /Stephen P. Crump/  
 Jonathan D. Freund,  
 Stephen P. Crump,  
 Attorneys for Plaintiffs,  
 RED EAGLE  
 ENTERTAINMENT, LLC and  
 MANETHEREN, LLC

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial on all issues triable by jury.

DATED: February 12, 2015

FREUND & BRACKEY LLP

By: /Stephen P. Crump/  
Jonathan D. Freund,  
Stephen P. Crump,  
Attorneys for Plaintiffs,  
RED EAGLE  
ENTERTAINMENT, LLC and  
MANETHEREN, LLC